

*Trust*

## **Non-Insured Courtesy Search**

### **1. LIMITATION OF OUR LIABILITY**

If we have any liability to you for any loss you incur because of an error in this Search Report, our liability will be limited to the cost of this search.

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

**TRIDENT LAND TRANSFER COMPANY LP**  
431 West Lancaster Avenue, Devon, PA 19333

Courtesy Search No.: 15PA01251

**SCHEDULE A**

1. Search Date: January 15, 2015 at 12:00 AM

2. :

(a) Loan Policy Amount

Buyer/Borrower (if any) : \$0.00

, its successors and/or assigns as their respective interests may appear.

(b) Owner's Policy Amount

Buyer/Borrower (if any) : \$0.00

\_\_\_\_\_ TBD TBD

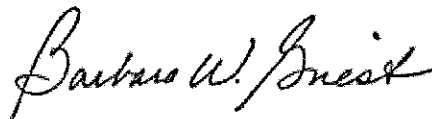
3. Fee Simple interest in the land described in this Search Report is owned, at the Search Date, by:

Nancy Truitt

4. The land referred to in the Search Report is described as follows:

1204 Gap Newport Pike , Avondale, PA 19311  
3 Moxley Lane, Avondale, PA 19311

SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest  
President  
Trident Land Transfer Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Courtesy Search No.: 15PA01251

If this Search Report became an order for Title Insurance, the following items are typical of requirements which would have to be met at or before settlement:

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 Nancy E. Truitt to \_\_\_\_\_ TBD TBD.  
  
Mortgage from \_\_\_\_\_ TBD TBD to , securing the principal amount of \$0.00.
5. Property 1 Requirements 2-29
6. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
  - a. DEED FROM: Nancy E. Truitt TO: \_\_\_\_\_ DATED: \_\_\_\_\_  
RECORDED: \_\_\_\_\_
  - b. MORTGAGE FROM: \_\_\_\_\_ TO: \_\_\_\_\_ DATED: \_\_\_\_\_  
RECORDED: \_\_\_\_\_
7. Payment of full consideration to or for the account of the grantors or mortgagors.
8. Payment of the premiums, fees and charges for the policy.
9. Possible unfiled mechanics liens and municipal claims.
10. Terms of any unrecorded lease or rights of parties in possession.
11. Proof that all natural persons in this transaction are of full age and legally competent.
12. Proof of identity of parties as set forth in Recital.
13. 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.
14. 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

## SCHEDULE B - SECTION I

(Continued)

business entity.

15. 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.
16. 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.
17. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
18. 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 2015Assessment \$163,350.00 Tax ID / Parcel No. 59-05-0120.040 / UPI No. 59-4-120.4
19. 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 2015.
20. MECHANICS AND MUNICIPAL CLAIMS: NONE
21. MORTGAGES:
  - a. Amount: \$1,600,000.00Mortgagor: Nancy Truitt a/k/a Nancy E. TruittMortgagee: Wilmington Savings Fund Society, F.S.B.Dated: 10/6/2011 and Recorded 11/3/2011 in Record Book 8282 Page 1010.
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: Heritage Land Transfer; No. MISC2061a; Dated: 1/31/2005; Amount: \$725,000.00.
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 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. If Nancy E. Truitt is married, proof to be furnished that no divorce proceedings have been commenced. If

## SCHEDULE B - SECTION I

(Continued)

an action has been instituted, then spouse must join in present deed to insured.

30. Names of Purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.
31. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
  - a. DEED FROM: Nancy Truitt TO: \_\_\_\_\_ DATED: \_\_\_\_\_  
RECORDED: \_\_\_\_\_
  - b. MORTGAGE FROM: \_\_\_\_\_ TO: \_\_\_\_\_ DATED: \_\_\_\_\_  
RECORDED: \_\_\_\_\_
32. Payment of full consideration to or for the account of the grantors or mortgagors.
33. Payment of the premiums, fees and charges for the policy.
34. Property 2 Requirements 31-53
35. Possible unfiled mechanics liens and municipal claims.
36. Terms of any unrecorded lease or rights of parties in possession.
37. Proof that all natural persons in this transaction are of full age and legally competent.
38. Proof of identity of parties as set forth in Recital.
39. 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.
40. 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.
41. 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.
42. 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.
43. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
44. 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 2015 Assessment \$1,473,690.00 Tax ID / Parcel No. 59-05-0120 / UPI No. 59-5-120

## SCHEDULE B - SECTION I

(Continued)

45. 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 2015.
46. MECHANICS AND MUNICIPAL CLAIMS: NONE
47. MORTGAGES:
  - a. Amount: \$1,600,000.00 Mortgagor: Nancy Truitt Mortgagee: Wilmington Savings Fund Society, F.S.B. Dated: 10/6/2011 and Recorded 11/3/2011 in Record Book 8282 Page 951. Assignment of Rents Dated 10/6/2011 and Recorded 11/3/2011 in Record Book 8282 Page 992.
48. FINANCING STATEMENTS:
  - a. SECURED PARTY: Wilmington Savings Fund Society, F.S.B. DEBTOR: Nancy Truitt FILED: 11/3/2011 in the Recorder of Deeds Record Book 8282 Page 1007
49. JUDGMENTS: NONE
50. 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.
51. 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.
52. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
53. Last Insured: Manito; No. 10094-M; Dated: 3/9/1979; Amount: \$230,000.00.
54. 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
55. 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 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.
56. If Nancy Truitt is married, proof to be furnished that no divorce proceedings have been commenced. If an action has been instituted, then spouse must join in present deed to insured.
57. Names of Purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Courtesy Search No.: 15PA01251

If this Search Report became an order for Title Insurance, the following exceptions would not be insured unless the same are disposed of to the satisfaction of the company:

1. Property 1 Exceptions 2-16
2. 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.
3. Rights or claims of parties in possession of the land not shown by the public record.
4. 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.
5. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
6. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
7. Public and private rights in and to that portion of premises lying in the bed of PA Route 41 (S.R. 0041) and common right of way.
8. Rights granted to Oxford, West Grove and Avondale Street Railroad Company as more particularly set forth in Misc. Deed Book 33 page 4.
9. Rights granted to Chester County Light and Power Company as more particularly set forth in Misc. Deed Books 83 page 520, 86 page 352 and 87 page 287.
10. Easement Agreement as more particularly set forth in Misc. Deed Book 389 page 238.
11. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 591 page 522.
12. Possible Implied Restrictions as imposed by reason of a deed out of the common owner, but omitting any covenants or restrictions, if any, based on race, 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 as set forth in Deed Book M-22 page 592.
13. Restrictions, rights and conditions as set forth, but omitting any covenants or restrictions, if any, based upon race, 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 in Record Book 772 page 273.
14. Deed of Slope Easement as set forth in Record Book 8273 page 1676.
15. Deed of Easement as set forth in Record Book 8407 page 1885.

## SCHEDULE B - SECTION II

(Continued)

16. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Recorded Plan Nos. 7221, but omitting any covenants or restrictions, if any, based upon race, 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.
17. Property 2 Exceptions 18-32
18. 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.
19. Rights or claims of parties in possession of the land not shown by the public record.
20. 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.
21. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
22. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
23. Public and private rights in and to that portion of premises lying in the bed of PA Route 41 (S.R. 0041) and U.S. Route 1 By-Pass (S.R. 0001) and common right of way.
24. Rights granted to Oxford, West Grove and Avondale Street Railroad Company as more particularly set forth in Misc. Deed Book 33 page 4.
25. Rights granted to Chester County Light and Power Company as more particularly set forth in Misc. Deed Books 83 page 520, 86 page 352 and 87 page 287.
26. Easement Agreement as more particularly set forth in Misc. Deed Book 389 page 238.
27. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 591 page 522.
28. Possible Implied Restrictions as imposed by reason of a deed out of the common owner, but omitting any covenants or restrictions, if any, based on race, 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 as set forth in Deed Book M-22 page 592.
29. Rights and conditions as to the use of a common private drive as set forth in Record Book 772 page 273; subject to the proportionate part of the expenses of maintenance of said common private drive.
30. Deed of Slope Easement as set forth in Record Book 8273 page 1676.
31. Deed of Easement as set forth in Record Book 8407 page 1885.
32. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Recorded Plan Nos. 7221 and 12313, but omitting any covenants or restrictions, if any, based upon race, 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



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

extent that said covenant or restriction is permitted by applicable law.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Courtesy Search No.: 15PA01251

### SCHEDULE C PROPERTY DESCRIPTION

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

ALL THAT CERTAIN lot of land, situate in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a plan made for Nancy Truitt, by H-2 Engineering Associates, Engineers and Surveyors, Oxford, Pennsylvania, dated April 18, 1987 recorded in Plan File No. 7221, as follow, to wit:

BEGINNING at a point in the bed of Pennsylvania Route No. 41, a corner of lands now or late of Southeast Fed. Land Bank Assoc.; thence extending from the beginning point along said lands, North 49 degrees 57 minutes 29 seconds East, 399.76 feet to a point, a corner of remaining lands now or late of Nancy Truitt; thence extending along same, South 59 degrees 10 minutes 38 seconds East, 308.04 feet to a point of curve; thence extending on the arc of a circle curving to the right, having a radius of 266.24 feet, the arc distance of 208.11 feet to a point of tangent; thence extending South 36 degrees 27 minutes 10 seconds West, 246.77 feet to a point in the bed of aforementioned Pennsylvania Route No. 41; thence extending through the bed of said road, the 2 following courses and distances: (1) North 52 degrees 07 minutes 45 seconds West, 400.49 feet to a point; and (2) North 49 degrees 27 minutes 05 seconds West, 77.03 feet to the first mentioned point and place of beginning.

BEING Lot No. 1 on said plan.

TOGETHER with the free and common use, right, liberty and privilege of an existing 50 feet wide private drive as and for a driveway, passageway and watercourse at all times hereafter, forever in common with the owners, tenants and occupiers of the other lot of ground bounding on the North and Southeast.

UNDER AND SUBJECT to the use of the said right of way by the State Police Barracks bounding on the Northeast.

Being the same premises which Judith S. Young and Thomas W. Young, wife and husband by Deed dated 1/31/2005 and recorded 2/17/2005 in Chester County in Record Book 6413 Page 1694 conveyed unto Nancy E. Truitt, in fee.

ALL THAT CERTAIN lot or piece of ground, situate in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a final land development plan of the Truitt Property, prepared by Hillcrest Associates, Inc., dated 11/17/1993 and recorded in Chester County as Plan No. 12313, as follows, to wit:

BEGINNING in the title line in the bed of Pennsylvania Route 41, a corner of lands of Seravalli Associates, as shown on said plan; thence from said point of beginning, through the bed of said Pennsylvania Route 41, North 52 degrees 7 minutes 45 seconds West, 75 feet to a corner of lands of Thomas W. Young and Judith S. Young; thence along lands of Thomas W. Young and Judith S. Young, the three following courses and distances: (1) North 36 degrees 27 minutes 10 seconds East, 246.77 feet to a point of curve; (2) on the arc of a circle curving to the left, having a radius of 266.24 feet, the arc distance of 208.11 feet to a point of tangent; (3) North 59 degrees 10 minutes 38 seconds West, 308.04 feet to a corner of lands of Southeast Federal Land Bank Association; thence along said lands of said Southeast Federal Land Bank, the two following courses and distances: (1) North 49 degrees 27 minutes 5 seconds West, 250.20 feet; (2) South 49 degrees 57 minutes 29 seconds West, 398.36 feet to a point in the title line in the bed of Pennsylvania Route 41; thence through the bed of said Pennsylvania Route 41, North 46 degrees 42 minutes 49 seconds West, 286.31 feet to a corner of lands of Yeatman Bros.; thence along said lands of Yeatman Bros., the four following courses and distances: (1) North 56 degrees 28

**SCHEDULE C**  
(Continued)

minutes 43 seconds East, 285.62 feet; (2) North 54 degrees 18 minutes 23 seconds East, 418.19 feet; (3) North 65 degrees 8 minutes 7 seconds East, 239.26 feet; (4) North 7 degrees 51 minutes 53 seconds West, 698.78 feet to a point in the title line in US Route No. 1 Bypass; thence through the bed of said US Route No. 1 Bypass, North 82 degrees 50 minutes 15 seconds East, 367.95 feet to a corner of other lands of Yeatman Bros.; thence along said lands of Yeatman Bros. and other, the three following courses and distances: (1) South 10 degrees 32 minutes 54 seconds East, 575.19 feet; (2) South 8 degrees 20 minutes 1 second East, 775.02 feet; (3) South 36 degrees 27 minutes 10 seconds West, 758.31 feet to a point in the title line in the bed of Pennsylvania Route 41, being the first mentioned point and place of beginning.

UNDER AND SUBJECT to common right of way as shown on said plan and as granted in Record Book 772 page 273.

BEING Lot No. 1 as shown on said plan.

Being part of the same premises which Centre Grove Associates, a Limited Partnership, by its General Partner, Public Investors, Inc. by Deed dated 3/9/1979 and recorded 3/12/1979 in Chester County in Deed Book O-54 Page 442 conveyed unto Nancy Truitt, in fee.



*Yeatman  
1218 Glen Willow*

**ALTA PLAIN LANGUAGE TITLE COMMITMENT**

**TABLE OF CONTENTS**

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I – REQUIREMENTS

SCHEDULE B-II – EXCEPTIONS

CONDITIONS

## **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.

## 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.

## 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

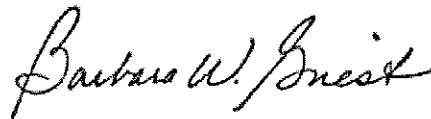


**TRIDENT LAND TRANSFER COMPANY LP**  
431 West Lancaster Avenue, Devon, PA 19333  
Agent for  
**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Commitment No.: 15PA01252

**SCHEDULE A**

1. Commitment Date: January 20, 2015 at 12:00 AM
2. Policy (or Policies) to be issued:
  - (a) Owner's Policy Amount  
Proposed Insured: \$0.00  
TBD TBD TBD
  - (a) Loan Policy Amount  
Proposed Insured: \$0.00  
, its successors and/or assigns as their respective interests may appear.
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
  
Yeatman Brothers Properties, a Pennsylvania limited partnership
4. The land referred to in the Commitment is described as follows:  
(A & B) E. Baltimore Pike , 1218 Glen Willow Road, Avondale, PA 19311  
  
SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest  
President  
Trident Land Transfer Company

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 15PA01252

## 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 Yeatman Brothers Properties, a Pennsylvania limited partnership to TBD TBD TBD.  
  
Mortgage from TBD TBD TBD to , securing the principal amount of \$0.00.
5. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
6. Payment of full consideration to or for the account of the grantors or mortgagors.
7. Payment of the premiums, fees and charges for the policy.
8. Possible unfiled mechanics liens and municipal claims.
9. Terms of any unrecorded lease or rights of parties in possession.
10. Proof that all natural persons in this transaction are of full age and legally competent.
11. Proof of identity of parties as set forth in Recital.
12. 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.
13. 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.
14. 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.
15. 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.

## SCHEDULE B - SECTION I

(Continued)

16. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
17. 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 2015Assessment (A) \$57,070.00 (F.M.V.- land only)/ \$4210.00 (Act 319- land only); (B) \$46,170.00 (F.M.V.- land only)/ \$1110 (Act 319- land only); (C) \$1,240,470.00 (F.M.V.)/ \$357,580.00 (Act 319) Tax ID / Parcel No. (A) 59-05-0121.020/ 59-5-121.2; (B) 59-05-0122.020/ 59-5-122.2; (C) 59-05-0126/ 59-5-126
18. 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 2015.
19. MECHANICS AND MUNICIPAL CLAIMS: NONE
20. MORTGAGES: NONE
21. JUDGMENTS: NONE
22. 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.
23. 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.
24. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
25. Proof that \_\_\_\_\_ are all of the General Partners of the firm of Yeatman Brothers Properties, a Pennsylvania limited partnership, and all of the General Partners to execute the proposed deed to the insured.
26. Certificate of Limited Partnership of Yeatman Brothers Properties, a Pennsylvania limited partnership, and any amendments thereto to be produced and examined, and filed at Harrisburg, under the Uniform Partnership Act.
27. Limited Partnership Agreement of Yeatman Brothers Properties, a Pennsylvania partnership, to be produced and examined by Company; possible additional requirements to be added upon review of same.
28. Names of all General Partners and proof that they are all of the General Partners of Yeatman Brothers Properties, a limited partnership, to be furnished and additional searches made.
29. Names of purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.
30. Official survey to be presented; premises to be described in accordance therewith; additional requirements and/or exceptions may be made upon production of same. (A & B)
31. Last Insured Not Available.

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

32. 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

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 15PA01252

### 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. Premises is bounded by U.S. Route 1 By-Pass, a limited access highway; right of access to and from same not insured and Company assumes no liability by reason thereof.
7. Reservations, rights and privileges as set forth in Deed Book E-8 page 62. (A & B)
8. Rights granted to Chester County Light and Power Company as more particularly set forth in Misc. Deed Book 87 page 87. (A & B)
9. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 514 page 217. (A & B)
10. Contract and Covenant (under Act 319) as set forth in Record Book 4265 page 753 (A & B) and Record Book 4265 page 747 (C) and any penalties incurred by reason of breach of same.
11. Release Agreement as set forth in Record Book 4737 page 891. (All)
12. Easement Agreement as set forth in Record Book 8252 page 993. (B)
13. Deed of Easement as set forth in Record Book 8407 page 1880. (B)
14. Public and private rights in and to that portion of the premises lying in the bed of Glen Willow Road (T-388). (C)
15. Easement of fence lines and streams along, across and through premises. (C)
16. Rights granted to The Bell Telephone Company of Pennsylvania as more particularly set forth in Misc. Deed Book 331 page 69. (C)

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

17. Resolutions (establishing Agricultural Security Area) as set forth in Record Book 2092 page 399 and Record Book 3975 page 2333. (C)

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 15PA01252

**SCHEDULE C  
PROPERTY DESCRIPTION**

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

PREMISES A AND B: SURVEY TO BE PRODUCED

PREMISES C:

ALL THOSE CERTAIN two tracts of land with the buildings thereon erected, Situate in London Grove Township, Chester County, PA, bounded and described as follows:

Tract No. 7 - ALL THAT CERTAIN tract of land bounded by lands now or late of Lawrence E. Spencer, K.D. Shoun, J.T. Quarll, Martin P. Dillon and others.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM ALL THAT CERTAIN tract of land containing 2.78 acres of land, described in the Deed of Sallie Shoun and husband to Vernon L. Shoun, dated 6/23/1942 and recorded in the Office for the Recording of Deeds in and for Chester County in Deed Book X-20, Volume 495, page 577.

ALSO EXCEPTING AND RESERVING THEREOUT AND THEREFROM the following described tract of land.

BEGINNING at the Northwest corner of land now or late of Charles Barker; thence by land now or late of Fincenzo Bacchet, et ux of which this was a part, North 11 degrees 35 minutes West 1703.5 feet to line of Lawrence Spencer's land; thence by land of Lawrence Spencer, North 87 degrees 35 minutes East 700 feet to point on East bank of White Clay Creek; thence by land of K.D. Shoun the following courses and distances, South 10 degrees 15 minutes East 500 feet; South 8 degrees West 120 feet; South 4 degrees 15 minutes East 100 feet; South 17 degrees 20 minutes East 230 feet; South 36 degrees 48 minutes East 285 feet; South 22 degrees 8 minutes East 153.9 feet to a marked stone at the Northeast corner of land of Charles Barker; thence by line of same and recrossing White Clay Creek, South 5 degrees 30 minutes West 805.6 feet to the point of beginning.

Tract No. 8 - Bounded and described according to a survey made by Arthur Crowell on 5/18/1942, as follows:

BEGINNING in line now or late of Kenneth Shoun's land, near the North side of a public road at the edge of an old mill race; thence along the public road crossing to the West side of White Clay Creek at about 100 feet, South 65 degrees 30 minutes West 799 feet to a corner; thence by land now or late of C.B. Shoun and over a stone set in the road bank about 11 feet from a fence line, North 24 degrees 30 minutes West 151 feet and over a second stone 5 feet from the Northwest end of this course; thence by same, North 65 degrees 30 minutes East 805.6 feet to a stone in line of land now or late of Kenneth Shoun; thence by the same, South 22 degrees East 151 feet to the point of beginning.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM ALL THAT CERTAIN tract of land containing 1.67 acres described in the Deed of Clarence P. Yeatman, et ux to John H. Preuss et ux, dated 1/27/1950 and recorded in the office for the Recording of Deeds in and for Chester County in Deed Book I-24 page 107.

BEING Tax ID / Parcel Nos. (A) 59-05-0121.020/ 59-5-121.2; (B) 59-05-0122.020/ 59-5-122.2; (C) 59-05-0126/ 59-5-126

Being part of the same premises which Arthur P. Yeatman, 2nd, a/k/a Arthur P. Yeatman, II, singleman; C. James Yeatman and Barbara L. Yeatman, his wife; and Robert R. Yeatman and Grace S. Yeatman, his wife; by Deed

**SCHEDULE C**  
(Continued)

dated 7-1-1972 and recorded 11-1-1972 in Chester County in Deed Book Z-40 Page 129 conveyed unto Yeatman Brothers Properties, a Pennsylvania limited partnership, in fee.





Real Estate/Assessment > Parcel Details

[Select Another Search Criteria](#)

[Search Another Parcel](#)



**ID # 59-05-0121.020 UPI # 59-5-121.2**

2/24/2015 4:25 PM **Tax Year 2016**

**Owner Information**

Name:	YEATMAN BROS PROPERTIES	Address:	600 N BAKER STATION RD WEST GROVE PA 19390
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**Parcel Details**

Lot Location:	E & REAR RT 41	District:	59
Property Descr:	7.3 AC	Plan #:	
Land Use Code:	V-10	Acres:	7.3000
Deed Reference:	Z0040 0129	Sq. Feet:	317,988
Recorded Deed Date:		Sale Price:	\$0
Location Address:	<b>E. BALTIMORE PK, AVONDALE, PA 19311</b>		

Deed Description

**Assessments**

Lot:	4,210	Act 319:	57,070
Property:	0	Act 515:	
Total:	4,210		
Assessment Date:	12/19/2014		

[< Previous Parcel](#)   [Next Parcel >](#)

(B)

Real Estate/Assessment > Parcel Details

[Select Another Search Criteria](#)

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 [Print](#)

**ID # 59-05-0122.020 UPI # 59-5-122.2**

2/24/2015 4:25 PM Tax Year 2016

Owner Information

Name:	YEATMAN BROS PROPERTIES	Address:	600 N BAKER STATION RD WEST GROVE PA 19390
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Parcel Details

Lot Location:	ES OF GAP NEWPORT PK	District:	59
Property Descr:	1.5 AC	Plan #:	
Land Use Code:	V-10	Acres:	1.5000
Deed Reference:	Z0040 0129	Sq. Feet:	65,340
Recorded Deed Date:		Sale Price:	\$0
Location Address:	<b>E. BALTIMORE PK, AVONDALE, PA 19311</b>		

Deed Description

Assessments

Lot:	1,110	Act 319:	46,170
Property:	0	Act 515:	
Total:	1,110		
Assessment Date:	12/19/2014		

[< Previous Parcel](#)   [Next Parcel >](#)



Real Estate/Assessment > Parcel Details

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**ID # 59-05-0126 UPI # 59-5-126**

2/24/2015 4:25 PM **Tax Year 2016**

**Owner Information**

Name:	YEATMAN BROS PROPERTIES	Address:	600 N BAKER STATION RD WEST GROVE PA 19390
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**Parcel Details**

Lot Location:	NWS OF GLEN WILLOW RD	District:	59
Property Descr:	76.9 AC 5 DWGS & MSHHSE	Plan #:	
Land Use Code:	F-40	Acres:	76.9000
Deed Reference:	Z0040 0129	Sq. Feet:	3,349,764
Recorded Deed Date:		Sale Price:	\$0
Location Address:	<b>1218 GLEN WILLOW RD, AVONDALE, PA 19311</b>		

Deed Description

**Assessments**

Lot:	40,140	Act 319:	923,030
Property:	317,440	Act 515:	
Total:	357,580		
Assessment Date:	12/19/2014		

[< Previous Parcel](#)   [Next Parcel >](#)

Head of Brief

Premises A & B (survey to be produced)

Premises C (see next)



(C)

**Fidelity National Title Insurance Company  
of New York**

**SCHEDULE C  
(Descriptions)**

4019-PLY  
File No. 529487AWS

**ALL THOSE CERTAIN** two tracts of land with the buildings thereon erected, Situate in London Grove Township, Chester County, PA, bounded and described as follows:

**Tract No. 7 – ALL THAT CERTAIN** tract of land bounded by lands now or late of Lawrence E. Spencer, K.D. Shoun, J.T. Quarll, Martin P. Dillon and others.

~~CONTAINING 93 acres of land, be the same more or less.~~

**EXCEPTING AND RESERVING THEREOUT AND THEREFROM ALL THAT CERTAIN** tract of land containing 2.78 acres of land, described in the Deed of Sallie Shoun and husband to Vernon L. Shoun, dated 6/23/1942 and recorded in the Office for the Recording of Deeds in and for Chester County in Deed Book X-20, Volume 495, page 577.

**ALSO EXCEPTING AND RESERVING THEREOUT AND THEREFROM** the following described tract of land.

**BEGINNING** at the Northwest corner of land now or late of Charles Barker; thence by land now or late of Fincenzo Bacchet, et ux of which this was a part, North 11 degrees 35 minutes West 1703.5 feet to line of Lawrence Spencer's land; thence by land of Lawrence Spencer, North 87 degrees 35 minutes East 700 feet to point on East bank of White Clay Creek; thence by land of K.D. Shoun the following courses and distances, South 10 degrees 15 minutes East 500 feet; South 8 degrees West 120 feet; South 4 degrees 15 minutes East 100 feet; South 17 degrees 20 minutes East 230 feet; South 36 degrees 48 minutes East 285 feet; South 22 degrees 8 minutes East 153.9 feet to a marked stone at the Northeast corner of land of Charles Barker; thence by line of same and recrossing White Clay Creek, South 5 degrees 30 minutes West 805.6 feet to the point of beginning.

~~CONTAINING 23.8 acres of land, more or less.~~

**Tract No. 8 – Bounded and described** according to a survey made by Arthur Crowell on 5/18/1942, as follows:

**BEGINNING** in line now or late of Kenneth Shoun's land, near the North side of a public road at the edge of an old mill race; thence along the public road crossing to the West side of White Clay Creek at about 100 feet, South 65 degrees 30 minutes West 799 feet to a corner; thence by land now or late of C.B. Shoun and over a stone set in the road bank about 11 feet from a fence line, North 24 degrees 30 minutes West 151 feet and over a second stone 5 feet from the Northwest end of this course; thence by same, North 65 degrees 30 minutes East 805.6 feet to a stone in line of land now or late of Kenneth Shoun; thence by the same, South 22 degrees East 151 feet to the point of beginning.



**Fidelity National Title Insurance Company  
of New York**

**SCHEDULE C  
(Legal Description)  
*continued***

~~CONTAINING 2.78 acres of land, be the same more or less.~~

**EXCEPTING AND RESERVING THEREOUT AND THEREFROM ALL THAT CERTAIN tract of land containing 1.67 acres described in the Deed of Clarence P. Yeatman, et ux to John H. Preuss et ux, dated 1/27/1950 and recorded in the office for the Recording of Deeds in and for Chester County in Deed Book I-24 page 107.**

**BEING UPI #59-5-126**

**BEING part of the same premises which ARTHUR P. YEATMAN, II, SINGLEMAN AND C. JAMES YEATMAN AND BARBARA L. YEATMAN, HUSBAND AND WIFE AND ROBERT R. YEATMAN AND GRACE B. YEATMAN, HUSBAND AND WIFE, by Indenture bearing date JULY 1, 1972 and recorded NOVEMBER 1, 1972 in the Office of the Recorder of Deeds, in and for the County of CHESTER in Deed Book No. Z-40, page 129 etc., granted and conveyed unto YEATMAN BROTHERS PROPERTES, A PA LIMITED, PARTNERSHIP, in fee.**

AFFIDAVIT FILED

*This Indenture Made the*

1st

day of July in the year of our Lord one thousand nine hundred and seventy-two

Between ARTHUR P. YEATMAN, 2nd, a/k/a ARTHUR P. YEATMAN, II, singleman; G. JAMES YEATMAN and BARBARA L. YEATMAN, his wife; and ROBERT R. YEATMAN and GRACE R. YEATMAN, his wife; (hereinafter called Grantors)

AND

YEATMAN BROTHERS PROPERTIES, a Pennsylvania limited partnership, its successors and assigns (hereinafter called Grantee)

Witnesseth, That the said Grantors

for and in consideration

of the sum of One Dollar (\$1.00)

lawful money of the United States of America, unto the Grantee

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, aliened, enfeoffed,

released and confirmed, and by these presents do

grant, bargain, sell, alien, enfeoff, release and confirm unto the said

Grantee, its successors and Assigns,

Nov 1 11 2

RECORDED  
INDEXED  
NOV 1 11 2

ALL THAT CERTAIN tract of land with the buildings thereon erected, situate in London Grove Township, Chester County, Pennsylvania, bounded and described as follows:

Tract #1 - BEGINNING at a black oak stump, a corner of land late of William Gray; thence by the same, North 50-1/2 degrees East fifty and three tenths (50.3) perches to the middle of the Newport Turnpike Road; thence along the middle of the same, North 35 degrees West one hundred twenty-nine (129) perches; thence by land of Samuel Morris, South 67-1/2 degrees West thirty-two (32) perches to a stake in the lime stone road; thence along the same by said land, South 65 degrees West forty-seven and seven tenths (47.7) perches to a stake; thence by land formerly of James M. Phillips and Son, South 32-1/4 degrees East fifty-five (55) perches to a stake; and South 19-1/2 degrees East seventy-nine and eight tenths (79.8) perches to the middle of a public road to West Grove Borough; thence by land late of Mary W. Phillips, North 70-3/4 degrees East twenty-two and ninety-two hundredths (22.92) perches; North 78 degrees 20 minutes East nine and sixty-eight hundredths (9.68) perches; and North 85-1/4 degrees East sixteen and four tenths (16.4) perches; thence by land late of Wilson Thompson, North 64-1/2 degrees East five and six tenths (5.6) perches to the place of beginning.

CONTAINING 74 acres, 100 perches of land, more or less.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM, the following:

BEGINNING at a point in the middle of concrete roadbed of Route #41, or Gap and Newport Pike, at a corner of land of Clarence P. Yeatman et ux, about to be conveyed to Clarence P. Yeatman and others; and said point being the next three courses and distances from an iron pin set in the middle of Woodview Road at a corner of land of Arthur Brosius and the Northeast corner of land conveyed to Robert R. Yeatman by Clarence P. Yeatman et ux, along the middle of Woodview Road, South 71 degrees 05' minutes West two hundred thirty-six and fifty-one hundredths (236.51) feet to an iron pin the Northwest corner of land conveyed to said Robert R. Yeatman by Clarence P. Yeatman, and still along middle of Woodview Road, South 71 degrees 05 minutes West seven hundred eighty-four and two hundredths (704.02) feet to a point in the middle of concrete roadbed of aforesaid Route #41, and along center line of said concrete roadbed of Route #41, South 39 degrees 02 minutes East nine hundred ninety-six and eighty-seven hundredths (996.87) feet to the above-mentioned beginning point; thence from said beginning point along land of Clarence P. Yeatman et ux, about to be conveyed to Clarence P. Yeatman and others, the next five courses and distances to wit: South 59 degrees 24 minutes West (passing over an iron pin set forty-nine and forty-eight hundredths (49.48) feet from beginning point) five hundred forty-two and eighty-eight hundredths (542.88) feet to an iron pin; thence South 29 degrees 22 minutes East one hundred eighty-eight and sixty-two hundredths (188.62) feet (passing over a spike set ten (10) feet from last described iron pin) to an iron pin; thence North 57 degrees 51 minutes East eighty-seven and eight tenths (87.8) feet to an iron pin; thence North 11 degrees 06 minutes East one hundred twenty-six and sixteen hundredths (126.16) feet to an iron pin; thence North 59 degrees 39 minutes 20 seconds East (passing over an iron pin set fifty-nine and seventy-six hundredths (59.76) feet from next described point), three hundred eighty-nine and thirteen hundredths (389.13) feet to a point in the middle of the concrete roadbed of Route #41; thence along the middle of said Route #41, North 39 degrees 02 minutes West ninety-four and sixty-six hundredths (94.66) feet to the first mentioned point and place of beginning.

CONTAINING 1.451 acres of land, be the same more or less.

ALSO, ALL THAT CERTAIN TRACT of land with the buildings thereon erected, situate in London Grove Township, Chester County, Pennsylvania, bounded and described as follows:



Tract #2 - BEGINNING at a stone, a corner of Francis W. Hicks' land; thence by the land described in Tract #3 below, and land of Charles Kelly, South 83 degrees West thirty-two and five tenths (32.5) perches to the middle of the Gap and Newport Turnpike; thence along the same by Tract #1 above, North 39 degrees West forty-nine (49) perches to a stake; thence by land of Hannah B. Michener, North 70-1/4 degrees East sixty and fifty-four hundredths (60.54) perches to a line of the aforesaid Hicks' land; thence by the same, South 6-1/4 degrees East fifty-four and fifty-two hundredths (54.52) perches to the place of beginning.

CONTAINING 14 acres, 43 perches of land, more or less.

ALSO ALL THAT CERTAIN tract of land with the buildings thereon erected, situate in London Grove Township, Chester County, Pennsylvania, bounded and described as follows:

367c. M  
Tract #3 - BEGINNING in a line of land of Tract #2 above; thence by Charles Kelly's land, South 30-1/2 degrees East sixty-six (66) perches to a line of land late of William Gray; thence by the last mentioned land, North 56-1/2 degrees East twenty-five and five tenths (25.5) perches; North 68-3/4 degrees East fourteen and five tenths (14.5) perches to a stone; and North 5 degrees West about forty-two (42) perches to a stone in an old road; thence along the same by land of Francis W. Hicks and land of Tract #2 above, South 86 degrees West sixty-four and six tenths (64.6) perches to the place of beginning.

CONTAINING 16-1/2 acres of land.

TOGETHER WITH the right and privilege of procuring water from the adjacent land of F. W. Hicks as secured by Deed from Samuel H. Hoopes and William Johnson, assignees, to Elias Hicks, dated April 1, 1872.

ALSO ALL THAT CERTAIN tract of land situate in London Grove Township, Chester County, Pennsylvania, bounded and described as follows:

Tract #4 - BEGINNING in a line of land now or late of J. Miller Thompson in the middle of a road from Route 41 to Baker's Station; thence by land of the late Jane T. Yeatman, North 33 degrees 26 minutes West one hundred thirty-five and four tenths (135.4) feet to a stone marked with a drill hole and over a similar stone distant twenty-four and two tenths (24.2) feet from the starting point; thence by same, North 60 degrees East two hundred twenty-one (221) feet to the middle of Route 41 and over a third stone marked with a drill hole twenty-seven and three tenths (27.3) feet from the middle of U.S. Route 41; thence by the middle of Route 41, South 30 degrees 26 minutes East one hundred nineteen and one tenths (119.1) feet; thence along the first mentioned road by land now or late of J. Miller Thompson, South 55 degrees 42 minutes West two hundred fourteen and four tenths (214.4) feet to the point and place of beginning.

CONTAINING 26,474 square feet of land, more or less.

ALSO ALL THOSE CERTAIN two parcels of land situate on the east side of Route #41, London Grove Township, Chester County, Pennsylvania, bounded and described according to a survey made by George E. Rogator, Jr. & Sons, dated October 15, 1965, as follows:

Tract #5 - (Residence and garage erected thereon) BEGINNING at an iron pin set on the easterly right of way line of U.S. Route #41 leading in a northerly direction to Chatham and in a southerly direction to Avondale, said iron pin of beginning being also set in the center line of a lane leading in an easterly direction to lands of Clarence Yeatman, and also said iron pin of beginning marking the southwesterly corner of lands of said Clarence Yeatman; thence leaving said point of beginning and also leaving said right of way line of said U.S. Route #41, and by the center line of said land, and by lands now or formerly of the said Clarence Yeatman, North 85 degrees 45 minutes 00 seconds East four hundred thirty-three and fifty-seven hundredths (433.57) feet to an iron pin set for a corner of this and

lands now or formerly of the said Clarence Yeatman; thence by lands of said Yeatman, South 30 degrees 21 minutes 35 seconds East two hundred ninety-three and eighteen hundredths (293.18) feet to a point set on the northerly right of way line of ramp G.3, being part of the westbound lane of U.S. Route #1 bypass; thence by said right of way line of said ramp G.3, of the U.S. Route #1 bypass, South 68 degrees 40 minutes 00 seconds West two hundred ninety (290) feet to a point; thence still by the same, North 87 degrees 50 minutes West seventy-five (75) feet to a point, set on the first mentioned easterly right of way line of U.S. Route #41; thence by said right of way line, North 36 degrees 04 minutes 33 seconds West three hundred ninety-nine and forty-four hundredths (399.44) feet to the first mentioned point and place of beginning.

CONTAINING 2.964 acres of land, more or less.

3690-11  
Tract #6 - BEGINNING at a point set on the easterly right of way line of U.S. Route #41, leading in a northerly direction to Chatham and in a southerly direction to Avondale, said point marking the northwesterly corner of lands of Ward Myers, et ux, and a northwesterly corner of lands of Robert Thompson; thence leaving said point of beginning and by the easterly right of way line of said U.S. Route #41, North 42 degrees 03 minutes 49 seconds West, one hundred forty-six and fifty-six hundredths (146.56) feet to a point, set on the southerly side of service road #1 of U.S. Route #1 bypass; thence crossing over to the northerly side of said service road #1, North 42 degrees 03 minutes 49 seconds West forty (40) feet to a point set on said northerly side of service road #1; thence still by the easterly line of said U.S. Route #41, North 15 degrees 01 minute 08 seconds West eighty-eight and thirty-six hundredths (88.36) feet to a point set on the southerly right of way line of U.S. Route #1 bypass; thence by the southerly line of said U.S. Route #1 bypass, North 40 degrees 58 minutes 30 seconds East two hundred thirty (230) feet to a point set in line of lands now or formerly of Clarence Yeatman; thence by lands of said Clarence Yeatman, South 30 degrees 21 minutes 35 seconds East one hundred five and ninety-six hundredths (105.96) feet to a point set on the northerly side of the aforesaid service road #1 of the U.S. Route #1 bypass; thence crossing over the southerly line of said service road #1, South 30 degrees 21 minutes 35 seconds East forty-two and sixty-four hundredths (42.64) feet to a point set on the southerly line of said service road #1; thence still by lands of Clarence Yeatman, now or formerly, South 30 degrees 21 minutes 35 seconds East one hundred eighty-one and sixty-six hundredths (181.66) feet to an iron pin set at the base of an old limestone, said iron pin being set in line of lands of Robert Thompson, first mentioned; thence by lands of said Robert Thompson, first mentioned, South 56 degrees 28 minutes 43 seconds West two hundred three and seventy-four hundredths (203.74) feet to the first mentioned point and place of beginning.

CONTAINING 1.539 acres of land, be the same, more or less.

ALSO ALL THOSE CERTAIN two tracts of land with the buildings thereon erected, situate in London Grove Township, Chester County, Pennsylvania, bounded and described as follows:

Tract #7 - ALL THAT CERTAIN tract of land bounded by lands now or late of Lawrence S. Spencer, K. D. Shoun, J. T. Quaril, Martin P. Dillon and others,

CONTAINING 93 acres of land, be the same, more or less.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM all that certain tract of land containing 2.78 acres of land, described in the Deed of Sallie Shoun and husband to Vernon L. Shoun, dated June 23, 1942, and recorded in the Office for the Recording of Deeds in and for Chester County in Deed Book K-20, Vol. 495, page 577.

ALSO EXCEPTING AND RESERVING THEREOUT AND THEREFROM the following described tract of land:

BEGINNING at the northwest corner of land now or late of Charles Barker; thence by land now or late of Finconso Dacchetta et ux, of which this was a part, North 11 degrees 35 minutes West seventeen hundred three and five tenths (1703.5) feet to line of Lawrence Spencer's land; thence by land of Lawrence Spencer, North 87 degrees 35 minutes East seven hundred (700) feet to point on East bank of White Clay Creek; thence by land of K. D. Shoun the following courses and distances, South 10 degrees 15 minutes East five hundred (500) feet; South 8 degrees West one hundred twenty (120) feet; South 4 degrees 15 minutes East one hundred (100) feet; South 17 degrees 20 minutes East two hundred thirty (230) feet; South 36 degrees 48 minutes East two hundred eighty-five (285) feet; South 22 degrees 8 minutes East one hundred fifty-three and nine tenths (153.9) feet to a marked stone at the northeast corner of land of Charles Barker; thence by line of same and re-crossing White Clay Creek, South 5 degrees 30 minutes West eight hundred five and six tenths (805.6) feet to the point of beginning.

CONTAINING 23.8 acres of land, more or less.

Tract #8 - Bounded and described according to a survey made by Arthur Crowell on May 16, 1942, as follows:

BEGINNING in line now or late of Kenneth Shoun's land, near the North side of a public road at the edge of an old mill race; thence along the public road crossing to the West side of White Clay Creek at about one hundred (100) feet, South 65 degrees 30 minutes West seven hundred ninety-nine (799) feet to a corner; thence by land now or late of C. B. Shoun and over a stone set in the road bank about eleven (11) feet from a fence line, North 24 degrees 30 minutes West one hundred fifty-one (151) feet and over a second stone five (5) feet from the Northwest end of this course; thence by same, North 65 degrees 30 minutes East eight hundred five and six tenths (805.6) feet to a stone in line of land now or late of Kenneth Shoun; thence by the same, South 22 degrees East one hundred fifty-one (151) feet to the point of beginning.

CONTAINING 2.78 acres of land, be the same, more or less.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM all that certain tract of land containing 1.67 acres described in the Deed of Clarence P. Yeatman et ux to John H. Preuss et ux, dated January 27, 1950, and recorded in the Office for the Recording of Deeds in and for Chester County in Deed Book X-24, page 107.

Tracts #1, #2, and #3, BEING the same premises which Clarence P. Yeatman and Marjorie B. Yeatman, his wife, by their Deed dated November 3, 1960, and recorded in the Office for the Recording of Deeds in and for Chester County in Deed Book Q-32, page 450, granted and conveyed unto Robert R. Yeatman, (1/4 interest) in fee.

ALSO BEING the same premises which Clarence P. Yeatman and Marjorie B. Yeatman, his wife, by their Deed dated November 3, 1960, and recorded in the aforesaid Recorder's Office in Deed Book U-32, page 453, granted and conveyed unto Arthur P. Yeatman, 2nd (1/4 interest) in fee.

ALSO BEING the same premises which Clarence P. Yeatman and Marjorie B. Yeatman, his wife, by their Deed dated November 3, 1960, and recorded in the aforesaid Recorder's Office in Deed Book Q-32, page 456, granted and conveyed unto C. James Yeatman, (1/4 interest) in fee.

ALSO BEING the same premises (1/4 interest) which Clarence P. Yeatman and Marjorie B. Yeatman, his wife, by their Deed dated June 21, 1966, and recorded in the aforesaid Recorder's Office in Deed Book B-37, page 141, granted and conveyed unto Arthur P. Yeatman, 2nd, C. James Yeatman, and Robert R. Yeatman, as tenants in common, in equal shares, in fee.

By Deed from Clarence P. Yeatman and Marjorie B. Yeatman, his wife, dated December 1, 1959, and recorded in the aforesaid Recorder's Office in Deed Book S-31, page 144, part of Tract #2 was conveyed unto

Robert R. Yeatman and Grace B. Yeatman, his wife, and by Deed from Robert R. Yeatman and Grace B. Yeatman, his wife, dated December 16, 1968, and recorded in the aforesaid Recorder's Office in Deed Book O-38, page 817, this same part of Tract #2 was conveyed to Arthur P. Yeatman, 2nd, C. James Yeatman, and Robert R. Yeatman, as tenants in common, in equal shares.

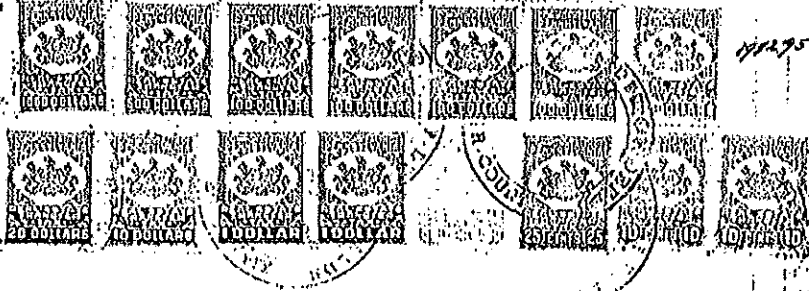
Tract #1 is subject to the provisions of a Deed of Right of Way between Arthur P. Yeatman, 2nd et ux et al and Clarence P. Yeatman et ux, as more fully set forth in Misc. Deed Book #169, page 788.

Tract #6 BEING the same premises which Arthur P. Yeatman, 2nd and Shirley B. Yeatman, his wife, by their Deed dated December 7, 1968, and recorded in the aforesaid Recorder's Office in Deed Book O-38, page 819, granted and conveyed unto Arthur P. Yeatman, 2nd, C. James Yeatman, and Robert R. Yeatman, as tenants in common, in equal shares.

Tracts #5 and #6 BEING the same premises which James P. Callahan and Christine Callahan, his wife, by their Deed dated February 14, 1967, and recorded in the aforesaid Recorder's Office in Deed Book L-37, page 41, granted and conveyed unto Arthur P. Yeatman, 2nd, C. James Yeatman, and Robert R. Yeatman, as tenants in common.

Tracts #7 and #8 BEING the same premises which Clarence P. Yeatman and Marjorie B. Yeatman, his wife, by their Deed dated June 21, 1966, and recorded in the aforesaid Recorder's Office in Deed Book B-37, page 144, granted and conveyed unto Arthur P. Yeatman, 2nd, C. James Yeatman, and Robert R. Yeatman, as tenants in common, in equal shares.

Shirley B. Yeatman, wife of Arthur P. Yeatman, 2nd, died April 23, 1969.



REAL ESTATE TRANSFER TAX  
PAID \$ 1988.95  
Jan K. Eitel  
COLL  
RH

**Together** with all and singular the buildings, Streets, Alleys, Passages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto 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 them the said Grantors

*in law, equity,*

*or otherwise whatsoever, of, in, and to the same and every part thereof,*

**To have and to hold** the said tracts of ground above described with the buildings and improvements thereon erected,

*Hereditaments and Premises hereby granted, or mentioned*

*and intended so to be, with the Appurtenances,*

unto the said Grantee, its successors

*and Assigns, to and for the only proper use*

and behoof of the said Grantee, its successors

*and Assigns forever.*

And the said Grantors, for themselves, their heirs, executors and administrators

Do by

these presents, covenant, grant and agree, to and with the said Grantee, its successors

and Assigns, that they the said Grantors

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, its successors

and Assigns, against them the said Grantors

and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under him, her, them, or any of them,

shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the Grantors have herunto set their hands and seals, dated the day and year first above written.

Wanted and Delivered  
IN THE PRESENCE OF US:

Carolyn M. Wagner  
Carolyn M. Wagner  
Carolyn M. Wagner  
Carolyn M. Wagner  
Carolyn M. Wagner  
Carolyn M. Wagner

Arthur P. Yeatman 2nd (SEAL)  
ARTHUR P. YEATMAN, 2ND  
Arthur P. Yeatman II (SEAL)  
ARTHUR P. YEATMAN, II  
James Yeatman (SEAL)  
JAMES YEATMAN  
Barbara L. Yeatman (SEAL)  
BARBARA L. YEATMAN  
Robert R. Yeatman (SEAL)  
ROBERT R. YEATMAN  
Grace B. Yeatman (SEAL)  
GRACE B. YEATMAN

Received, the day of the date of the above Indenture, of the above-named

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On the 1st day of July Anno Domini 1972, before me,  
the undersigned officer, in and for the State and County aforesaid,

personally appeared the above-named Arthur P. Yeatman, 2nd, a/k/a Arthur P. Yeatman, II,  
singleman; C. James Yeatman and Barbara L. Yeatman, his wife; and Robert R.  
Yeatman and Grace B. Yeatman, his wife,  
and in due form of law acknowledged the above Indenture to be their act and deed, and  
desired the same might be recorded as such.

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



Maxim W. McKay

My Commission expires December 17, 1972

I hereby certify that the address  
of the within Grantee is Box 477,  
Avondale, Pa. 19311

A. M. Lammore

Recorded in the Office for Recording of Deeds in and for Chester Co., Pa  
in Deed Book Z 40 Nor page 129 ca

Witness my hand and seal of Office this

day of Anno Domini 19

Z 40 137

59-5 (121.2, 122.2 +  
126)

Searches

Western Property Properties (Epl.)

9/28/2001 to date

CSA

Ref

ES

ED

5495-757 ✓ Rent. Rents (SA)

5495-747 ✓ SA. (7464/106)

None

RZ ✓ N

5495-796 ✓ " " (SA)

5495-786 ✓ SA. (7342/40)

6

TH ✓ N

5697-1215 ✓ " " (SA)

5697-1204 ✓ SA. (7363/408)

JOG ✓ E

6322-2187 ✓ Sub. parcel 480/208

7912-368 ✓ Parcel 59-5-121.1

[8252-443] ✓ See Syat.

6

2/20/15



RIGHTS AND PRIVILEGES AS SET FORTH IN DEED BOOK E-8 pg. 62

EXCEPTING and reserving thereout, however, the right and privilege of owner of the assigned property of Elias Hicks (sold as No. 3 to Jacob Baker) his heirs and assigns to force and convey the water from a certain spring, through pipes by means of a ram, as it now exists, for the use and enjoyment of the occupiers of said property, with the right of ingress and regress, whenever necessary for the purpose of renewal, repairs or removal, with the privilege of making such renewal, repairs or removal doing as little damage as possible.

RIGHT OF WAY GRANT

BE IT KNOWN that for and in consideration of the payment by Chester County Light and Power Company, a corporation of Pennsylvania to the undersigned of the sum of \$1.00 and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Companies their successors and assigns, are hereby granted by the undersigned the uninterrupted right, liberty and privilege to erect, operate and maintain, as their respective corporate rights may require from time to time, such facilities including poles, wires, cables, anchor guys and appurtenances immediately outside the legal right of way limits of the public highway(s) known as Gap-Newport Turnpike and Northeast side(s) thereof, an new 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 no feet southeast from intersecting highway known as public road leading to Jennersville and extending southeast for a distance of approximately 870 feet, bounded on the northwest by public road leading to Jennersville and on the southeast by lands now or late of Ward R. Myers.

in the township of London Grove, County of Chester State of Pennsylvania.

AND ALSO the further right and privilege to erect, install, operate, and maintain such facilities including underground conduits, cables, manholes, gas mains, gas service pipes and appurtenances solely within the legal right of way limit of said Gap-Newport Turnpike abutting the above described premises, as shall be necessary for the purpose of transmitting and distributing adequate and sufficient electric light, heat, power, gas, telephone or telegraph service to the various residences, premises and other users in the vicinity; including the right of ingress and egress to inspect, renew, repair or remove the said poles, wires, cables, anchor guys, underground conduits, manholes, gas mains, gas service pipes and appurtenances, and the right to trim and keep trimmed, in a workmanlike manner, all trees to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the aforesaid Companies shall deem requisite or proper for the purposes aforesaid, as well as the further right to permit others to use the poles erected under this grant in order to extend telephone and telegraph service.

Executed this 13th day of September A.D. 1947

Arthur P. Yeatman

Clarence P. Yeatman

Marjorie B. Yeatman

Asst: eo die  
Rec. October 9, 1947  
Misc. Doh: 87 253 87

V. 1822:

The undersigned, owner(s) of premises situate on the East side of Glenwillow Road (2 386), in the Township of London Grove, County of Chester,  
Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated  
July 1, 1972, and recorded in the aforesaid County in Deed Book 240, page 129 &c.,

for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, hereby grant(s) to PHILADELPHIA ELECTRIC COMPANY, (hereinafter called Company), its successors and assigns, the perpetual right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises such electric transmission and distribution facilities as from time to time the Company, its successors and assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said Company, its successors and assigns, to provide sufficient clearance for the protection of the aforesaid facilities.

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

- (1) The location of said facilities to be installed and constructed hereunder shall be shown and delineated on plans prepared by the Company, copies of which will be in the possession of the undersigned and Company having first been approved by them;
- (2) The undersigned agree(s) to keep the area where said facilities are located clear of buildings or any other permanent structure which could, in the opinion of the Company interfere with the construction, maintenance or use of the said facilities as provided hereunder;
- (3) The undersigned agree(s) that the initial exercise of any of the rights herein granted shall not be construed as limiting Company's rights and privileges hereunder.

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

EXECUTED THIS 9th DAY OF April A.D. 1981

TELEMAN BROTHERS PROPRIETORS

ATTEST: William P. Gattines  
Secretary

BY: Charles Gattines  
President

TO HAVE FULL FORCE AND EFFECT,  
THE FIRST PART OF THIS DEED  
SHALL BE DEPOSITED IN THE OFFICE OF  
THE RECORDER OF DEEDS, \$1.00  
W. P. Gattines

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF )

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

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

RIGHT OF WAY GRANT  
N 18221  
FROM  
Yestman Brothers Properties  
APR 15 6 02 AM '51  
TO  
Philadelphia Electric Company  
President: Ludlow Grove Exp.  
Chester County  
Pennsylvania

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CHESTER

On this, the 15th day of April, 1951, before  
me, A. NOTARY PUBLIC, the undersigned officer, personally appeared  
STANLEY YESTMAN OF YESTMAN BROTHERS PROPERTIES  
known to me (or satisfactorily  
proven) to be the person whose name  
subscribed to the within instru-  
ment, and acknowledged that  
executed the same for the  
purposes therein contained.

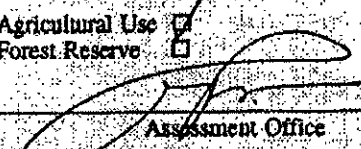
In witness whereof, I hereunto set my hand and official seal.

Recd. in Chester Co. Pa. in

RECORDER OF DEEDS  
MAY 12 1951  
514 218  
Title of Officer  
My Commission Expires

Book 514 Page 217  
P. 70010 Rev. 12/50 (changed)

10-10

<b>OFFICIAL USE</b>			
Agricultural Use <input checked="" type="checkbox"/>	Forest Reserve <input type="checkbox"/>	Agricultural Reserve <input type="checkbox"/>	Disapproved <input type="checkbox"/>
 Assessment Office			Date 10/3/97
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.
2. All signatures on this application must be notarized.
3. This application may be filed in person or by mail at the Chester County Assessment Office, 17 North Church Street, Suite 167, West Chester, Pennsylvania 19380-3004. Any questions regarding the proper completion of the application are to be directed to the Assessment Office at the above address or by calling (215) 344-6105.
4. Act 319 of 1974, as amended, requires that this application be POSTMARKED by June 1st in order to be effective for the calendar tax year commencing the following January 1st. There is an open enrollment period each tax year between March 1 and June 1.
5. A processing fee (\$36.50) and a recording fee (\$13.50) must be remitted with this application. Attach one check in the amount of \$50.00, payable to the "COUNTY OF CHESTER". NOTE: A SEPARATE APPLICATION IS REQUIRED FOR EACH DEEDED PARCEL.

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

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

PARCEL NUMBER (S): <sup>1 (MS)</sup> 59-05-121.2 <sup>(1.5)</sup> 59-05-122.2 <sup>*</sup> 59-05-122	ACREAGE: 11.7
ACREAGE: _____	
PROPERTY LOCATION: NS RT 41, NS RT 41, SR+1 <div style="text-align: center; font-size: small;">             Property Address              Lower Grove Twp.              Municipality (Name of City, Borough, or Township)           </div>	
OWNER'S NAME(S): YEATMAN Brothers Properties	
Last	First
Last	First
(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)	
MAILING ADDRESS: 600 N. Baker Station Rd. <div style="display: flex; justify-content: space-between; font-size: x-small;"> <span>Number</span> <span>Street</span> <span>PA</span> <span>19390</span> </div> <div style="display: flex; justify-content: space-between; font-size: x-small;"> <span>WEST Grove</span> <span>City</span> <span>State</span> <span>ZIP</span> </div>	
TELEPHONE NUMBER: (610) 869-3545 (610) 869-8530 <div style="display: flex; justify-content: space-between; font-size: x-small;"> <span>Daytime Number</span> <span>Home Number</span> </div>	

BK 4265960753

**Answer all questions!**

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

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

*General Partner*  
*Tracy A. Pitt* of *5/22/97*  
 Signature Date

*General Partner*  
*Paul E. Yates* of *5/22/97*  
 Signature Date

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

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

*YEATMAN Property Management is General Partner for YEATMAN Brothers Prop.*

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER : SS.

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, a Notary Public, the herein signed, did personally appear \_\_\_\_\_ 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)

BK 4 2 6 5 P G O 7 5 4

ACKNOWLEDGMENT-CORPORATION

SOLD BY NOTARIES EQUIPMENT COMPANY, PHILADELPHIA, PA. 19107

Commonwealth of Pennsylvania, }  
County of Chester } ss.

On this, the 22nd day of May, 1997, before me

Herald E. Yeatman & Timothy A. Hahn, the undersigned officer, personally appeared Timothy A. Hahn who acknowledged the to be the Vice President & Secretary/Treasurer of Yeatman Brothers Management Inc a corporation, and General Partner of Yeatman Brothers Properties and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by their names as officers of the Corporation

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

[SEAL]

Janet L. Crosson  
NOTARY PUBLIC

NOTARIAL SEAL  
JANET L. CROSSON, Notary Public  
West Chester Boro, Chester County, PA  
My Commission Expires Feb. 24, 2001

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

OWNER: YEATMAN BROTHERS PROPERTIES

RE: Tax Map Parcel No.: 59-5-121.2; 59-5-122.2

RECORDER OF DEEDS REFERENCE: BK 3850 RG 1345

LAND COVENANT DOCKET NO.: 50-1995

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 Aug 10, 1997, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

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

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

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

APPROVED BY THE COUNTY OF CHESTER

BY: \_\_\_\_\_

County Solicitor

*YEATMAN Property Management INC. is  
General Partner of YEATMAN Brothers Properties*  
Arnold E. Yeatman, General Partner, V.P. of  
Yeatman Brothers Properties, General Partner, S/T of  
Owner

**ACKNOWLEDGEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public, the herein

signed, did personally appear \_\_\_\_\_ 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: \_\_\_\_\_

BK 4265PG0756



ACKNOWLEDGMENT-CORPORATION

SOLD BY NOTARIES EQUIPMENT COMPANY, PHILADELPHIA, PA. 19107

Commonwealth of Pennsylvania, }  
County of Chester } ss.

On this, the 22nd day of May, 1997, before me

\_\_\_\_\_ the undersigned officer, personally  
appeared Gerald E. Yeatman +  
Timothy A. Hiker who acknowledged themselves to be the  
Vice President +  
Secretary/Treasurer of Yeatman Property Management Inc, a corporation,  
and General Partner of Yeatman Crothers Properties  
and that they as such officers, being authorized to do so, executed the  
foregoing instrument for the purposes therein contained by signing the name of the corporation  
by their names as officers of the corporation

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

[SEAL]

Janet L. Crosson  
NOTARY PUBLIC

NOTARIAL SEAL  
JANET L. CROSSON, Notary Public  
West Chester Boro, Chester County, PA  
My Commission Expires Feb. 24, 2001

BK4265PG0757



DATE: 11/28/1997 TIME: 11:03A INST NO.: 70936

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	033456	TYPE DOC :	MISC
REC FEE	:		15.00
LOC RTT	:		0.00
ST RTT	:		0.00
WRIT TAX	:		0.50

BK4265PG0758



County of Chester, Pennsylvania

**OFFICIAL USE**

Agricultural Use       Agricultural Reserve   
 Forest Reserve       Disapproved

Assessment Office      Date 12/3/97

Recorded: \_\_\_\_\_  
 Record Book      Page      Date

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

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

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

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

PARCEL NUMBER (S): 5 - 126      ACREAGE: 76.9  
 \_\_\_\_\_      \_\_\_\_\_      ACREAGE: \_\_\_\_\_

PROPERTY LOCATION: 54 REAR T345  
 \_\_\_\_\_ Property Address  
LOWDON GROVE TOWNSHIP  
 \_\_\_\_\_ Municipality (Name of City, Borough, or Township)

OWNER'S NAME(S): YEATMAN BROTHERS PROPERTIES  
 \_\_\_\_\_ Last      First      Initial  
 \_\_\_\_\_ Last      First      Initial

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

MAILING ADDRESS: 600 NORTH BAKER STATION ROAD  
 \_\_\_\_\_ Number      Street  
WEST GROVE PA 19390  
 \_\_\_\_\_ City      State      ZIP

TELEPHONE NUMBER: 610-869-3595  
 \_\_\_\_\_ Daytime Number      Home Number

BK4265PG0747

**Answer all questions!**

	N/A	Yes	No		N/A	Yes	No
1. Is this parcel 10 contiguous acres or more in size?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. If this parcel is found <i>not eligible under Agricultural Use or Forest Reserve</i> , do you want it considered under Agricultural Reserve Land when you understand that this category requires that the land be non-commercial, open to the public for recreation, at no charge or fee, and with no discrimination against any person using the land?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Does this application represent the total acres in the parcel?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	If your answer is "yes" to Question 7, do you agree to these stated conditions?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 checked="" type="checkbox"/>	<input type="checkbox"/>
6. Do you or anyone else currently conduct a non-agricultural commercial business on this land parcel that exceeds two acres?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Is this parcel now approved under Act 515?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer is "yes", list or describe those activities below:				C. Do you lease any minerals on this parcel?			
_____				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"/>
_____							

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

<u>Arnold E. Yester</u> V.P. of G.P. <u>5/22/97</u>	_____	_____
Signature Date	Signature	Date
<u>Tracy H. Hill</u> G.P. <u>5/22/97</u>	_____	_____
Signature Date	Signature	Date

YEATMAN PROPERTY MANAGEMENT IS THE GENERAL PARTNER OF  
**ACKNOWLEDGEMENT** YEATMAN BROTHERS PROPERTIES

COMMONWEALTH OF PENNSYLVANIA :  
 COUNTY OF CHESTER : SS.

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public, the herein signed, did personally appear \_\_\_\_\_ 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)

ACKNOWLEDGMENT-CORPORATION

SOLD BY NOTARIES EQUIPMENT COMPANY, PHILADELPHIA, PA. 19107

Commonwealth of Pennsylvania, }  
County of Chester } ss.

On this, the 22nd day of May, 1997, before me

Gerald E Yeatman & Timothy A Hahn, the undersigned officer, personally appeared Timothy A Hahn who acknowledged themselves to be the Vice President or Secretary/Treasurer of Yeatman Properties Management, Inc a corporation, and General Manager of Yeatman Brothers Properties and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by their names as officers of the corporation

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

[SEAL]

Janet L. Crosson  
NOTARY PUBLIC

NOTARIAL SEAL  
JANET L. CROSSON, Notary Public  
West Chester Boro, Chester County, PA  
My Commission Expires Feb. 24, 2001

Unofficial Copy

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

OWNER: YEATMAN BROTHERS PROPERTIES

RE: Tax Map Parcel No.: 59-5-126

RECORDER OF DEEDS REFERENCE: BK 3850 PG 1348

LAND COVENANT DOCKET NO.: 51-1995

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 Aug 10, 1994, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

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

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

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

APPROVED BY THE COUNTY OF CHESTER

BY: \_\_\_\_\_

County Solicitor

YEATMAN PROPERTY MANAGEMENT, INC.

IS THE GENERAL PARTNER OF YEATMAN

BROTHERS  
PROPERTIES

Owner

Owner

**ACKNOWLEDGEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public, the herein

signed, did personally appear \_\_\_\_\_ 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: \_\_\_\_\_

BK 4265 PG 0750

ACKNOWLEDGMENT-CORPORATION

SOLD BY NOTARIES EQUIPMENT COMPANY, PHILADELPHIA, PA. 19107

Commonwealth of Pennsylvania, }  
County of Chester } ss.

On this, the 22nd day of May 1997, before me

Herald E. Yeatman & Timothy R. Kuhn, the undersigned officer, personally appeared Timothy R. Kuhn who acknowledged themselves to be the Vice President & Secretary/Treasurer of Yeatman Property Management Inc, a corporation, and General Partner of Yeatman Brothers Properties and that they as such officers, being authorized to do so, executed the

foregoing instrument for the purposes therein contained by signing the name of the corporation by their names as officers of the Corporation

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

[SEAL]

Janet L. Crosson  
NOTARY PUBLIC

NOTARIAL SEAL  
JANET L. CROSSON, Notary Public  
West Chester Boro, Chester County, PA  
My Commission Expires Feb. 24, 2001

Unofficial Copy



DATE: 11/26/1997 TIME: 11:03A INST NO.: 70935

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 033456	TYPE DOC :	MISC
REC FEE	:	15.00
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.50

Unofficial

BK4265PG0752



Chester County Health Department

RELEASE AGREEMENT

SEWAGE PERMIT #: Q21027

MUNICIPALITY: London Grove Township

This RELEASE AGREEMENT, made this 27th day of December, 1999, by and between the CHESTER COUNTY HEALTH DEPARTMENT (hereinafter DEPARTMENT), and Gerald E. Yeatman, for Yeatman Brothers Properties adult individual(s), (hereinafter OWNER)

WITNESSETH:

WHEREAS, OWNER is the record title owner of all that certain piece of real property located in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania more specifically described in Deed from Robert R. Yeatman to OWNER dated and recorded in the Office of the Recorder of Deeds of Chester County in Deed Book Z-40, page 129; and

WHEREAS, OWNER is desirous of acquiring a permit for the installation of an on-site sewage system on the premises heretofore described; and

WHEREAS, DEPARTMENT is charged with the responsibility within the County of Chester for the issuance of permits for the installation of on-site sewage systems and for the issuance of permits for individual on-site water supplies; and

WHEREAS, OWNER hereby acknowledges that this permit is being issued in accordance with Chapter 73.3 (b) of the Pennsylvania Sewage Facilities Act in that site limitations preclude strict compliance with some of the applicable regulations; and

WHEREAS, the system as designed has a reasonable probability of functioning; and

BK4737PG0891

WHEREAS, OWNER is aware that this repair permit is an attempt to solve an existing and/or probable health hazard and does not preclude completely the possibility of failure of said repaired system, nor relieve OWNER of the responsibility of correcting any malfunction that may occur in the future; and

WHEREAS, OWNER is further aware that in order to promote proper functioning of the said system OWNER must practice regular maintenance of the septic tank as well as practice strict water conservation,

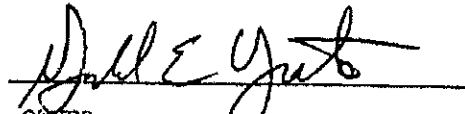
NOW, THEREFORE, the parties hereto, intending to be bound, hereby do agree as follows:

OWNERS for and in consideration of the sum of One Dollar (\$1.00) in hand and well and truly paid, receipt of which is hereby acknowledged, do hereby remise, release, and forever discharge DEPARTMENT, their servants, agents, successors and assigns, of any and from all, and all manner of, actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever especially with reference to the installation of said system which against said DEPARTMENT OWNERS ever had, now have, or which their heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have, for or by reason of any cause, matter or thing whatsoever in Law or in Equity.

IN WITNESS WHEREOF, the parties have heretofore set their hands and seal this day and year first written above.

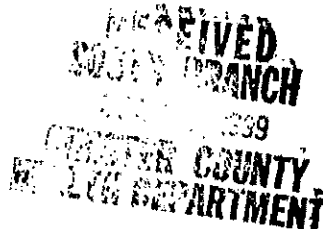
BK4737PG0892

  
Chester County Health Department

  
OWNER

OWNER

NS-1/Revised 4/97



Chester County Health Department

INDIVIDUAL ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

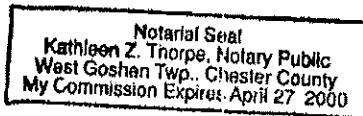
COUNTY OF CHESTER

ss:

ON THIS, the 31st day of December, 1999, before me, a notary public, the undersigned officer, personally appeared: Joseph M. Morrone who acknowledged herself/himself to be the authorized representative of the Chester County Health Department and that she/he as such authorized representative executed the foregoing document for the purposes therein contained by signing the name of the agency by herself/himself as authorized representative, and desire that the same is to be recorded as such.

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

*Kathleen Z. Thorpe*  
Notary Public



SEAL

INRE: Yeatman, London Grove, Q21027  
(Name, Township, Application #)

RA-3/Revised: 3/97

BK4737PG0893

Chester County Health Department

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CHESTER

SS:

ON THIS, the 27 th day of December , 1999, before me,  
a notary public, the undersigned personally appeared:

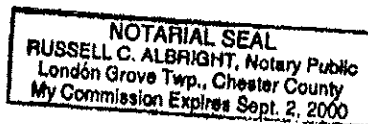
Gerald E. Yeatman

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

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

Russell C. Albright  
Notary Public

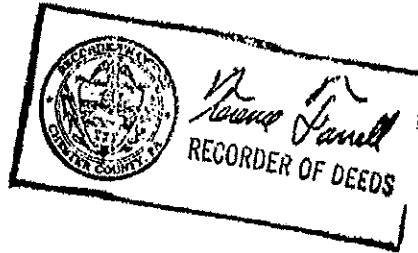
SEAL



IN RE: Yeatman Brothers Properties, London Grove Township, appl. # Q21027  
(Name, Township, Application #)

RA-1/Revised:3/97

BK 4737PG0894



04/10/2000 12:53:26 P.M. INST NO: 0022050  
CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS  
RECEIPT NO: 0010422

MISCELLANEOUS	\$13.00
CO REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT - MISCELLANEOUS	\$.50
-----	
	\$15.50

Yerlman Brothers  
600 N Baker Station RD  
West Grove PA

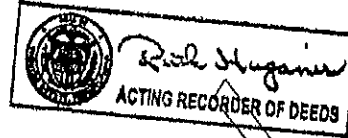
BK 4737PG0895

Prepared by and return to:

8/22/2011

**RETURN TO**

John A. Jaros, Esquire  
Riley Riper Hollin & Colagreco  
312 W. State Street, 2<sup>nd</sup> Floor  
Kennett Square, PA 19348



UPI #59-5-122.2 *plc* ✓

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** ("Agreement") made this 13<sup>th</sup> day of Sept. 2011, by and between **YEATMAN BROTHERS PROPERTIES, L.P.**, a Pennsylvania limited partnership, 600 N. Baker Station Road, West Grove, PA 19390, owner of herein described parcel of land (hereinafter referred to as "Yeatman") and **LONDON GROVE WEST, LP**, 234 N. James Street, Newport, DE 19804 (hereinafter referred to as "Pettinaro").

*11/4  
MST*

**BACKGROUND**

Yeatman owns certain real estate located in London Grove Township, Chester County, Pennsylvania, as described in the conveyance to Yeatman recorded in the Recorder of Deeds Office, West Chester, Chester County, Pennsylvania, in Deed Book X40, Page 129 and known as UPI No. 59-5-122.2 (herein after referred to as the "Property").

Pettinaro, or its affiliate, is the owner and operator of a recently approved land development plan for the London Grove West retail/office/bank development located on Gap-Newport Pike (S.R. 0041) directly across the street and to the southwest of the Property. In conjunction with that recently approved land development plan for London Grove West, Pettinaro will be performing road improvements to Route 41 (SR0041) which will include a widening of Route 41 in order to provide an additional northbound lane from approximately Moxley Lane and extending north to the on-ramp to the Route 1 Bypass, said widening to be performed within the existing PennDOT right-of-way. The construction of the aforementioned additional northbound lane will require a permanent slope easement over the Property. The Pennsylvania Department of Transportation ("PennDOT") has required that Pettinaro obtain the necessary easements from the affected property owner(s) along Route 41 and in turn then dedicate those easements to PennDOT.

Pettinaro has requested that Yeatman grant it a permanent slope easement along that 987 square foot (0.023 acres) portion of the Property fronting along Gap Newport Pike (S.R. 0041) as indicated on a plan prepared by McMahon Associates, Inc. ("McMahon") labeled "Yeatman Brothers Properties Grading Exhibit", dated 05/03/2011, a copy of which is attached hereto as Exhibit "A" (the "Permanent Slope Easement"), in order to facilitate the construction of certain road improvements to Gap Newport Pike (S.R. 0041) to be undertaken by Pettinaro, as depicted on a plan prepared by McMahon labeled "London Grove Site Access Onto S.R. 0041 Gap Newport Pike", dated 10/06/2008, a copy of which is attached hereto as Exhibit "B", and relating to PennDot Highway Occupancy Permit Application #189644 (the "Road Improvements").

This Document Recorded  
09/22/2011 State/RTT: 111.25  
01:37PM Local/RTT: 111.25  
Doc Code: MST/Chester County, Recorder of Deeds Office

Doc Id: 11124967  
Receipt #: 577073  
Rec Fee: 06.00



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Page: 1 of 11  
B-8252 P-993

*Un*

In addition, Pettinaro has requested that Yeatman grant it a temporary construction easement in order to facilitate the grading proposed within the Permanent Slope Easement as depicted on Exhibit "A".

Yeatman, in exchange for a monetary sum as set forth below, has agreed to Pettinaro's requests under the terms and conditions set forth hereinbelow.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Yeatman does hereby grant and convey a permanent slope easement to Pettinaro, its successors and assigns, for transportation purposes unlimited in vertical dimension from that portion of the Property designated as required right-of-way and those areas designated as required for other than right-of-way in the easements identified on the plans attached hereto as Exhibits "A" and "B".
2. A survey plan entitled "Slope Easement 'A' Plat" dated June 23, 2011 prepared by Wilkinson & Associates, Inc. along with a legal description describing the Permanent Slope Easement are collectively attached hereto as Exhibit "C".
3. The Permanent Slope Easement granted herein shall be made available to Pettinaro and any contractor, subcontractor, materialman or other person or entity performing or inspecting the Road Improvements and/or the corresponding grading to abutting property.
4. In exchange for granting the Permanent Slope Easement to Pettinaro, Pettinaro agrees to pay Yeatman the sum of eleven thousand one hundred and twenty-five dollars (\$11,125.00) upon the signing of this agreement by all parties hereto.
5. Yeatman also hereby grants and conveys to Pettinaro, its successors, assigns, employees, agents, contractors and/or subcontractors, a temporary grading easement on, over and across that 6,497 square foot (0.149 acre) portion of its property as depicted on Exhibit "A" for the purpose of undertaking and completing the grading activities related to the Road Improvements.
6. Each of the parties hereto, and their respective successors and assigns, shall, from time to time, and at the request of the other, execute, acknowledge and deliver to the other party any and all instruments reasonably required to give full force and effect to the matters contemplated in this Agreement, without expanding the scope of the rights granted hereunder.
7. The covenants in this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, and shall run with and bind the Property until the completion of the Road Improvements and beyond if so specified.



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Page: 2 of 11  
B-8252 P-993

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8. The terms set forth in this Agreement are intended by the parties as the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct unless reduced to writing and signed by all parties or their respective successors.

9. This Agreement shall be governed by, and its terms construed in accordance with, the laws of the Commonwealth of Pennsylvania.


10. This Agreement shall be recorded in the office of the Recorder of Deeds in and for the County of Chester, West Chester, Pennsylvania.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

YEATMAN BROTHERS PROPERTIES, L.P.

By: 

Gerald E. Yeatman, Vice President, Yeatman

 Property Management, Inc., General Partner of

Yeatman Brothers Properties, LP

LONDON GROVE WEST, LP  
by London Grove West GP, LLC  
its General Partner

By: 

Manager

\*Proof of recordation shall be provided to London Grove Township and to Yeatman's Counsel.

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Page: 3 of 11  
B-8252 P-993

RILEY RIPA...

09/22/2011 01:37P

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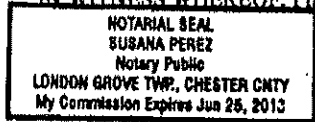
COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF Chester :

On this 13 day of September, 2011, before me, the undersigned officer, personally appeared Gerald E. Yeatman, who acknowledged himself to be the Vice President of Yeatman Property Management, a Pennsylvania corporation and General Partner of Yeatman Brothers Properties, a Pennsylvania limited partnership, and being authorized to do so, acknowledged that he executed the foregoing instrument for the purposes therein contained.

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



Susana Perez  
Notary Public

My commission expires: June 25, 2013

STATE OF DELAWARE :

: ss

COUNTY OF New Castle :

Manager of London Grove West  
GP, LLC the General Partner  
of London Grove West, LP

On this 15<sup>th</sup> day of September, 2011, before me, the undersigned officer, personally appeared Gregory Pittman, who acknowledged himself to be the Manager of London Grove West, LP, a Pennsylvania limited partnership, and being authorized to do so, acknowledged that he executed the foregoing instrument for the purposes therein contained.

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

Michelle R. Spradling  
Notary Public

My commission expires: September 20, 2012

MICHELLE R. SPRADLING  
NOTARY PUBLIC  
STATE OF DELAWARE  
My commission expires Sept. 20, 2012



211331.1

Unofficial

**EXHIBIT "A"**

Unofficial Copy



RILEY ROPER

09/22/2011 01:37P

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Page 3 of 11  
B-8252 P-993

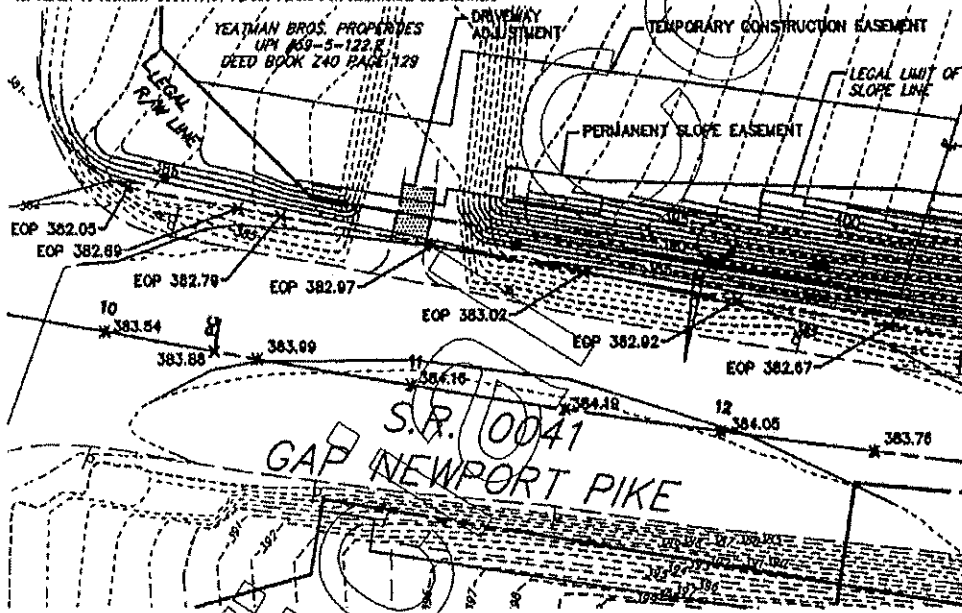
**GENERAL NOTES:**

1. ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.
2. BOUNDARY DETERMINATION AND TOPOGRAPHIC INFORMATION PROVIDED BY MILKINSON AND ASSOCIATES, INC.
3. THE LEGAL RIGHT-OF-WAY FOR SR 0041 IS BASED ON PLANS OBTAINED FROM PADOT TITLED "DRAWINGS FOR CONSTRUCTION AND CONDENSATION OF RIGHT-OF-WAY, ROUTE NO. 215/131 SECTION NO. 2" DATED DECEMBER 8, 1948. THE LEGAL RIGHT-OF-WAY FOR SR 8013 IS BASED ON PLANS OBTAINED FROM PADOT TITLED "DRAWINGS FOR ESTABLISHMENT OF LIMITED ACCESS HIGHWAY AND CONDENSATION OF RIGHT-OF-WAY, ROUTE NO. 1029 SECTION NO. 4 R/W" DATED JULY 10, 1963.
4. ALL WORK PERFORMED MUST BE IN ACCORDANCE WITH LONDON GROVE TOWNSHIP, PUBLICATION 406/2011, AND "STANDARDS FOR ROADWAY CONSTRUCTION", RC-0 TO 100. MAINTAIN TRAFFIC IN ACCORDANCE WITH PUBLICATION 413, TEMPORARY TRAFFIC CONTROL GUIDELINES.
5. THREE WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR MUST CONTACT THE PA ONE CALL SYSTEM, INC. PHONE 1-800-242-1774.
6. DRIVEWAYS WILL BE KEPT ACCESSIBLE AT ALL TIMES. LOCATE ALL SIGNS SO THAT SIGHT DISTANCES WILL NOT BE OBSTRUCTED AT DRIVEWAYS AND LOCAL ROADS.
7. DRIVEWAY ADJUSTMENTS SHALL CONSIST OF 1.5" THICK SAND HMA WEARING COURSE OVER 2.5" THICK SAND HMA BINDER COURSE OVER 4" THICK SAND HMA BASE COURSE OVER 8" THICK STONE SUBBASE (NO. 2A).
8. IF IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO GRADE ADJUST/ RELOCATE OR HAVE ADJUSTED OR RELOCATED BY THE APPROPRIATE UTILITY COMPANY, ALL MANHOLES, VALVE COVERS, VENTS, ETC. WHICH FALL WITHIN THE PROJECT LIMITS, THE COST OF THIS WORK SHALL BE INCLUDED IN VARIOUS ITEMS IN THE HIGHWAY CONSTRUCTION CONTRACT.
9. ALL DISTURBED GRASS/LANDSCAPE AREAS OUTSIDE THE ROADWAY IMPROVEMENT AREAS MUST BE RETURNED TO THE ORIGINAL CONDITION OR BETTER. INSTALL TOPSOIL & SEEDING, 4" THICK WITH MULCHING (STRAW) FOR DISTURBED AREAS TO THE SATISFACTION OF THE CHESTER COUNTY CONSERVATION DISTRICT.
10. REFER TO HIGHWAY OCCUPANCY PERMIT PLANS FOR ADDITIONAL INFORMATION.

TOTAL AREA OF EXISTING LEGAL LIMIT OF SLOPE  
= 2,695 SF, 0.062 AC

TOTAL AREA OF PERMANENT SLOPE EASEMENT  
= 687 SF, 0.023 AC

TOTAL AREA OF TEMPORARY CONSTRUCTION EASEMENT  
= 6,497 SF, 0.148 AC



**YEATMAN BROTHERS PROPERTIES  
GRADING EXHIBIT**

DATE MAY 03, 2011  
JOB # 808521  
SCALE 1" = 40'

LONDON GROVE WEST SITE ACCESS  
ONTO S.R. 0041 GAP NEWPORT PIKE



11124967  
Page 6 of 11  
B-8252 P-993

UN

**EXHIBIT "B"**

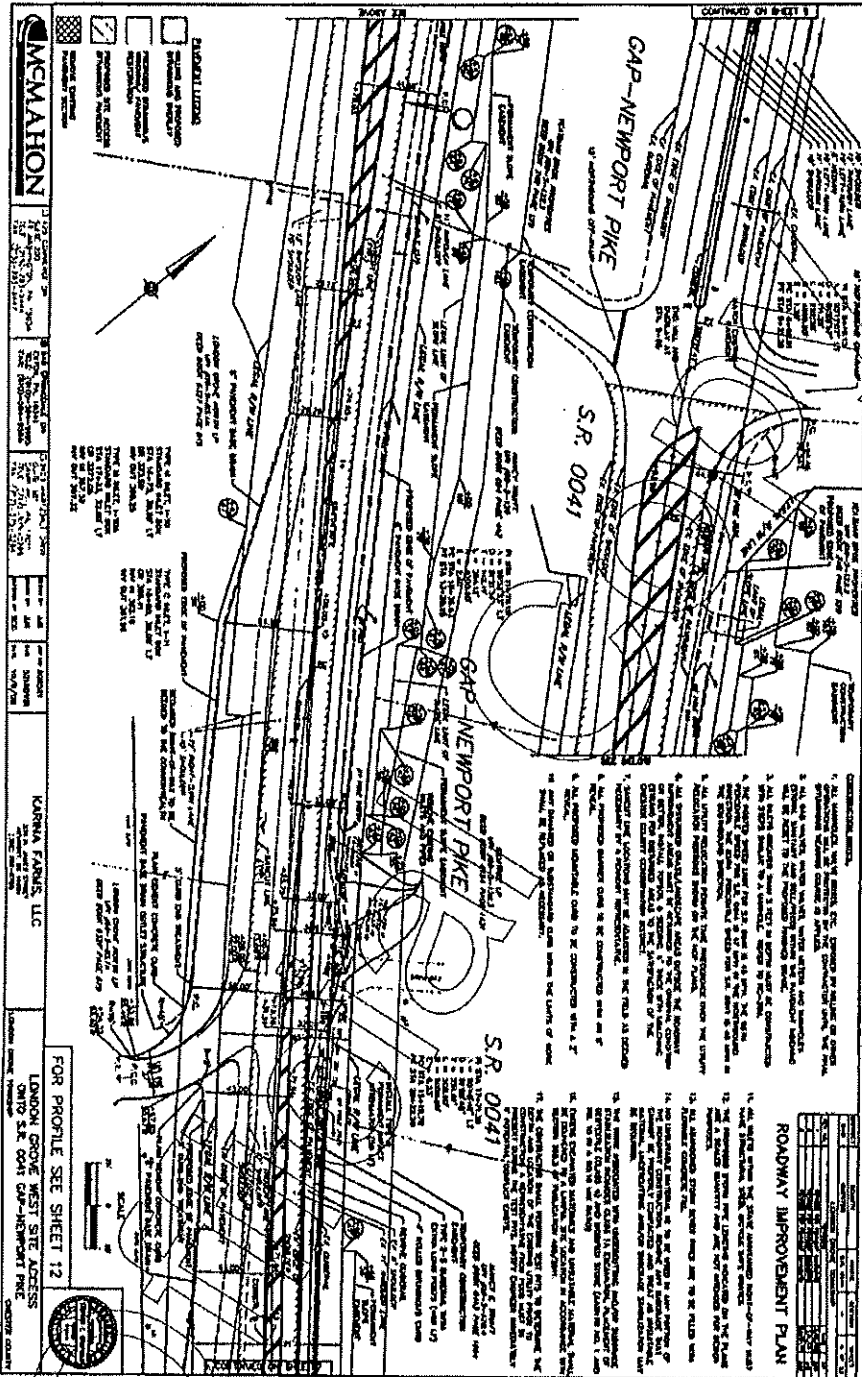
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RILEY RIFER ...

09/22/2011 01:37P

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Page: 7 of 11  
B-8252 P-993



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 Page 8 of 11  
 B-8252 P-993

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**EXHIBIT "C"**

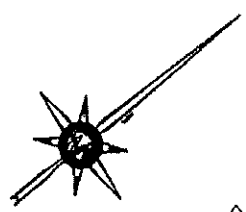
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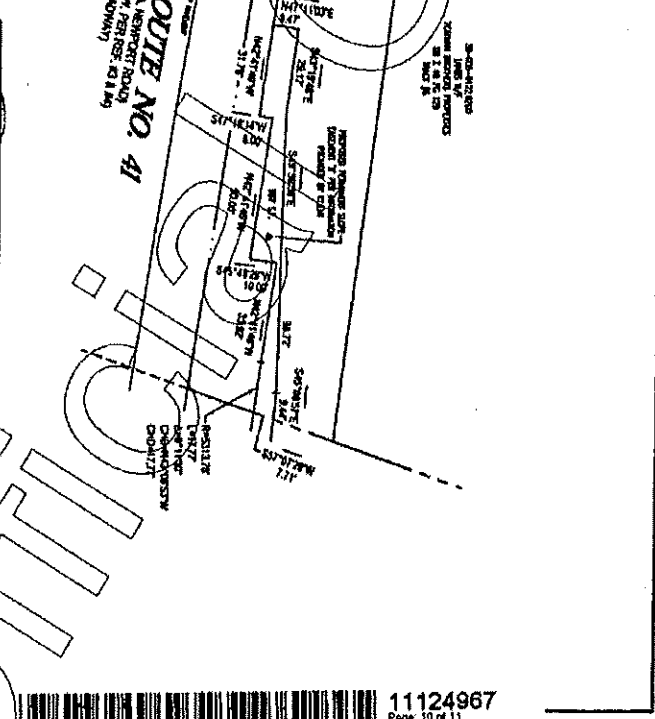
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Page 9 of 11  
B-8252 P-993



**PA STATE ROUTE NO. 41**  
 (KILLBUCK TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA)  
 (APPROXIMATE WIDTH 100' PER 100' AS SHOWN)

	PREPARED BY <b>WILKINSON &amp; ASSOCIATES, INC.</b> <small>100 North Front Street, 10th Floor, Philadelphia, PA 19106</small>
	APPROVED BY <b>ROBERT L. CONDON</b> <small>PROFESSIONAL ENGINEER, CIVIL ENGINEERING          LICENSE NO. 10000, STATE OF PENNSYLVANIA</small>



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 Page 10 of 11  
 B-8252 P-993  
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**LEGAL DESCRIPTION  
SLOPE EASEMENT "A"  
LONDON GROVE VILLAGE  
TAX PARCEL NO. 59-5-122.02**

ALL THAT CERTAIN parcel or tract of land situate in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania, and to be recorded in the Recorder of Deeds Office in the County of Chester, as follows:

BEGINNING AT A POINT of intersection of the northerly slope easement line of Pa. State Route 41, aka LR 215, with the common property line between lands now or formerly of Yeatman Brothers Properties (Tax Parcel No. 59-5-122.02) and lands now or formerly of Nancy Truitt (Tax Parcel No. 59-5-120), THENCE, leaving said beginning point and along the northerly slope easement line of relocated Pa. State Route 41 the following six (6) courses and distances:

1. Along an arc of a circle curving to the right, having a radius of 5,313.78 feet and an arc distance of 17.77 feet, a chord bearing of North 43 degrees 08 minutes 53 seconds West, a distance of 17.77 feet to a point, thence;
2. North 42 degrees 41 minutes 46 seconds West, a distance of 35.92 feet to a point, thence;
3. South 45 degrees 46 minutes 28 seconds West, a distance of 10.00 feet to a point, thence;
4. North 42 degrees 41 minutes 46 seconds West, a distance of 50.00 feet to a point, thence;
5. South 47 degrees 18 minutes 14 seconds West, a distance of 5.00 feet to a point, thence;
6. North 42 degrees 41 minutes 46 seconds West, a distance of 31.76 feet to a point, thence;

Continuing through said lands of Yeatman Brothers Properties (Tax Parcel No. 59-5-122.02) the following four (4) courses and distances:

1. North 47 degrees 11 minutes 03 seconds East, a distance of 9.47 feet, to a point, thence;
2. South 43 degrees 19 minutes 48 seconds East, a distance of 29.17 feet, to a point, thence;
3. South 49 degrees 59 minutes 36 seconds East, a distance of 98.72 feet, to a point, thence;
4. South 45 degrees 08 minutes 57 seconds East, a distance of 9.44 feet to a point on the common property line between said lands of Yeatman Brothers Properties (Tax Parcel No. 59-5-122.02) and lands of Nancy Truitt (Tax Parcel No. 59-5-120);

Along said common property line between said lands of Yeatman Brothers Properties (Tax Parcel No. 59-5-122.02) and lands of Nancy Truitt (Tax Parcel No. 59-5-120), South 57 degrees 07 minutes 26 seconds West, a distance of 7.77 feet to the point and place of beginning.

CONTAINING 987 SQUARE FEET OR 0.023 ACRES

1220 Valley Forge Road, The Commons of Valley Forge, Unit 25, P.O.# 987, Valley Forge, PA 19482 P 610 415-1220 F 610-415-1224

  
11124967  
Page 11 of 11  
B-8252 P-993

ROLEY RIFER

09/22/2011 01:37P



Prepared By: McMahon Associates, Inc.  
840 Springdale Drive  
Exton, PA 19341



Return To: Richard Avicoli, District Permit Manager  
PennDOT District 6-0  
7000 Geerdes Blvd.  
King of Prussia, PA 19406

Site Location: UPI # 59-5-122.2 p/b ✓

M-950 D2 (6-11)



COUNTY	Chester
SR - SEGMENT-OFFSET	SR 0041 - SEG 0110 - OFF 1024 TO 1164
MUNICIPALITY	London Grove Township
APPLICATION/PERMIT NO.	Application No. 189644
APPLICANT/PERMITTEE	London Grove West, LP 234 N. James Street Newport, DE 19804

**DEED OF EASEMENT**  
(No Monetary Consideration)

THIS INDENTURE, made this 12<sup>th</sup> day of April, 2012 by London Grove West, LP owner(s) of property affected by the proposed construction or improvement of the above mentioned State Route under the referenced highway occupancy application/permit, their heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

**WITNESSETH:**

WHEREAS the COMMONWEALTH has received an application from the GRANTOR for issuance of a highway occupancy permit for access to the above referenced highway; and

WHEREAS the parties hereto have agreed that, as a condition to issuance of the referenced permit, the GRANTOR will convey to the COMMONWEALTH a slope easement and other estate(s) as designated, if any, from the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the benefits to the property of the GRANTOR, the GRANTOR does hereby grant and convey to the COMMONWEALTH a slope easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Easement Agreement of Yeatman Brothers Properties, LP, dated September 13, 2011 and recorded in Deed Book 8252, Page Number 993, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 987 square feet (0.023 Acres). And the GRANTOR warrants GENERALLY the property hereby conveyed.

This Document Received  
04/20/2012  
11:01AM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 11174674  
Receipt #: 810408  
Rec Fee: 54.00

11174674  
FILED  
B-8407 P-1880

UNRECORDED COPY

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

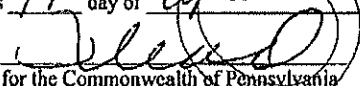
The GRANTOR does further indemnify the COMMONWEALTH, its employees or representatives against any claim, demand or judgment of any type made by any lessee or easement holder of the aforesaid property who is not an Applicant/Permitee under the referenced application/permit and who may be adversely affected by the construction of the improvements to the demised premises or in the State highway right of way pursuant to the referenced application/permit.

**Certificate of Residence**

I hereby certify the Grantee's precise residence to be:

PennDOT District 6-0  
7000 Geerdes Boulevard  
King of Prussia, PA 19406

Witness my hand this 19 day of April, 2012

  
Agent for the Commonwealth of Pennsylvania  
Department of Transportation

[remainder of page intentionally left blank]

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B-8407 P-1880

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Copy

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS


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

ENTITIES\*

GRANTOR:  
Landon Grove West, LP  
(Name of Entity)

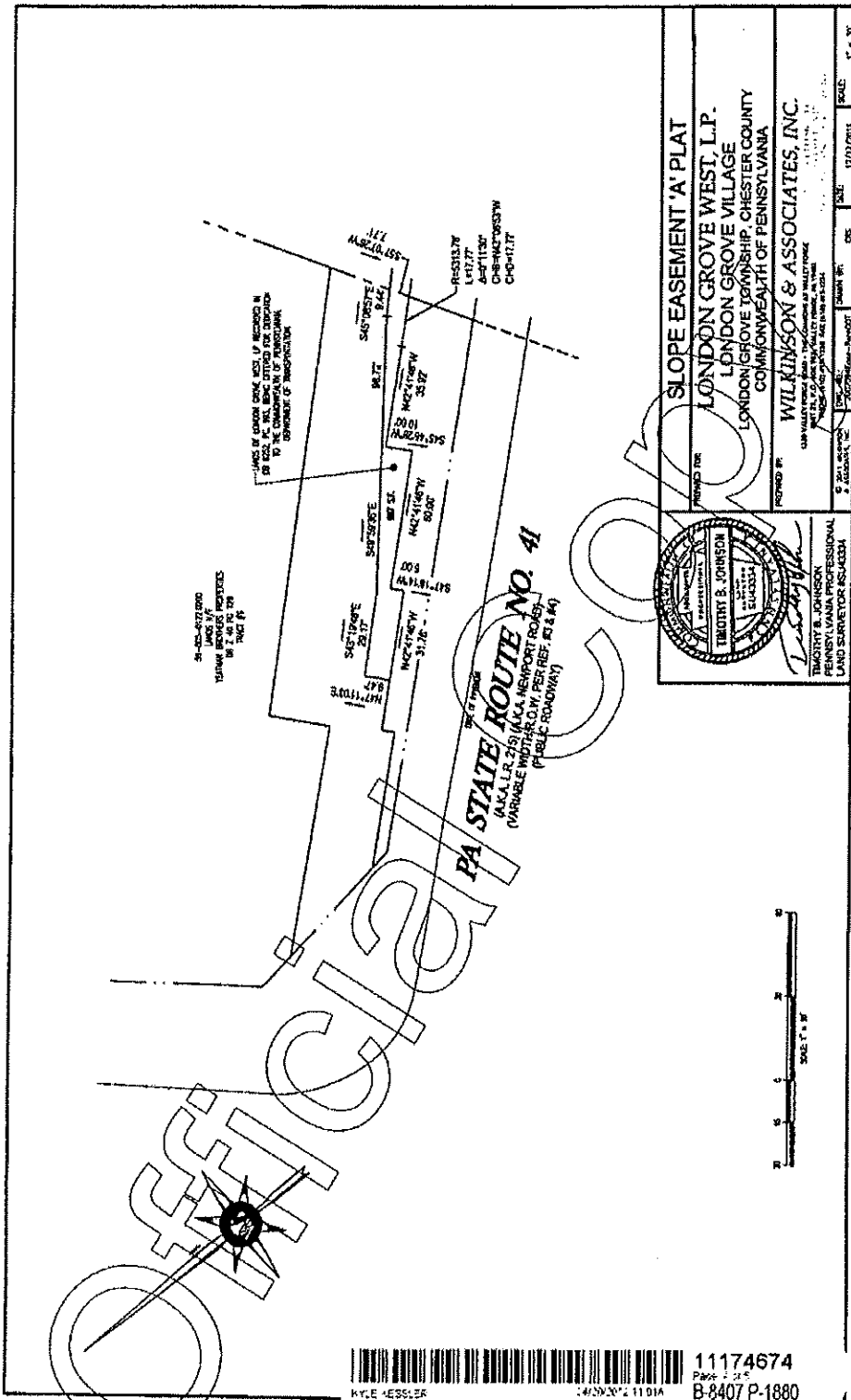
BY: Landon Grove West GR, LLC  
its general partner  
BY: [Signature]  
Manager

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3-06.

INDIVIDUAL	ENTITY
STATE OF PENNSYLVANIA COUNTY OF _____	STATE OF PENNSYLVANIA <u>Delaware</u> COUNTY OF <u>New Castle</u>
On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____	On this <u>19<sup>th</sup></u> day of <u>April</u> , 20 <u>12</u> , before me, <u>Michelle R. Spadling</u> , the undersigned officer, personally appeared <u>Crescenta Petteraro</u>
_____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed the instrument for the purposes contained in it.	_____, who acknowledged <u>him</u> self to be the <u>Manager of Landon Grove</u> _____ of <u>West GR, LLC</u> , the general _____ and that as such _____ partner of <u>Landon Grove West</u> , <u>LP</u> _____ (title), being authorized to do so, executed the foregoing instrument for the purposes contained in it by signing on behalf of the entity as _____. (title).
In witness whereof, I hereto set my hand and official seal.	In witness whereof, I hereto set my hand and official seal.
_____ [Signature] _____ [Title]	<u>Michelle R. Spadling</u> [Signature] <u>Executive Assistant</u> [Title]
[Seal]	[Seal] 

Unofficial

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B-8407 P-1880



34-024-121220  
LONDON GROVE WEST, L.P.  
158444 BRONDS PARKWAY  
LONDON GROVE WEST, L.P.  
LONDON GROVE, PA

...LOTS BY LONDON GROVE WEST, L.P. RECORDED IN  
BY 6232, P.C. MAY BEING OFFERED FOR DISPOSITION  
TO THE COMMONWEALTH OF PENNSYLVANIA  
COMMUNITY OF INTEREST

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

347.77' 98.51'  
S87°17'00" E 146.27' 89.20'

**SLOPE EASEMENT 'A' PLAT**  
**LONDON GROVE WEST, L.P.**  
**LONDON GROVE VILLAGE**  
**LONDON GROVE TOWNSHIP, CHESTER COUNTY**  
**COMMONWEALTH OF PENNSYLVANIA**  
**WILKINSON & ASSOCIATES, INC.**  
 1000 MARKET STREET, SUITE 400  
 PHILADELPHIA, PA 19107  
 P 215.381.1300  
 F 215.381.1301  
 WWW.WILKINSONANDASSOCIATES.COM  
 DATE: 05/11/17  
 SHEET: 1 OF 5

FORMED FOR  
**LONDON GROVE WEST, L.P.**  
**LONDON GROVE VILLAGE**  
**LONDON GROVE TOWNSHIP, CHESTER COUNTY**  
**COMMONWEALTH OF PENNSYLVANIA**

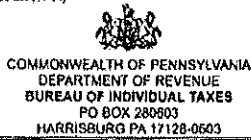
PREPARED BY  
**WILKINSON & ASSOCIATES, INC.**  
 1000 MARKET STREET, SUITE 400  
 PHILADELPHIA, PA 19107  
 P 215.381.1300  
 F 215.381.1301  
 WWW.WILKINSONANDASSOCIATES.COM  
 DATE: 05/11/17  
 SHEET: 1 OF 5

PA STATE ROUTE NO. 41  
 (A.K.A. R. 218) (A.K.A. NEWPORT ROAD)  
 (MARKED WITH P.O.N. PER REF. 87 & 84)  
 (PUBL. ROADWAY)

TIMOTHY B. JOHNSON  
 LICENSE NO. 21000  
 SURVEYOR

TIMOTHY B. JOHNSON  
 PENNSYLVANIA PROFESSIONAL  
 LAND SURVEYOR 8348384

KYE \#ESS:EK  
 14:29:30'2 1101A  
 SCALE: 1" = 40'



# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid  
Book Number 8401  
Page Number 1880  
Date Recorded 4-26-12

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

Name: Kyle Kessler  
Telephone Number: 610-594-9995  
Street Address: 840 Springdale Drive  
City: Exton  
State: PA  
Zip Code: 19341

**B. TRANSFER DATA**

Date of Acceptance of Document: 4/12/2012  
Grantor(s)/Lessor(s): London Grove West, LP  
Street Address: 234 N. James St.  
City: Newport  
State: DE  
Zip Code: 19804  
Grantee(s)/Lessee(s): PennDOT District 6-0  
Street Address: 7000 Geendes Blvd.  
City: King of Prussia  
State: PA  
Zip Code: 19406

**C. PROPERTY LOCATION**

Street Address: Gap Newport Pike  
City, Township, Borough: London Grove Township  
County: Chester  
School District: Avon Grove  
Tax Parcel Number: 10.023 acres  
110 DPE 59-5-122.2

**D. VALUATION DATA**

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value not separately assessed	5. Common Level Ratio Factor X	6. Fair Market Value = nominal value

**E. EXEMPTION DATA**

1a. Amount of Exemption Claimed  
1b. Percentage of Interest Conveyed

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_.
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.)  
Transfer to Commonwealth Easement

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: [Signature]  
Date: 4/20/12

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

11174674  
KYLE KESSLER  
04/20/2012 11:01A  
B-8407 P-1880

Unrecorded

UNDERGROUND GRANT  
Form 2863 (11/74) TCU

Received of The LNJ Telephone Company of Pennsylvania, the sum of ONE Dollar(s) (\$ 1.00), in consideration of which the undersigned hereby grants unto the said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, and to supplement, operate and maintain communication lines (including distribution laterals connected to said lines) consisting of but not limited to such conduits, manholes, cables, wires, loading coil cases, pedestals, terminals, and other appurtenances as the grantee may from time to time require, on, under, along and across OUR land, said land being located AT NO. 3 PLANT GLENWILLOW RD. NORTH OF RTE 1 BALTIMORE PC. ANDAUBLE PA. 19311 COUNTY DE CHESTER with the right of access over said land to construct and maintain said underground line and appurtenances thereto by the most reasonable means; and to permit others to use facilities constructed hereunder, with the further right to lease and/or convey any part or all the rights hereunder to an electric light, power or other company for the purpose of the transmission and distribution of electric energy or communication signals.

BURY TELEPHONE CABLE  
PEDESTAL TERMINAL

IN WITNESS WHEREOF WE have hereunto set OUR hand(s) and seal(s) this 2<sup>ND</sup> day of FEBRUARY, A.D. 1976 at US 1 BYPASS RTE W AVENUE PA. 19311 (Post Office Address) YEATHMAN BROTHERS

WITNESS OR ATTEST:  
James C. Clark

Arthur P. Yeathman, father (Seal)  
Landowner

GAMES D. CLARK  
R/W REP.

ARTHUR P. YEATHMAN  
POWER OF ATTORNEY

MAY 27 2 09 PM '76  
RECORDED DEEDS  
CHESTER CO. PA.  
Approved:

331 69

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_

(Corporation Acknowledgment)

)<sup>ss</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared \_\_\_\_\_

\_\_\_\_\_ who acknowledged himself (herself) to be

\_\_\_\_\_ of \_\_\_\_\_ a corporation,

and that he (she) as such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument

for the purpose therein contained by signing the name of the corporation by myself as \_\_\_\_\_

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

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF DELAWARE

(Individual Acknowledgment)

)<sup>ss</sup>

On this 2ND day of FEBRUARY, A.D. 19 76

before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared the above-named

ARTHUR P. YERMAN

and in the face of law acknowledged the foregoing instrument for the purpose therein contained to be (his) (her) act and deed, and desired

BELL TELEPHONE CO. OF PA.  
JAMES C. CLARK  
U. S. ROUTE 1  
CHADDS FORD, PA. 19311

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

RECORDER OF DEEDS

*Bernard G. Pipe*  
NOTARY PUBLIC  
BERNARD G. PIPE - NOTARY PUBLIC  
CHESTER, DELAWARE COUNTY  
MY COMMISSION EXPIRES SEPT. 9, 1978  
Member, Pennsylvania Association of Notaries

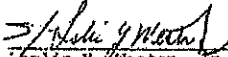
Rec. in Chester Co. Pa. in

Vol. BL 331 Page 79

331 70

BE IT, and IT IS HEREBY, RESOLVED that the Township of  
London Grove adopts as an Agricultural Security, in accordance  
with the Agricultural Area Security Law, all that property  
designated on the attached map and further defined by the at-  
tached list of property owners and Tax Parcel Numbers.

Adopted this Third Day of January, 1989.

  
\_\_\_\_\_  
Julia Y. Weston, Jr.  
Chairman

\_\_\_\_\_  
Jess E. Hewley

\_\_\_\_\_  
Thomas A. Gouge

OK 209216399



# LONDON GROVE TOWNSHIP AGRICULTURAL SECURITY AREA

Adopted January 3, 1989

2080 Acres



00129216400

Scale: 1" to 3200 Feet  
(Approximate)

LONDON GROVE TOWNSHIP AGRICULTURAL AREA

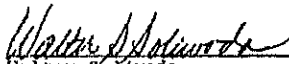
<u>Landowner Name</u>	<u>Tax Parcel Number</u>	<u>Acreege</u>
William P. Wood, Trustee	59-5-25	30
William P. Wood & Sara W. Wood	59-5-25.1	4.1
Louis Neilson	59-5-56	30.9
Robert R. Strawbridge, III	59-5-55	209
Donald P. Ross, Jr. & Susan W. Ross	59-5-26	108.5
Susan Warner Ross	59-5-59.1	17.3
Frederick C. & Eleuthera G. Fischer	59-2-10	4.2
" " " "	59-2-15.2	2.8
Wendy L. Jones	59-5-149	17.1
Antelo Devereaux, Jr. & Mag Devereaux	59-5-24	45
Frazier Cheston & Louis Cheston	59-2-8.3A	10
Wendy L. Jones & Russell B. Jones, Jr.	59-5-54	8.3
W. B. Dixon Stroud, Jr.	59-2-18.5	16.8
" " " "	59-2-18.4	8.1
" " " "	59-2-19	53.8
W. B. Dixon Stroud	59-2-20	194.7
" " " "	59-5-28	124.8
" " " "	59-6-3	9.2
" " " "	59-5-61	69.3
" " " "	59-5-62.1	32.3
" " " "	59-6-4	4
W. B. Dixon Stroud, Executor, Est. of Joan M. Stroud	59-2-18.1	71.9
W. B. Dixon Stroud, Adrian Bradford & Ann Bradford	59-5-28.1	23.5
Adrian & Ann Bradford	59-6-1	15.1
" " " "	59-5-62	23.8
Franklin Hunter	59-2-1	8.1
" " " "	59-2-1.1	50.6
Harvey Journey	59-5-53.2	15
William & Elizabeth C. Lamotte	59-2-18.6	12.6
Richard & Patricia Bartholomew	59-5-143.1	13.6
Margaret Burns	59-5-53.1	3
James E. Saunders & Linda B. Saunders	59-5-22	5.2
William P. Moore & Sara W. Moore	59-2-8.3	36.5
William P. Moore & Sara W. Moore	59-2-8.2	24.6
William P. Moore	59-2-17.1	88.7
Sara W. Moore	59-5-143	43.6
" " " "	59-5-51.1	64.7
" " " "	59-2-15	61.8
" " " "	59-4-3.3	32.7
Arthur & Pamela J. Bazzoli	59-11-13.1	3.1
Aldo P. & Livia Bazzoli	59-11-13	7.3

6K2092P6401

<u>Landowners Name</u>	<u>Tax Parcel Number</u>	<u>Acres</u>
Yeatman Brothers Properties	59-5-77.3	40
" " "	59-5-126	76.9
" " "	59-5-72.5A	6.7
Howard F. & Eleanor C. Mark	59-7-2	52
" " "	59-4-13	108.8
" " "	59-7-13	6.7
Isabel Goodwin	59-11-19	19.5
Robert & Rita F. Crowley	59-4-25.2	14.7
David W. & Hope M. W. Martin	59-5-6.1	4.2
" " "	59-5-14	22.3
Samuel L. Edwards	59-4-26	125.9
Kenneth A. & Marilyn H. Benson	59-4-25.1	41
Richard & Adeline Lloyd	59-4-21	126.5
Lawrence E. Spencer, Jr.	59-6-6	63
" " "	59-5-73	12.7
Donald & Julia Needham	59-5-150	48.9
" " "	59-5-39	50
" " "	59-7-55.1	18.7
" " "	59-7-50	15
Donald B. Needham & Sons	59-7-49	6.2
Thomas C., Richard P. & Ralph O. Rosazza	59-6-13	94.3
" " " " "	59-6-14	3.9
" " " " "	59-6-15.3	20.1
John E. Speakman	59-5-44	23.8
" " "	59-4-9	62.6
" " "	59-5-2	44
Edward & Thelma W. Tingley	59-5-16.2	4.1
" " " "	59-2-3	49.5
" " " "	59-5-16	9.2
" " " "	59-5-9.3	7.2
" " " "	59-5-20	41.7
" " " "	59-5E-3	6.3
Thelma Tingley	59-2-11	2.8
Jerry & Darlene LaMastra	59-8-141.5	10.2

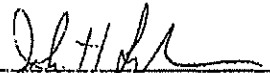
02092F0402

I certify that the attached Resolution was unanimously adopted by the Board of Supervisors of London Grove Township at a regularly scheduled meeting held January 3, 1989.

  
Walter Soliwoda  
Secretary

On this, the *17* day of *August* 1989, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Borough of West Chester, the undersigned officer, personally appeared Walter Soliwoda, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

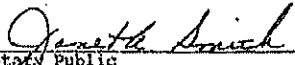
  
Notary Public



BK 2092 PG 403

On this 30<sup>th</sup> day of July, 1990, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Borough of West Chester, Chester County, the undersigned officer, personally appeared Leslie V. Weston, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

  
Notary Public

NOTARIAL SEAL  
JANET A. SMITH, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Jan. 4, 1993

HK 2092 PG 04

178318

RECORDER OF DEEDS  
CHESTER COUNTY PA  
90 JUN 21 11 01 AM '97



178318	
MISC	66.00
TAX	0.50
CHECK	46.50
TREN 2	
03-31-96 FEE 62	JANET 9376 09130TH

*Handwritten notes:*  
 P  
 D. B...  
 136 W...  
 H...  
 ...  
 ...

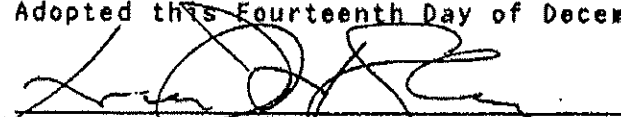
NR209216405

59.50

RESOLUTION NUMBER 217 OF 1995

BE IT, AND IT IS HEREBY RESOLVED, that the Township of London Grove adopts as an Agricultural Security Area, in accordance with the Agricultural Area Security Law, all the property designated on the attached list of property owners.

Adopted this Fourteenth Day of December, 1995

  
Louis Kaplan, Vice Chairman

  
Richard Bartholomew, Member

  
Daniel W. Williams, Member

Unofficial Copy

On this 20<sup>th</sup> day of December, 1995, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Township of London Grove, Chester County, the undersigned officer, personally appeared Louis Kaplan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Walter S. Solivoda*  
-----  
Notary Public

Notarial Seal  
Walter S. Solivoda, Notary Public  
London Grove Twp., Chester County  
My Commission Expires Oct. 7, 1998

Unofficial



On this 20<sup>th</sup> day of December, 1995, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Township of London Grove, Chester County, the undersigned officer, personally appeared Richard Bartholomew, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Walter S. Solivoda*  
-----  
Notary Public

Notarial Seal  
Walter S. Solivoda, Notary Public  
London Grove Twp., Chester County  
My Commission Expires Oct. 7, 1998

Unofficial

On this 20<sup>th</sup> day of December, 1995, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Township of London Grove, Chester County, the undersigned officer, personally appeared Daniel W. Williams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Daniel Williams*  
-----  
*Walter B. Solwoda*  
-----  
Notary Public

Notarial Seal  
Walter B. Solwoda, Notary Public  
London Grove Twp., Chester County  
Commission Expires Oct. 7, 1998

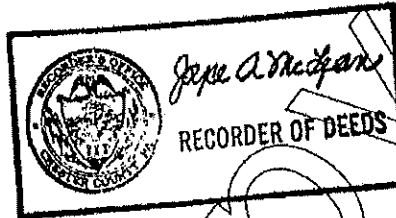
Unofficial

LONDON GROVE TOWNSHIP, CHESTER COUNTY, PA  
 AGRICULTURAL SECURITY AREA

OWNER NAME,	TAX PARCEL	NUMBER OF ACRES
Bartholomew, Richard & Patricia	59-5-143.1	13.6
Benson, Kenneth & Marilyn	59-4-25.1	41.0
Hannum, Anne S.	59-6-1	15.1
Stroud, Anne S.	59-5-62	23.8
Burns, Margaret	59-5-53.1	3.0
Cheston, Frazier	59-2-8.3A	32.5
Devereaux, Jr. Antelo & Margaret	59-5-24	45.0
Edwards, Samuel & Catherine	59-4-26	125.9
Goodwin, Isabel Trt	59-11-19	19.5
Hopkins, Michael & Donna	59-5-73	12.7
Hunter, Franklin E.	59-2-1	8.1
16 Hunter, Franklin E.	59-2-1.1	50.6
Jones, Jr Russel & Wendy	59-5-54	8.3
Jones, Wendy	59-5-149	17.1
Journey, Harvey & Mary	59-5-53.2	15.0
LaMastra, Jerry	59-8-141.5	10.2
LaMotte, William & Elizabeth	59-2-18.6	12.6
Lloyd, Richard & Adeline	59-4-21	126.5
Mark, Eleanor/Mark Family Trt	59-7-2	44.3
Mark, Howard & Eleanor	59-7-13	6.7
Mark Family Trt	59-4-13	101.0
Martin, David & Hope	59-5-6.1	4.2
Martin, Hope	59-5-14	27.5
Moore, Sara	59-5-51.1	64.7
Moore, Sara	59-5-143	43.6
Moore, Sara	59-2-15	61.8
Moore, Sara	59-2-16	39.7
Moore, Sara	59-2-17.1	88.7
32 Needham, Donald & Julia t/a	59-7-49	6.2
Needham, Donald & Julia	59-5-39	50.0
Needham, Donald & Julia t/a	59-7-50	15.0
Needham, Donald & Julia t/a	59-7-55.1	18.7
Needham, Donald & Julia	59-5-150	48.9
Neilson, Louis III	59-5-56	30.9
Rosazza, Thos, Ralph, Richard	59-6-13	94.3
Rosazza, Thos. et al	59-6-15.3	20.1
Rosazza, Thos, Ralph, Richard	59-6-14	3.9
Ross, J, Donald	59-5-26	108.5
Sharp, Isabella	59-5-59.1	17.3
Saunders, James & Linda	59-5-22	5.2
Speakman, Lillian	59-5-44	23.8
Speakman, Donald Sr.	59-4-9	62.6
Speakman, John & Lillian	59-5-2	64.5
44 Spencer, Laurence & Evelyn	59-6-6	63.0
Strawbridge, Robert III	59-5-55	207.0
Stroud, W.B.D. Jr & Allison	59-2-18.1	71.9
Stroud, W.B.D. Jr	59-2-19	53.8
Stroud, W.B.D. Jr	59-2-18.5	16.8
Stroud, Morris II & Donna	59-5-62.1	32.3
Stroud, Morris III & Anne H Trt	59-5-28	124.8
Stroud, W.B.D	59-6-3	14.0

	Stroud, W.B.D.	59-5-61	69.3
	Stroud, W.B.D.	59-6-4	4.0
	Hannum, Anne S.	59-5-28.1	23.5
	Stroud, W.B.D.	59-2-20	194.7
	Hunter, Franklin	59-2-3	49.5
	Tingley, Thelma	59-5-9.3	7.2
	Tingley, Edward	59-5E-3	6.3
	Tingley, Thelma	59-5-20	41.7
	Tingley, Edward	59-5-16	9.2
	Tingley, Edward	59-5-16.2	4.1
	Tingley, Edward	59-2-11	2.8
	Wood, William	59-5-25.1	4.1
	Wood, Wm. Trt	59-5-25	35.0
	Yeatman Bro Prop	59-5-126	76.9
	Yeatman Bro Prop	59-5-72.5A	6.7
57	Yeatman Bro Prop	59-5-77.3	40.0
	Buchanan, Fam Trt	59-1-7	26.8
	Lamore, Catherine	59-8-146	14.9
	Shuler, E. Scott & Judith	59-7-11	3.4
	Gouge, Nelson, Anna, John	59-8-128	61.8
	Gouge, William, Nelson, Anna	59-7-55	62.3
67	Santucci, Vincent Jr.	59-8-20.1	30.3
	CCIDA c/o Gourmet's Delight <sup>Index</sup>	59-11-24	39.5
	Roberts, H/Losito, M	59-8-66	49.4
	CCIDA c/o Hudson Farms, Inc. <sup>Index</sup>	59-8-58	45.9
72	CCIDA c/o Hudson Farms, Inc. <sup>Index</sup>	59-8-64	25.2
	Hudson Farms, Inc.	59-8-60	13.3
	Needham, Donald	59-7-48	13.3
	Saunders, James & Linda	59-5-140	2.6
73	Bodtke, Kendall Pusey Atwood	59-11-19.3	13.1
	Bodtke, Kendall Pusey Atwood	59-11-9.16	2.5
	Bodtke, Kendall Pusey Atwood	59-11-9.17	2.1
	Reef, Robert & Virginia	59-5B 3 & 4 (Combined)	1.7
74	Reef, Robert & Virginia	59-5-21.1	6.2
	Wilkinson, Lewis & Mary	59-5-43	23.9
	Bezdek, Marice Terrence, Margaret	59-5-12	9.6
	DiNenno, Anthony Jr & Beth	59-5-30.3	26.9
	Yeatman Bro Prop.	59-5-77	1.4
	Yeatman Bro Prop.	59-5-121	16.1
	Yeatman Bro Prop.	59-5-122	2.9
	Yeatman Bro Prop.	59-5-77.3A	19.0
	Shaffer, Robert & Joyce	59-4-1.1	10.0
84	Spencer, Est. of Laurence Sr. (just subdiv. into 7)		126.2
	Goddard, Steven & Marna	59-11-5	52.0
87	Young, J. Nelson	59-8-1.2	135.8

TOTAL ACRES: 3,629.3



DATE: 12/21/1995 TIME: 12:28P INST NO.: 69537

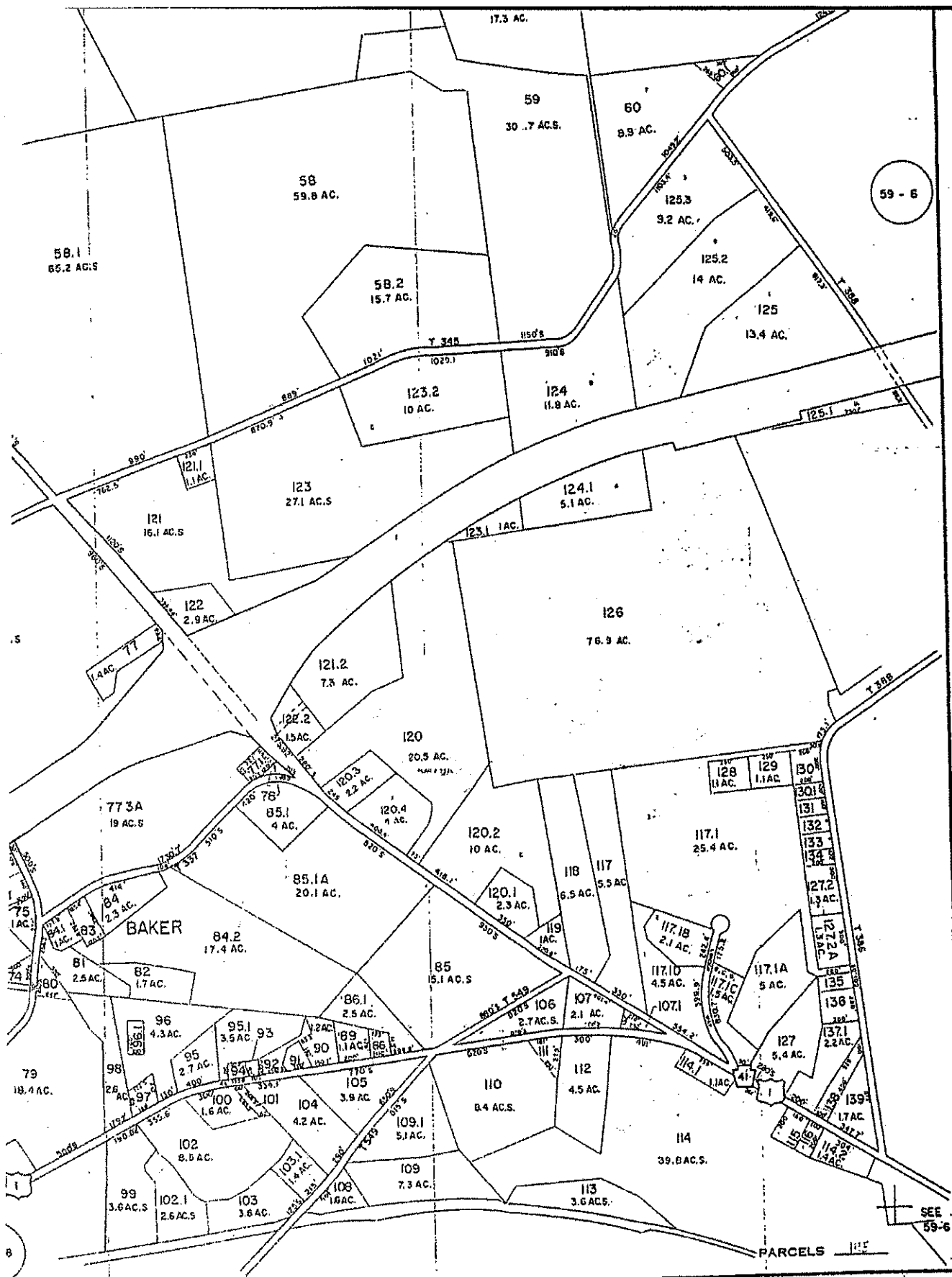
CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	032124	TYPE DOC :	MISC
REC FEE	:		59.00
LOC RTT	:		0.00
ST RTT	:		0.00
WRIT TAX	:		0.50

RETURN TO

*LoAnn Hertz Inc.*  
550 S. Baltimore Pike  
West Grove, Pa. 19390

BK3975PG2339



SCALE - 1" = 400'

THIS MAP PREPARED FOR ABSTRACT PURPOSES ONLY.  
IT IS NOT DESIGNED TO PROVIDE ENGINEERING DATA. 59-5



# ALTA PLAIN LANGUAGE TITLE COMMITMENT

## TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I – REQUIREMENTS

SCHEDULE B-II – EXCEPTIONS

CONDITIONS



## **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.

## 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.

## 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

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

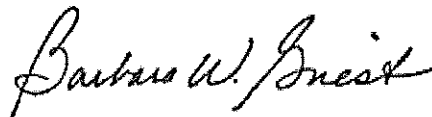
Commitment No.: 15PA01250

**SCHEDULE A**

1. Commitment Date: January 15, 2015 at 12:00 AM
2. Policy (or Policies) to be issued:
  - (a) Owner's Policy Amount  
Proposed Insured: \$0.00  

---

TBD
  - (a) Loan Policy Amount  
Proposed Insured: \$0.00  
, its successors and/or assigns as their respective interests may  
appear.
3. Fee Simple interest in the land described in this Commitment is owned, at the  
Commitment Date, by:  
  
Carrollton Avondale Company, LLC
4. The land referred to in the Commitment is described as follows:  
1056 Gap Newport Pike , Avondale, PA 19311  
  
SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest  
President  
Trident Land Transfer Company

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 15PA01250

### 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 Carrollton Avondale Company, LLC to \_\_\_\_\_ TBD.  
  
Mortgage from \_\_\_\_\_ TBD to , securing the principal amount of \$0.00.
5. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
6. Payment of full consideration to or for the account of the grantors or mortgagors.
7. Payment of the premiums, fees and charges for the policy.
8. Possible unfiled mechanics liens and municipal claims.
9. Terms of any unrecorded lease or rights of parties in possession.
10. Proof that all natural persons in this transaction are of full age and legally competent.
11. Proof of identity of parties as set forth in Recital.
12. **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.
13. 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.
14. 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.
15. 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.

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

16. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
17. 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 2015Assessment \$230,180.00 Tax ID / Parcel No. 59-05-0120.02A / UPI No. 59-5-120.2A 2014 Real Estate taxes liened
18. 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 2015.
19. MECHANICS AND MUNICIPAL CLAIMS: NONE
20. MORTGAGES:
  - a. Amount: \$26,662.90  
Mortgagor: Carrollton Avondale Company, LLC  
Mortgagee: Richard C. Senker, Esquire  
Dated: 11/8/11 and Recorded 2/16/12 in Record Book 8360 Page 788.
21. JUDGMENTS: NONE
22. 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.
23. 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.
24. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
25. Last Insured: Robert Chalphn Associates, Inc.; No. 128996-NFA; Dated: 11/28/05; Amount: \$4,050,000.00.
26. The following note is for Informational Purposes Only:The following deed(s) affecting said land were recorded within six (6) months of the date of this report: NONE
27. 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 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.
28. Certificate of Completion of Structural Components and Mechanical System to be produced and recorded.
29. Certificate of Unit Completion to be produced and recorded.
30. Proof that assessments due unit owners association are paid to date of settlement.
31. Certificate of Organization of Carrollton Avondale Company, LLC, a PA Limited Liability Company, filed

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

with Department of State, and any amendments thereto to be produced and examined.

32. Operating Agreement of Carrollton Avondale Company, LLC, a PA Limited Liability Company, to be produced and examined; possible additional requirements to be made upon production of same.
33. Settled taxes due to Commonwealth of Pennsylvania by Carrollton Avondale Company, LLC.
34. Names of Purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.
35. Common Elements as set forth in First Amendment to Declaration of Condominium for Carrollton Avondale Condominium as set forth in Record Book 7548 page 2223 are currently assessed and map plotted with Unit 2 in the Chester County Assessment Office records; Company assumes no liability by any reason thereby.
36. Declaratory Judgment Docket 2008-07852-CA (London Grove Township -vs- MBA II, LLC and Carrollton Avondale Company, LLC) to be marked "settled, discontinued and ended with prejudice" as required under the terms of the Settlement Stipulation.
37. Declaratory Judgment Docket 2014-09972-MJ (Thomas C. Deignan -vs- Carrollton Avondale Company, LLC, et al) to be marked "settled, discontinued and ended".
38. Interest of SMS Financial XXIV, LLC to be fully disclosed to Company; possible additional objections and/or exceptions may be added.
39. Company requires all interest holders in Carrollton Avondale Company, LLC to execute all conveyancing documents and deed to insured.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 15PA01250

### 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 PA Route 41 (Gap-Newport Road) (S.R. 0041).
7. Rights granted to Oxford, West Grove and Avondale Street Railroad Company as more particularly set forth in Misc. Deed Book 33 page 4.
8. Rights granted to Chester County Light and Power Company as more particularly set forth in Misc. Deed Books 83 page 520, 86 page 352 and 87 page 287.
9. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 591 page 522.
10. Possible Implied Restrictions as imposed by reason of a deed out of the common owner, but omitting any covenants or restrictions, if any, based on race, 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 as set forth in Deed Book M-22 page 592.
11. Easement Agreement as more particularly set forth in Misc. Deed Book 389 page 238.
12. Restrictions as set forth, but omitting any covenants or restrictions, if any, based upon race, 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 in Record Book 3984 page 1905
13. Rights granted to Bell Atlantic - Pennsylvania, Inc. as more particularly set forth in Record Book 4639 page 408.



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

14. Agreement to Extinguishment Easement and to Establish Substitute Easement as more particularly set forth in Record Book 4416 page 396.
15. Declaration of Condominium for Carrollton Avondale Condominium as set forth, but omitting any covenants or restrictions, if any, based upon race, 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 in Record Book 7331 page 844 and First Amendment thereto as set forth in Record Book 7548 page 2223.
16. Limitations and provisions imposed by the Pennsylvania Uniform Condominium Act and Bylaws of condominium.
17. Subject to the terms and conditions of Settlement Stipulation Agreement in Chester County Court of Common Pleas Docket No. 2008-07852-CA and as mentioned in Recorded Plan No. 19391, note 15.
18. Common Elements as set forth in First Amendment to Declaration of Condominium for Carrollton Avondale Condominium as set forth in Record Book 7548 page 2223 are currently assessed and map plotted with Unit 2 in the Chester County Assessment Office records; Company assumes no liability by any reason thereby.
19. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Recorded Plan 14661 and 19391, but omitting any covenants or restrictions, if any, based upon race, 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.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 15PA01250

### SCHEDULE C PROPERTY DESCRIPTION

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

ALL THAT CERTAIN unit the Condominium known, named and identified as Carrollton Avondale Condominium, situate in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Pennsylvania Uniform Condominium Act 68 PA C.S.A. 3010 et seq, by the recording in the County of Chester Recorder of Deeds Office of a Declaration of Condominium of Carrollton Avondale Condominium, dated 12/13/2007 and recorded 12/20/2007 in Record book 7331 page 884 and First Amendment dated 11/18/2008 and recorded 11/19/2008 in Record book 7548 page 2223, and any subsequent amendments thereto, being and designated in said Declaration and the plats and plans attached thereto as Unit No. 2; together with a proportionate undivided interest in the Common Elements as set forth in said Declaration and Amendments thereto. Unit No. 2 as set forth above is further described as follows:

BEGINNING at a point on the dividing line between Tax Parcel 59-5-120.2 lands now or formerly Carrollton Avondale Company, LLC and Tax Parcel 59-5-120, lands now or formerly Truitt, said point being distant 378.02 feet on a course bearing North 37 degrees 05 minutes 48 seconds East from its intersection with the title line and centerline of Pennsylvania State Highway Route 41 (aka Gap Newport Pike, aka Lancaster pike, 80 foot wide right of way); thence 1) along the dividing line between Tax Parcel 59-5-120.2 and Tax Parcel 59-5-120, North 37 degrees 05 minutes 48 seconds East, a distance of 381.44 feet to a point; thence the following three courses and distance along the dividing line between Tax Parcel 59-5-120.2 and Tax Parcel 59-5-126, land now or formerly Yeatman Brothers properties; 2) South 07 degrees 41 minutes 23 seconds East, a distance of 133.94 feet to a point; thence 3) North 84 degrees 34 minutes 28 seconds East, a distance of 286.07 feet to a point; thence 4) North 84 degrees 21 minutes 54 seconds East, a distance of 390.86 feet to a point; thence 5) along the dividing line between Tax Parcel 59-5-120.2 and Tax Parcel 59-5-117.1, lands now or formerly Butler Family, South 06 degrees 30 minutes 43 seconds East a distance of 847.46 feet to a point; thence 6) along the dividing line between Tax Parcel 59-5-120.2 and Tax Parcel 59-5-117 and 118, lands now or formerly Abernethy, South 86 degrees 40 minutes 41 seconds West, a distance of 304.39 feet to a point; thence the following two courses and distances along a line through Tax Parcel 59-5-120.2, being the dividing line between Unit No. 2 and common element: 7) North 06 degrees 36 minutes 48 seconds West, a distance of 213.64 feet to a point; thence 8) South 60 degrees 07 minutes 07 seconds West, a distance of 191.11 feet to a point; thence 9) along the common dividing line between Unit No. 2 Tax Parcel 59-5-120.2, common element and Tax Parcel 59-5-120.1, lands now or formerly CPR, Inc. North 52 degrees 44 minutes 55 seconds West, a distance of 305.11 feet to a point; thence the following two course and distances along a line through Tax Parcel 59-5-120.2, being the dividing line between Unit No. 2 and Unit No. 1: 10) North 37 degrees 15 minutes 05 seconds East, a distance of 76.98 feet to a point; thence 11) North 51 degrees 34 minutes 28 seconds West, a distance of 417.92 feet to the point and place of beginning.

BEING UPI 59-5-120.2A

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

This description was written based upon a map entitled "Condominium Plat, Carroll Avondale Condominium, 1056 Gap Newport Pike, Tax Parcel 59-5-120.2, London Grove Township, Chester County, Commonwealth of Pennsylvania", prepared by Control Point Associates, Inc. dated 10/3/2007, last revised 11/6/2008, File No. CP07138, Sheet 1 of 1.

**SCHEDULE C**  
(Continued)

Being part of the same premises which Four A Partners, a General Partnership composed of Robert M. Abernathy, Marie M. Abernathy, Barry J. Abernathy and Robert M. Abernathy, Jr. by Deed dated 11/28/05 and recorded 12/6/05 in Chester County in Record Book 6702 Page 1032 conveyed unto Carrollton Avondale Company, LLC, in fee.