

ALTA PLAIN LANGUAGE TITLE COMMITMENT

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AGREEMENT TO ISSUE POLICY

SCHEDULE A

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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 prior to consummation, 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.

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

Commitment No.: 16TLT00028PA

SCHEDULE A

1. Commitment Date: May 5, 2016 at 12:00 AM

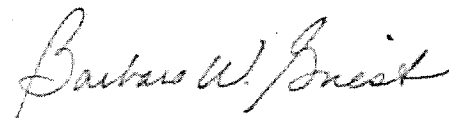
2. Policy (or Policies) to be issued:

(a) Owner's Policy	Amount
Proposed Insured:	\$0.00

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership

4. The land referred to in the Commitment is described as follows:
141 Devereux Road , Glenmoore, PA 19343

SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest
President
Trident Land Transfer Company

COMMONWEALTH

Commitment No.: 16TLT00028PA

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 Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership to .
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 2016 Assessment \$9,090.00 Tax ID / Parcel No. 31-4-59
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 2016.
19. MECHANICS AND MUNICIPAL CLAIMS: NONE
20. MORTGAGES:
 - a. Amount: \$2,000,000.00 Mortgagor: Valhalla Brandywine Partners, LP., a Pennsylvania limited partnership Mortgagee: Joseph E. Heim, III and Patricia Heim, the IDIT Irrevocable Trust dated June 15, 2009 FBO Kelly Heim and the IDIT Irrevocable Trust dated June 15, 2009 FBO Steven Heim c/o Joseph E. Heim, 1000 Deverux Rd Glenmoore Pa 19434 Dated: 5-31-2012 and Recorded 6-7-2012 in Record Book 8443 Page 251. (covers additional property)
21. JUDGMENTS:
 - a. Plaintiff: The Bancorp Bank 1818 Market Street 28th Floor Philadelphia, Pa 19103 Defendant: Valhalla Brandywine Partners LP 1500 Chestnut Street Suite LM Philadelphia, Pa 19103 Filed: 10-9-2015 No. 2015-09509-JD in the amount of \$6,139,513.55
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. Certificate forming Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, a Limited Partnership, to be filed in the Department of State.
26. Partnership Agreement of Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership to be produced, examined and possible additional requirements to be added.
27. Names of all General Partners and proof that they are all of the General Partners of Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership a Limited Partnership, to be furnished and additional searches made.
28. Present deed to be made by Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, a Limited Partnership with the joinder of all General Partners.
29. Name of mortgagor to be furnished and additional searches made.

SCHEDULE B - SECTION I
(Continued)

30. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
31. Last Insured: Brendan Abstract Company, Inc.; No. #12-0160VALHALLA; Dated: 5-31-2012; Amount: \$2,000,000.00.

COMMONWEALTH

Commitment No.: 16TLT00028PA

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. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Devereux Road (T-410).
7. Stream of water flows through premises hereon, subject to rights of other riparian owners abutting stream.
8. Rights granted to Philadelphia Electric Company in Misc. Deed Books 69 page 14, and 70 page 167.
9. Order from Frank Comstock to United States of America recorded 12-4-1946 in Deed Book G 22 page 217.
10. Rights granted to Philadelphia Electric Company in Misc. Deed Books 112 page 328, 112 page 329, and 138 page 307.
11. The Declaration of General Conditions for Covenants in Chester County in Misc. Deed Book 240 page 335, and Contract and Covenant pursuant thereto in Chester County in Misc. Deed Book 301 page 175 .
12. Rights granted to Texas Eastern Transmission Corporation in Record Book 1645 page 416.
13. Resolution No. 97-5 Agricultural Security District recorded 1-28-1997 in Record Book 4134 page 1685.
14. Application for Use Value Assessment of Land for Real Estate Tax Purposes Under Act 319 of 1974, Clean and Green in Record Book 4210 page 1201.
15. Declaration made by Joseph E. Heim, III and Patricia J. Heim, his wife dated 8-30-2002 and recorded 9-23-2002 in Record Book 5394 page 1497.

SCHEDULE B - SECTION II
(Continued)

16. Notes and conditions set out on recorded plans 13162 and 15649.

COMMONWEALTH

Commitment No.: 16TLT00028PA

SCHEDULE C PROPERTY DESCRIPTION

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

ALL THAT CERTAIN parcel or tract of land SITUATE on the Westerly side of Devereux Road (T-140) in the Township of Wallace, County of Chester, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeasterly corner thereof, a spike found in the middle of Devereux Road (T-140), the Southeasterly corner of land of Kenneth R. Comstock, et ux, and which spike is distant 2,095 feet, more or less, as measured Southwardly in Devereux Road, from the intersection of the same with the center of Fairview Road, thence extending from the point of beginning, along in the bed of Devereux Road, the following four (4) courses and distances, to wit: (1) South 05 degrees 26 minutes West, 159.00 feet to a point; (2) South 13 degrees 19 minutes West, 154.95 feet to a point; (3) South 31 degrees 01 minute West, 185.05 feet to a bolt found in the center of said road, a corner of land of George Ley; and (4) South 35 degrees 58 minutes West, crossing the Texas Eastern pipeline right-of-way, 511.42 feet to an iron buried in the East side of the said Devereux Road; thence leaving the public road by land of the Devereux Foundation and following along in an old stone fence, North 27 degrees 45 minutes 30 seconds West, recrossing the aforesaid pipeline right-of-way, for a distance of 1,477.16 feet to a crimped iron pipe found; thence continuing by the same land, North 31 degrees 31 minutes East, for a distance of 403.43 feet to an iron pin set, a corner of land of the aforesaid K.R. Comstock, et ux; thence by Constocks' land, South 41 degrees 47 minutes East, following along in an old stone fence, for a distance of 854.77 feet to a point by a hickory tree; thence continuing by the same land, South 69 degrees 32 minutes East, for a distance of 377.80 feet to the first mentioned spike and place of beginning.

SUBJECT to a Texas Eastern Pipeline Company right of way as shown on the above mentioned plan.

UPI# 31-4-59

Being inter alia part of the same premises which the IDIT Irrevocable Trust dated June 15, 2009 FBO Kelly Heim; and the IDIT Irrevocable Trust dated June 15, 2009 FBO Steven Heim; and Joseph E. Heim, III and Patricia Heim, husband and wife by Deed dated 5-31-2012 and recorded 6-7-2012 in Chester County in 8443 Page 240 conveyed unto Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, in fee.

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 Company shall deem requisite or proper for the purposes aforesaid, as well as the further right to permit others to use the poles erected under this grant in order to extend telephone or telegraph service.

Executed this 23rd day of April A. D. 1937.

In the presence of: Harry S. Woodward : \$0.05 : Mort F. Farr (SEAL) : PENNA : James Farr (SEAL) : STAMP

State of Pennsylvania, County of Chester, SS:-

On this 23rd day of April A. D. 1937, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Coatesville, personally appeared the above named Mort F. Farr and Lonnie Farr and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such. Witness my hand and Notarial seal the day and year first aforesaid.

Harry S. Woodward, Notary Public : NOTARIAL : My commission expires Jan 7, 1941 : SEAL

I hereby certify that the actual consideration is \$ 1.00 with mutual benefits and advantages, W. J. Roberts.

Transcribed by: KING
Compared by: MALMAN (unclear)
Recorded May 18, 1937.

RIGHT OF WAY GRANT M-1914
BE IT KNOWN that for and in consideration of the payment by Philadelphia Electric Company to the undersigned of the sum of One Dollar (\$1.00) and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Company, its successors and assigns, is hereby granted by the undersigned the uninterrupted right liberty and privilege to erect, operate and maintain such facilities including poles, wires, anchor guys and appurtenances immediately outside the legal right of way limits of a public highway known as Township Road running from Cornog to Fairview Church on the East side thereof as now existing or as may be subsequently established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances overhanging the said premises immediately adjacent thereto) located at a point approximately 2400 feet north from intersecting highway known as Creek Road and extending north for a distance of approximately 2500 feet, bounded on the south by lands now or late of Mort F. Farr, and on the north by lands now or late of Fairview Church Property in the Township of Wallace County of Chester, State of Pennsylvania. And also the further right and privilege to erect, install, operate and maintain such facilities including underground conduits, cables, manholes, gas mains, gas service pipes and appurtenances solely within the legal right of way limits of said Township Road running from Cornog to Fairview Church abutting the above described premises as shall be necessary for the purpose of transmitting and distributing adequate and sufficient electric light, heat, power and gas 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 Company shall deem requisite or proper for the purposes aforesaid, as well as the further right to permit others to use the poles erected under this grant in order to extend telephone or telegraph service.

Executed this 19th day of April A. D. 1937.

In the presence of: Harry S. Woodward : \$0.05 : (Mrs) Mary E. Miller (widow) (SEAL) : PENNA : : STAMP

Misc Deed Book 69 page 14

State of Pennsylvania, County of Chester, SS:-

On this 10th day of April A. D. 1937, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Coatesville, personally appeared the above-named Mrs Mary E. Miller and in due form of law acknowledged the foregoing Grant to be her act and deed and desired the same might be recorded as such. Witness my hand and Notarial seal the day and year first aforesaid.

Harry S. Woodward, Notary Public : NOTARIAL :
My commission expires Jan. 7th 1941 : SEAL :

I hereby certify that the actual consideration is \$ 1.00 with mutual benefits and advantages.
H. S. Roberts.

Transcribed by: King
Compared by: WILLIAM LUNGACRE
Recorded May 18, 1937.

H- 1834

RIGHT OF WAY GRANT
RALPH E. MARTIN ET UX
TO
PHILADELPHIA ELECTRIC COMPANY

ESTD
1888

BE IT KNOWN THAT for and in consideration of the payment by Philadelphia Electric Company to the undersigned of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, the undersigned hereby give and grant unto the aforesaid Company, its successors and assigns, the uninterrupted right, liberty and privilege to install and maintain on premises of the undersigned located along the southwest side of Marshallton Thorndale Road, extending from land of Annie H. Ebbree on the north, to Strasburg Road on the south, in the Township of West Bradford, County of Chester, State of Pennsylvania, two guy anchors, anchor guys, guy wires and appurtenances for the purpose of stabilizing the pole line along the southwest side of aforesaid Thorndale-Marshallton Road; together with the right of ingress and egress to inspect, renew, repair, or remove the said guy anchors, guy wires and appurtenances. The said guy anchors guy wires and appurtenances are to be located on the aforesaid premises approximately 500 feet northwest of New Strasburg Road, approximately 10 feet west of aforesaid pole line location.

Executed this 10th day of April A. D. 1937.

In the presence of:
Tom Taylor Miller : \$0.05 : Ralph E. Martin (SEAL)
Tom Taylor Miller : PENNA : Alma M. Martin (SEAL)
: STATE :
: :

State of Pennsylvania, County of Chester, SS:-

On this 10th day of April A. D., 1937, before me, the subscriber a Notary Public in and for the Commonwealth of Pennsylvania, residing in Borough of West Chester, personally appeared the above named Ralph E. Martin and Alice M. Martin, his wife, and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such. Witness my hand and Notarial seal the day and year first aforesaid.

Tom Taylor Miller, Notary Public : NOTARIAL :
My commission expires January 1, 1939 : SEAL :

I hereby certify that the actual consideration is \$ 1.00 with mutual benefits and advantages.
H. S. Roberts.

Solicited by: James P. Kane

Transcribed by: King
Compared by: WILLIAM LUNGACRE
Recorded May 18, 1937.

H- 1835

RIGHT OF WAY GRANT
RALPH E. MARTIN ET UX
TO
PHILADELPHIA ELECTRIC CO.

ESTD
1888

BE IT KNOWN that for and in consideration of the payment by Philadelphia Electric Company to the undersigned of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, the undersigned hereby give and grant unto the aforesaid Company, its successors and assigns, the uninterrupted right, liberty and privilege to install and maintain on premises of the under

SWORN and subscribed before me, the day and year aforesaid. Witness my hand and seal.
James M. Dunbar, Notary Public.
My commission expires Feb. 12, 1941.

Handwritten: Missed 70 167

I am not a director, officer, nor stockholder in the bank, banking institution or trust company to which I hereby act as a Notary Public.
State of Pennsylvania, County of Phila.:SS

On this 19th day of March A.D. 1938, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Phila. Pa. personally appeared Earl K. Mueller, Asst. Cashier of Central-Penn National Bank, who being duly sworn according to law says that he was personally present at the execution of the within Grant and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said Corporation; that the said Grant was duly sealed and delivered by Stanley E. Wilson Vice President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this affiant as Asst. Cashier and of Stanley E. Wilson as Vice President of the said Corporation, subscribed to the within Grant in attestation of its due execution and delivery are in their and each of their respective handwritings.

SWORN and subscribed before me, the day and year aforesaid. Witness my hand and Seal.
I am not a director, stockholder nor officer in the bank for which I hereby act as Notary Public.
Raymond C. Kaelin, Notary Public
My commission expires May 11, 1940.

Transcribed by: Goeff
Compared by: BENJAMIN HALLMAN
Recorded: March 26, 1938.

RIGHT OF WAY GRANT : Frank Comstock J. Fleck (L2610)
FRANK COMSTOCK ET UX : BY IT KNOWN that for and in consideration of the payment by Philadelphia
TO : Electric Company to the undersigned of the sum of One Dollar (\$1.00), and
PHILADELPHIA ELECTRIC CO. : for other good and valuable considerations, the receipt whereof is hereby
: acknowledged, the said Company, its successors and assigns, is hereby
: granted by the undersigned, owners of premises situate along the east side
: of Devereaux Road (Township Road), at a point approximately 2400 feet
north from intersecting highway known as Creek Road, and extending north for a distance of approximately 2500
feet, bounded on the north by Fairview Church property and on the south by Mert Farr, in the Township of
Wallace, County of Chester, State of Pennsylvania, the uninterrupted right, liberty and privilege to install
and maintain upon the aforesaid premises one anchor guy, guy wires and appurtenances for the purpose of
stabilizing the pole line along the east side of aforesaid Devereaux (Township) Road; including the right
of ingress and egress to inspect, remove, repair or remove the said anchor guy, guy wires and appurtenances.
The said anchor guy, guy wires and appurtenances are to be located at a point approximately 2885 feet
north of Creek Road and 10 feet east from the east side of Devereaux (Township) Road.

EXECUTED this 8th day of March A.D. 1938.
Witnesses:
John Fleck Frank Comstock (SEAL)
Helen Sensenig Elsie E. Comstock (SEAL)
I hereby certify that the actual consideration is less than \$100.00.
H. S. Roberts, Agent.

State of Pennsylvania, County of _____, SS
On this 8th day of March A.D. 1938, before me, the Subscriber, a Justice of the Peace in and for the Commonwealth of Pennsylvania, residing in Wallace Twp., personally appeared the above named Frank Comstock and Elsie E. Comstock, his wife, and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such.

WITNESS my hand and Official Seal the day and year aforesaid.
Helen Sensenig, Justice of the Peace : OFFICIAL :
Wallace Twp., Chester Co., Pa. : SEAL :
My commission expires 1st Mon. in
Jan. 1941.

Solicited by: John Fleck.
Transcribed by: Goeff
Compared by: BENJAMIN HALLMAN
Recorded: March 20, 1938.

the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Hildrad E. McPadden
Notary Public
My Commission expires
March 7, 1947

I hereby certify that the precise residence of the within-named Grantee is Charlestown, Ches. Co., Penna.

Transcribed by Godshalk
Compared by DIXON RAMSEY
Recorded December 2, 1948

ORDER
FROM
FRANK COMSTOCK
TO
UNITED STATES OF AMERICA

C. J. Tudor:corp
File #24740-6
IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
UNITED STATES OF AMERICA
Petitioner
VS
CERTAIN PARCELS OF LAND
in Chester County, Pennsylvania and
John D. and Josephine T. Hlock, et al
Defendants
CIVIL ACTION NO. 2038
(CONSOLIDATED)
PARCEL NO. 3

ORDER VESTING TITLE

AND NOW, to wit, this 2nd day of December 1948, it appearing to the Court that on August 21, 1948, Judgment was entered in the above entitled proceedings fixing the sum of \$1,050., without interest, as just compensation to be paid by the United States of America to Frank Comstock for the taking and condemning of a perpetual right-of-way or servitude in, over and across Parcel No. 3 of the lands involved in these proceedings and fully described in Exhibit "A" attached hereto;

AND, it further appearing that on the 8th day of October 1948, there was deposited by the United States of America into the registry of this Court the sum of \$1,050., being full satisfaction of the Judgment entered as to Parcel No. 3 of the lands involved in these proceedings in the amount of \$1,050. without interest.

IT IS ORDERED, ADJUDGED AND DECREED that on the 8th day of October 1948 title to the perpetual right-of-way or servitude in, over and across Parcel No. 3, as described and set forth in Exhibit "A" attached hereto, with all incidental rights for the location, construction, operation, maintenance and patrol of a pipeline or pipelines for the transportation of oil, gas, petroleum products or any other material or substance that can be transported through a pipeline, indefeasibly vested in the United States of America, free and discharged of all claims and liens of every kind whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a certified copy of this Order be recorded in the Office of the Recorder of Deeds of Chester County, Pa. and indexed as a transfer of title to the perpetual, right-of-way or servitude in, over and across Parcel No. 3 as described and set forth in Exhibit "A" attached hereto, from Frank Comstock to the United States of America.

/s/ Ganoy
JUDGE
United States District Court

EXHIBIT "A"

Beginning at a point on the division line between the land of the Deveraux Foundation on the southwesterly and the lands of Frank Comstock & Elsie E., his wife on the northeasterly, said division line being marked by a stone wall, said point being 12.50 feet northwesterly measured at right angles to the center line of a 20 inch pipeline; thence N. 78°26'E. 91.77 feet to a point; thence North 83°13'E. 102.25 feet to a point; thence due east 1608.51 feet to a point; thence N. 82° 11' E. 635.00 feet to a point; thence N. 81°28'E. 87.62 feet to a point on the division line between the lands of T. E. Brown on the northeasterly and the said lands of Comstock on the southwesterly, said division line being marked by a stone wall; thence S. 45°21'E. 62.43 feet measured along the last mentioned division line crossing said 20 inch pipeline and also a 24 inch pipeline, said point being 183.96 feet northwesterly measured along last mentioned division line from a stone; thence S. 81° 28'W. 105.32 feet to a point; thence S. 82°11' W. 630.84 feet to a point; thence S. 83°13'W. 90.44 feet to a point; thence S. 78°26'W. 73.70 feet to a point on the first mentioned division line, said point being 408.11 feet northwesterly measured along the first mentioned division line from the center line of a Gravel Road; thence N. 33°26'49"W. 63.18 feet measured along the first mentioned division line crossing said pipelines to the point or place of beginning, being a strip of land 50 feet in width and

28550-1
C-159421-40
2-1-1949
T. H. H. H. H.

Deed Book N 22 page 217

containing 2,884 acres more or less,

A TRUE COPY CERTIFIED TO FROM THE RECORD

ATTORNEY Robert E. Criswell
12/3/46 Deputy Clerk

IN WILM.
OF
COURT

Transcribed by Getchick

Completed by

Recorded December 4, 1946

W. C. Reed

DEED
FIDELITY-TRUST COMPANY
ET AL, TRUSTEES, ET AL,
TO
WILLIAM C. REED ET UX

W. C. Reed

THIS INDENTURE, made the Eleventh day of February in the year of our Lord one thousand nine hundred and forty-three (1943) BETWEEN FIDELITY-TRUST COMPANY and EDWIN HOWELL GENT, Trustees Under the Will of William Howell, Deceased, FIDELITY-PHILADELPHIA TRUST COMPANY and HOWELL R. HANSON, Trustees Under the Will of Lillian Carpenter Hanson, Deceased, and HOWELL R. HANSON and BERNIE T. HANSON, his wife, of the FIRST PARTY (Hereinafter called GRANTORS):- AND WILLIAM C. REED and MARY H. REED, his wife, of the SECOND PARTY (Hereinafter called GRANTEE):-

WITNESSETH, That the said Grantors for and in consideration of the sum of THREE HUNDRED SEVENTY-FOUR and 15/100 DOLLARS lawful money of the United States of America, unto them well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, their heirs and assigns, As tenants by entireties

ALL THAT CERTAIN tract or piece of land, SITUATE in Tredyffrin Township, County of Chester, and State of Pennsylvania, described according to a survey and plan thereof made by Milton R. Yorko, C. E., Bryn Mawr, Penna., dated December 8, 1942, as follows: BEGINNING at a point in the center line of Woodland Road (unimproved 40' wide) at the distance of Two Hundred twenty and seventy one-hundredths foot from the intersection of the center line of Woodland Road and the center line of Upper Gulph Road; thence extending along the center line of said Woodland Road South twenty-eight degrees twenty-eight minutes East One hundred sixteen and thirty one-hundredths feet to a point; thence leaving the center line of Woodland Road aforesaid bearing South sixty-six degrees five minutes East Three hundred seventeen and seventy-four one-hundredths feet to a point; thence extending North twenty-three degrees fifty-five minutes West One hundred fifteen and ninety-three one-hundredths feet to a point; thence extending North sixty-six degrees five minutes East Three hundred eight and fifty-one one-hundredths feet crossing the said Woodland Road to the center line thereof, the first mentioned point and place of beginning. CONTAINING eight hundred thirty-three one-thousandths (.833 ac.) acre.

BEING part of the same premises which Alvin H. Seluering, Sheriff of Chester County, by Deed Poll bearing date the third day of October A.D. 1933, and recorded in the Office for Recording Deeds in and for Chester County in Deed Book P.18, Volume 428, Page 361, etc., conveyed, inter alia, to Fidelity-Philadelphia Trust Company and Lancel Howell Gent, Trustees Under the Will of William Howell, Deceased, three-fifths undivided interest, Lillian Carpenter Hanson, one-fifth undivided interest, and Howell Ross Hanson, one-fifth undivided interest.

WHERE UPON SUBJECT to certain covenants and restrictions therein mentioned, NOTWITHSTANDING with the use in common with Martha W. Saffren and all other purchasers, tenants and occupants of the land of said Martha W. Saffren a certain strip of land, about eleven feet wide, lying between lands late of Dr. Thomas G. Morton, deceased, and the Pennsylvania Railroad Company, as a right of way with necessary access thereto, but the deed from Charles S. Saffren and wife, recorded in Deed Book 3 No. 13, page 132 in no wise imposed any obligation upon the said Martha W. Saffren to construct a Road over said strip of land so as to be used as a right of way, nor to make any changes in its then condition, nor to maintain and keep in repair the steps leading thereto.

AND NOTWITHSTANDING with the right and privilege of keeping, maintaining and repairing the pipe extending from the Eagle Road Southwardly to the Hanson House erected on the hereby granted premises for the supply of water to said premises.

AND the said Lillian Carpenter Hanson, being so thereof seized in her decease, departed this life on the Ninth day of February A.D. 1935, having first made and published her last will and testament in writing bearing date the twenty-fifth day of July A.D. 1934, July probated and remaining of record in the Office of the Register of Wills in Montgomery County at Norristown, Pennsylvania, wherein and whereby the said testatrix devised all the rest, residue and remainder of her estate, real, personal, and mixed, to Fidelity Philadelphia Trust Company and Howell R. Hanson, in trust, nevertheless, as therein more particularly described and set forth, with full power of sale to sell real estate,

AND in the above mentioned indenture the said Howell R. Hanson was named as Howell Ross Hanson, being one and the same person.

W-7307

BOOK 112 PAGE 328

RIGHT OF WAY GRANT

Be it known that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the undersigned hereby grant(s) to Philadelphia Electric Company, its successors and assigns, the right to erect, install, operate, maintain, renew, add to, relocate, and remove such facilities, including poles, cross arms, wires, cables, conduits, manholes, gas mains, gas service pipes, and appurtenances, as shall be necessary for the transmission and distribution of electricity and gas within the legal right of way limits of a public highway known as TOWNSHIP (FAIRVIEW-SPRINGTON) ROAD on the West side thereof, as now existing or as may be hereafter established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances overhanging the said premises adjacent thereto) located at a point 1604 feet South of Glenmoore-Fairview (Little Conestoga) Road and extending South for a distance of 492 feet, bounded on the North by lands now or late of Kenneth R. Comstock and on the South by lands now or late of Frank Comstock

W.O. # 326854.101
3054 (1-603)

in the Township of Walface, County of Chester, Commonwealth of Pennsylvania, with right of ingress and egress to and from said facilities and right to trim and keep trimmed, in a workmanlike manner, all trees and branches of trees, to the extent deemed necessary by the Company to provide sufficient clearance for the protection of the aforesaid facilities.

The Company is further granted the right to locate said poles outside the limits of said highway but adjacent thereto; also the further right to install outside the limits of said highway such anchors and guys as may be necessary to stabilize said poles.

EXECUTED this 25th day of April A. D. 1957.

In the presence of:

James A. Geary

J. Russell Comstock [SEAL]
 J. Russell Comstock
Frances M. Comstock [SEAL]
 Frances M. Comstock [SEAL]

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

On this, the 25th day of April, 1957, before me J. Russell Comstock, the undersigned officer, personally appeared James A. Geary and Frances M. Comstock, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

I hereby certify that the true and complete value of this transaction is \$1.00
G. E. Thompson



James A. Geary
James A. Geary
 5-19-57 at 10:57 a.m.
 112 Page 328

James A. Geary
 Title of Officer
 My Commission Expires
 NOTARY PUBLIC
 My Commission Expires January 6, 1961



10145884101

11-7350

RIGHT OF WAY GRANT

Be it known that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the undersigned hereby grant(s) to Philadelphia Electric Company, its successors and assigns, the right to erect, install, operate, maintain, repair, add to, relocate, and remove such facilities, including poles, cross arms, wires, cables, conduits, manholes, gas mains, gas service pipes, and appurtenances, as shall be necessary for the transmission and distribution of electricity and gas within the legal right of way limits of a public highway known as TOWNSHIP (FAIRVIEW-SPRINGTON) ROAD on the Westerly side thereof, as now existing or as may be hereafter established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances overhanging the said premises adjacent thereto) located at a point 2095 feet South of Glennmore-Fairview (Little Conestoga) Road and extending South for a distance of 975 feet, bounded on the North by lands now or late of L. Russell Comstock and on the South by lands now or late of Reveraux Foundation.

ALSO, an anchor guy on the East side of Township (Fairview-Springton) Road at a point approximately 1200 feet South of the North property line of premises of the undersigned and extending Eastwardly for a distance of approximately 15 feet,

in the Township of Wallace, County of Chester, Commonwealth of Pennsylvania, with right of ingress and egress to and from said facilities and right to trim and keep trimmed, in a workmanlike manner, all trees and branches of trees, to the extent deemed necessary by the Company to provide sufficient clearance for the protection of the aforesaid facilities.

The Company is further granted the right to locate said poles outside the limits of said highway but adjacent thereto; also the further right to install outside the limits of said highway such anchors and guys as may be necessary to stabilize said poles.

EXECUTED this 25th day of April A. D. 1957

In the presence of:

William A. Yawley

Frank Comstock [SEAL]
 Frank Comstock [SEAL]
 _____ [SEAL]
 _____ [SEAL]

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF Chester

On this, the 25th day of April, 1957, before me Clarence A. Yawley Notary Public, the undersigned officer, personally appeared Frank Comstock Witness, 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 hereunto set my hand and official seal.

"I hereby certify that the true, full and complete value of the transaction is \$1.00"
Clarence A. Yawley Notary



William A. Yawley
 Received and paid
 Coded in Chester
 January 1957
 My Commission Expires
 by Commission Expires January 6, 1961
 1-6-1961
 Bk. 112 page 329



JUN 17 11 33 AM '61

VV W-11016

C-15943-101C (100)

RECORDED OF DEEDS P
 In consideration of the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned grant(s) unto PHILADELPHIA ELECTRIC COMPANY its successors and assigns, the right to erect, construct, install, use, inspect, maintain, repair, renew and remove an anchor guy with guy wires and appurtenances in and upon the premises of the undersigned, Situate on the southeast side of FAIRVIEW ROAD, said anchor guy to be located at a point approximately immediately north of and adjacent to the southerly boundary line of premises of the undersigned and to extend 10 feet southeast from pole line at this location.

in the Township of WALLACE, County of CHESTER and Commonwealth of Pennsylvania; together with the right of ingress and egress for the purposes aforesaid.

EXECUTED this 18th day of April A.D. 1961

In the presence of:

Lawrence B. Yeasley Frank Comstock (SEAL)
 Frank Comstock

 Elsie E. Comstock (SEAL)
 Elsie E. Comstock

7-1-1961

"I hereby certify that the true, full and complete value of this transaction is \$ 1.00"
R. B. [Signature]



COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF Chester

On this, the 18th day of April, 1961, before me a Notary Public, the undersigned officer, personally appeared Frank Comstock, widower, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that is executed the same for the purposes therein contained.

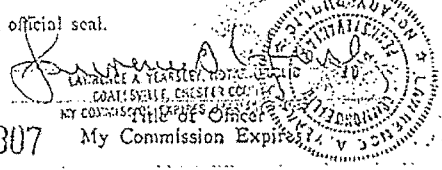
In witness whereof, I hereunto set my hand and official seal.

Rec. in Ches. Co., Pa. in Misc. Deed
 Bk. 138 Page 307

DECK 138 PAGE 307

My Commission Expires

7-1-1961



DECLARATION OF GENERAL CONDITIONS
FOR COVENANTS UNDER ACT 515
ADOPTED BY THE COUNTY OF CHESTER

INTENDING TO BE LEGALLY BOUND, the COUNTY OF CHESTER (hereinafter called "COUNTY"), and any and all persons, firms, corporations, or other entities owning real estate in Chester County, Pennsylvania, who are or become bound by these conditions (whether singular or plural hereinafter called "OWNER"), agree as follows:

1. COUNTY has enacted a plan for implementation of Act 515, P.L. 1292 (1965), January 13, 1966, (16 P.S. 11941, et seq) (hereinafter called "ACT 515"). The General Conditions set forth in this Agreement are intended to be incorporated by reference into written Agreements constituting covenants running with the land between the COUNTY and one or more OWNERS desiring to employ the benefits of ACT 515. The Agreement and Covenant between the COUNTY and OWNER shall designate the specific tract or tracts of land owned by OWNER and is hereinafter referred to as "covenanted land" or "land to be covenanted."

2. OWNER warrants that he is the owner of the land to be covenanted as is more particularly described in a written application made by OWNER to the COUNTY, which application is incorporated herein by reference in its entirety. All references in this Agreement to "OWNER" and all of the rights, privileges, duties and liabilities of OWNER shall include and inure to the benefit of and be binding upon OWNER'S heirs, personal representatives, successors and assigns.

3. COUNTY acknowledges that OWNER'S land to be covenanted is subject to the provisions of Act 515 and is designated as farm, forest, water supply or open-space land in the plan duly adopted by the County's Planning Commission.

4. OWNER agrees that from January 1 following the execution of the Contract and Covenant between OWNER and COUNTY and its approval by the Court, and upon recording in the office of the Recorder of Deeds, (hereinafter called the Effective Date), the OWNER will preserve the covenanted land in one or more of the designated uses as set forth in ACT 515, as is more particularly set forth in the specific Agreement between COUNTY and OWNER; which covenant shall be binding upon and run with the covenanted land; that the covenanted land will remain in the use as is more particularly described in the Contract and Covenant between OWNER and COUNTY for a period of ten (10) years commencing with the effective date of the Contract and Covenant.

5. COUNTY hereby covenants and agrees with OWNER that the real property tax assessment for the covenanted land for a period of ten (10) years commencing with the effective date of covenant will reflect fair market value of the land as restricted by the covenant.

6. From time to time, as required by law, County shall review the value of all real estate in the County. In the event any change or changes in circumstances alters the fair market value of the covenanted land, either COUNTY or OWNER may apply to reassess or contest the assessment or reassessment of the covenanted land to revise "the covenant-free assessment and the covenanted assessment". Any such revision shall be governed by the appeal procedure for real estate tax assessments generally, as it applies to the County of Chester.

7. Each year on the anniversary date or effective date (January 1) of the covenant, it shall be extended for one (1) year, unless:

TA 207, 688
431, 656
ST. 26571M

TA 137213

TA 2167570

CS-3936
CS-3507

F.P. 205-700-G

PA 4348

DN 14601

JUN 17 11 55 AM '70

24296-M

21-616-n

1961 1974

RET-2074

2357-G
4763-G

RET-6037, 6702, 6860

600-1001

C 2987

(a) At least thirty (30) days prior to any anniversary date of the effective date of the covenant OWNER notifies COUNTY that OWNER wishes to terminate the Contract and Covenant at the expiration of ten (10) years from the anniversary date, or

(b) At least thirty (30) days prior to an anniversary date of effective date of covenant, which date shall be considered the first effective date for the covenant and assessments subject to the covenant, COUNTY notifies OWNER it wishes to terminate the covenant at the expiration of ten (10) years from the anniversary date, on the sole ground that the plan designating the covenanted land as farm, forest, water supply or open-space land has been amended officially so that the designation of the covenanted land is no longer in accord with the plan.

8. Notification of the desire by either COUNTY or OWNER to terminate the covenant shall be given by Certified Mail to the other party.

9. If OWNER, while the covenant is in effect, subdivides, conveys in part or alters the use of the land or any portion thereof to any use other than that specified in the Contract and Covenant between OWNER and COUNTY, such subdivision, conveyance in part and/or alteration shall constitute a breach of the covenant.

10. In the event of a breach of the covenant by OWNER, OWNER shall pay to COUNTY at the time of the breach, as liquidated damages:

The difference between the real property taxes paid and the taxes which would have been payable absent the covenant, plus compound interest at the rate of five percent (5%) per year from the date of entering the covenant to the date of its breach or from a date five (5) years prior to the date of its breach, whichever period is shorter. Should ACT 515 be amended to change the period for which liquidated damages are payable, OWNER and COUNTY agree that this Covenant be amended accordingly.

11. Any person or municipal body may notify COUNTY of an alleged breach of the Covenant by OWNER, and if COUNTY determines prima facie that a breach has occurred, it shall give written notice to OWNER of the date or dates and nature of the alleged breach and the OWNER shall have the right to a hearing before the Board of Assessment Appeals. Any person aggrieved by the decision of the Board of Assessment Appeals as to whether a breach has occurred or not, shall have the right of appeal in the same manner and within the same limitations as applied with regards to the appeals from tax assessments, as it applies to the County of Chester.

12. OWNER hereby authorizes the COUNTY, or its agents, or its employees to enter upon and inspect the covenanted land, from time to time, to determine if OWNER is complying with his covenant.

13. The COUNTY appoints and designates the County Solicitor as its authorized representative to "approve" the Covenant on behalf of the COUNTY.

14. The acquisition by lease, purchase, or eminent domain, and use of rights-of-way or underground storage rights in the covenanted land by a public utility or other body entitled to exercise the power of eminent domain shall not constitute a subdivision, conveyance in part, or an alteration of use or a breach of covenant.

15. If any provision of these General Conditions or Contract and Covenant be declared invalid, or inapplicable, to any person or circumstances, the remaining terms and conditions shall

remain in full force and effect. However, if the covenanted assess-
ment be declared invalid, unconstitutional, illegal, or inapplicable
and taxes are imposed based upon the covenant-free assessment, then
these General Conditions shall be null and void and of no effect.

These General Conditions are declared and adopted the 14th
day of MAY, 1974.

COUNTY OF CHESTER

BY [Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER

ss.

On this 14th day of May, A. D., 1974,
before me, the subscriber, personally appeared Theodore S. A. Rubino,
Monroe L. Nute and Leo D. McDermott, known to me to be the persons
whose names are subscribed to the within instrument and acknowledged
that they executed the same for the purposes therein contained.

my hand and official seal.

In Witness Whereof, I hereunto set

[Signature]
KAMA HENNER, Notary Public
Chester, Chester Co., Pa.
My Commission Expires 12/31/76

[Signature]
RECORDER OF DEEDS

Rec. in Chester Co. Pa. in
Mex. No. 335

240 337

CONTRACT AND COVENANT (UNDER "ACT 515")

THIS CONTRACT AND COVENANT, made this _____ day of
SEP 25 1975, 197, between Kenneth Ray Comstock and Kathryn M.
Comstock and Frances M. Comstock

and COUNTY OF CHESTER,

Re: Tax Map Parcel # 31-4-59 and 31-4-73
Deed Book Y 39, page 575

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

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

2. This Agreement and the covenant herein granted by
OWNER unto COUNTY shall constitute a covenant within the meaning
of Act 515, P.S. 1292 (1965), January 13, 1966 (16 P.S. 11941,
et seq), (ACT 515), as amended and as amended in the future,
effective January 1, 1976.

3. OWNER and COUNTY heroby incorporate herein by refer-
ence and make a part hereof as if set forth verbatim all of the

Oct 5 9 13 AM '75
RECORDED
INDEXED
BY

provisions of the "Declaration of General Conditions for Covenants Under Act 515" adopted by the County of Chester dated July 17, 1974 and recorded in the Office of the Recorder of Deeds in Misc. Deed Book No. 240, page 335.

Approved by County of Chester

By [Signature]
County Recorder

[Signature] (SEAL)
Owner

[Signature] (SEAL)
Owner

[Signature] (SEAL)
Owner

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CHESTER

Personally appeared before me, a Notary Public

Kenneth Ray Comstock and Kathryn H. Comstock and Frances M. Comstock

known to me or satisfactorily proven to be the person or persons whose name or names are subscribed to the within instrument and who being duly sworn depose and say that the above Contract and Covenant was and is acknowledged and executed for the purposes therein contained and that the same might be recorded as such.

EXECUTED on SEP 25 1975

[Signature] (SEAL)
Notary Public

MARY JANE THOMPSON, Notary Public
Van Chester, Chester Co., Pa.
My Commission Expires March 11, 1976

[Signature]
RECORDER OF DEEDS

Rec. in Chester Co. Pa. in
Misc. 301 Page 176

301 176

Line No. 1 & 2
R/W No. 67
APE No. 0541
Draft No. 34438
Rods 75

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ss. KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Grantors, for, and in consideration of, the sum of Thirteen Thousand one hundred twenty-five and 00/100 (\$ 13,125.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto Texas Eastern Transmission Corporation, a Delaware corporation, ("Grantee"), its successors and assigns, for the purpose hereinafter provided a right of way and easement consisting of two (2) twelve and one-half foot (12 1/2') wide strips of land located on either side of the existing fifty foot (50') wide right of way and easement acquired by Grantee's predecessor pursuant to that Declaration of Taking dated December 3, 1946 and recorded in Book G-22 Volume 529, Page 217 in which fifty foot (50') wide right of way and easement two pipelines have been constructed. The two (2) twelve and one-half foot (12 1/2') wide strips of land together with the fifty foot (50') wide existing right of way and easement sometimes collectively are referred to herein as the "Easement Area", and are more fully described in Texas Eastern Transmission Corporation Drawing Number TB-8-39047 attached hereto as Exhibit A and made part hereof. The Easement Area shall be used for the purpose of providing the seventy-five foot (75') wide right of way and easement necessary for the construction, laying, maintenance, operation, alteration, repair, removal, change of size, relocation and replacement of two existing pipelines and appurtenances thereto for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipelines, under, upon, over and through the Easement Area which is located upon the Premises which the undersigned owns or in which the undersigned has an interest situated in the Township of Wallace, County of Chester, Commonwealth of Pennsylvania, described as follows:

RETURN TO

Return To
Mr. J. C. Malvern
Rights-of-way & Land Dept.
Texas Eastern Transmission Corp.
P.O. Box 2621
Houston, Texas 77052

BK 1645 PG 416

ALL THAT CERTAIN message and tract of land situate in the Township of Wallace, County of Chester and State of Pennsylvania, bounded and described as follows:

Beginning at a white oak tree in the road, thence by land now or late of John Patterson North thirty seven degrees West eighty nine perches to a stone, thence by the same North twenty four degrees East fifty five and eight tenths perches to a hickory tree, thence by land now or late of Henry Howson, Wallace Marshall and Harry McClure South eighty one degrees East one hundred fifty eight perches to a heap of stones, thence by land now or formerly of Taylor Brown South thirty six degrees West sixteen perches to a stone, thence by the same South two and one half degrees East twenty seven perches to a stone, thence by the same South forty seven and one half degrees East thirty one and two tenths perches to a heap of stones, thence by land now or late of William Patterson South twenty five degrees West seventy eight and seven tenths perches to a black oak, thence by the same North fifty two degrees West forty seven perches to a hickory tree, thence by the same North three and one quarter degrees West thirty perches to a walnut tree, thence by the same North seventy eight and one half degrees West nineteen perches to a black oak, thence by the same South sixty six degrees West twenty five and five tenths perches to a stone, thence by the same South eighty two degrees West sixty two and nine tenths perches to the place of beginning.

CONTAINING one hundred sixteen acres of land, more or less.

Excepting and reserving therefrom the following described tracts or parcels granted and conveyed by the deceased Frank Comstock during his lifetime.

All as described in Deed recorded in Vol. 234, Page 262 of Deed Records of Chester County, Pa.

To facilitate the replacement of the existing Southerly pipeline, Grantee temporarily may use an additional 25 foot easement parallel with and adjacent to the Southerly side of the Easement Area for a working area during the replacement of such pipeline, as depicted on Exhibit "A" attached.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress and egress to and from the Premises, for the purposes herein granted. The rights herein granted may be assigned in whole or in part.

The Grantors are to fully use and enjoy the Premises, except for the purposes granted to the Grantee, its successors and assigns, and provided the Grantors shall not construct, plant or

place, nor authorize others to construct, plant or place any houses, structures, trees or other obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipeline or appurtenances constructed hereunder or prior hereto, and will not change the grade over such pipelines. See Exhibit "B" attached to and made a part hereof.

Grantee hereby agrees to pay such damages which may arise to growing crops, timber or fences from the construction of said lines and appurtenances and to pay such damages which may arise to growing annual crops or fences from the maintenance, alteration, repair, removal, change of the size, relocation or replacement thereof.

This document contains all of the promises, terms and provisions of the agreements made by the parties hereto, and it is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, executed this 6th day of June, 1989.

WITNESS:

HP
Les Walden

GRANTORS:

Kenneth Ray Comstock

Kenneth Ray Comstock

Kathryn M. Comstock

Kathryn M. Comstock

Kenneth Ray Comstock, Jr.

Kenneth Ray Comstock, Jr.

Janice G. Comstock

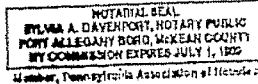
Janice G. Comstock

BK 1645 PG 4 18

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CHESTER :

On this 7th day of June, A.D. 1989,
before me, the subscriber, a Notary Public, personally appeared
Kenneth R. Comstock, Jr. and Janice G. Comstock, his wife, known
(or satisfactorily proven) to me to be the persons whose names
are subscribed above and severally acknowledged that they executed
the same for the purpose therein contained and the same to be
recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year aforesaid.



Sylvia A. Davenport
Notary Public

My commission expires on the 1st day of July, 1992.

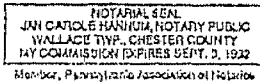
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CHESTER :

On this 6th day of June, A.D. 1989,
before me, the subscriber, a Notary Public, personally appeared
Kenneth Ray Comstock and Kathryn M. Comstock, his wife, known
(or satisfactorily proven) to me to be the persons whose names
are subscribed above and severally acknowledged that they executed
the same for the purpose therein contained and the same to be
recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year aforesaid.

Jean Carole Hannum
Notary Public

My commission expires on the 3rd day of September, 1992.



BK 1645 PG 4 19

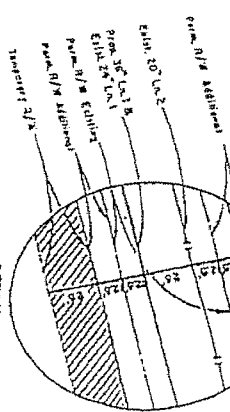
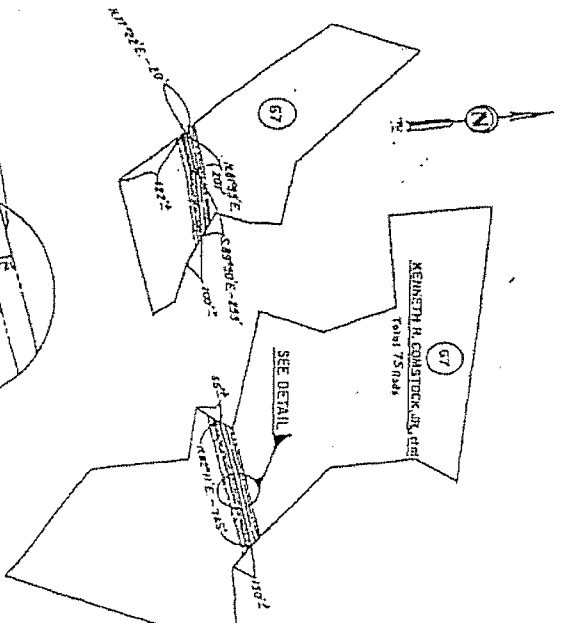
30 1615 1118

Rights-of-Way Description

Two permanent rights-of-way each being 12.5 feet in width over and across that certain tract of land being situated in Ballisac Township, State of Texas, County of Tarrant, Texas, as more particularly described by deed Volume 571, Page 277 recorded in said County and State. The herein described permanent rights-of-way being described as follows:

Two strips of land each being 12.5 feet in width, one being located parallel and adjacent to the southerly side and the other being located parallel and adjacent to the northerly side of an existing 50 foot wide easement, said 50 foot wide easement being more fully described in document recorded in deed book G-22, Volume 529, at Page 217.

Also a temporary right-of-way 25 feet in width being located parallel and adjacent to the southerly side of the above described 12.5 foot wide easement.



REFERENCE DWG. TC-4-318D, Aug. 31, 21 H 24

EXHIBIT A

TEXAS EASTERN GAS PIPELINE COMPANY <small>INCORPORATED IN THE STATE OF TEXAS</small>	
STARTING AT EAST PRELIMINARY SECTION OF THE STATE OF TEXAS	TR-67 HULLER TOWNSHIP, COUNTY OF TARRANT, STATE OF TEXAS
KENNETH H. COMSTOCK, JR., DEED VOLUME 571, PAGE 277 RECORDED IN THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS	TR-67 HULLER TOWNSHIP, COUNTY OF TARRANT, STATE OF TEXAS
DATE: 10/11/67	DRAWN BY: [Signature]
SHEET NO. 200	TOTAL SHEETS 204
AFE-0341	TB-8-39047

EXHIBIT "B"
Attached to and made a part of
that certain Easement by and between
Kenneth R. Comstock, Jr., Janice G. Comstock, Kenneth Ray
Comstock and Kathryn M. Comstock (Grantors) and Texas Eastern
Transmission Corporation (Grantee), dated June 6, 1987


Grantee hereby agrees to be responsible, for a period not to exceed ten (10) years, for any costs associated with necessary changes or alterations, as determined by Grantee, to Grantee's pipeline(s) required to accommodate Grantor's proposed fifty foot (50') wide public road, the bottom of the subbase for said road shall not be at a grade less than the current grade. Centerline of said proposed road shall be at Texas Eastern's Line No. 1 Survey Station 1195+61 ± 50 feet.

Grantor shall notify Grantee at least ninety (90) days prior to the construction of said road. Notice shall be made in writing to L.L. Hughes, General Manager, Texas Eastern Gas Pipeline Company, 825 Paoli Pike, P.O. Box 526, West Chester, PA 19381-0526.

BK1645P0421

MUNICIPAL TRANSFER TAX
PAID IN AMOUNT OF \$ 131.25

Joseph A. McQueen
COLL. T.M.S.

 *Joseph A. McQueen*
RECORDER OF DEEDS

111240

RECORDER OF DEEDS
CHESTER COUNTY, PA.
89 AUG - 8 AM 8:45

BK 1645PG422

1828

17
50

**WALLACE TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 97-5

RESOLUTION READOPTING THE WALLACE TOWNSHIP AGRICULTURAL SECURITY DISTRICT AS ORIGINALLY ESTABLISHED BY RESOLUTION NO. 89-7 ON AUGUST 16, 1989, AND MODIFIED BY RESOLUTION NO. 94-7 ON JUNE 1, 1994, AND RESOLUTION NO. 94-9 ON AUGUST 3, 1994, PURSUANT TO THE TERMS AND PROVISIONS OF ACT 43 OF 1981, AS AMENDED, AND DESIGNATING 18.2 ACRES OF LAND SITUATE IN WALLACE TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, TO BE INCLUDED IN THE WALLACE TOWNSHIP AGRICULTURAL SECURITY DISTRICT.

WHEREAS, the Pennsylvania Agricultural Area Security Law, Act 43 of 1981, as amended, provides for the adoption of Agricultural Security Areas by local municipalities; and

WHEREAS, on August 16, 1989, the Wallace Township Board of Supervisors adopted Resolution No. 89-7 to create an Agricultural Security District with certain tracts of land comprising 662.046 acres, more or less, within Wallace Township; and

WHEREAS, on June 1, 1994, the Wallace Township Board of Supervisors adopted Resolution No. 94-7 to amend the Agricultural Security District by adding two tracts of land comprising 74.48 acres, more or less, within Wallace Township; and

WHEREAS, on August 3, 1994, the Wallace Township Board of Supervisors adopted Resolution No. 94-9 to amend the Agricultural Security District by adding a tract of land comprising 44.9 acres, more or less, within Wallace Township; and

WHEREAS, Section 909(a) of the Agricultural Areas Security Law requires the Board of Supervisors to perform a review of the Agricultural Security District on the seven year anniversary date of its creation and every seven years thereafter; and

WHEREAS, public notice of the seven year anniversary review process was given in accordance with the said Act; and

WHEREAS, on October 16, 1996, the Wallace Township Board of Supervisors received a proposal for modification of the Agricultural Security District from Joseph E. Heim, III, and Patricia J. Heim, his wife, to add 18.2 acres comprising tax parcels #31-4-59 and #31-4-58.1; and

WHEREAS, the original proposal and the proposed modification were referred to the Wallace Township Agricultural Area Advisory Committee, Wallace Township Planning Commission, and the Chester County Planning Commission, for their review as required by the said Act; and

WHEREAS, the Wallace Township Agricultural Area Advisory Committee, Wallace Township Planning Commission, and the Chester County Planning Commission have recommended that the original Wallace Township Agricultural Security Area be readopted and that the proposed modification be approved; and

WHEREAS, on or about January 7, 1997, Notice of a Public Hearing to be held on January 15, 1997, at 7:30 PM at the Wallace Township Municipal Building, 451 Fairview Road, Glen Moore, Pennsylvania, to consider the original proposal, written amendments thereto, and proposed recommendations by the reviewing agencies was sent to all landowners within the District and the aforementioned landowner who proposed a modification to the District, thus increasing the total acreage of the District from 781.7 acres to 799.9 acres, more or less; and

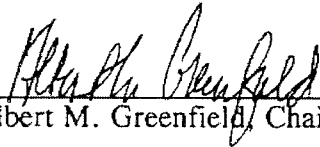
WHEREAS, on January 8, 1997, the aforementioned Notice of Public Hearing was printed in the Daily Local News and was posted in five conspicuous places within, adjacent to, or near the proposed area.

NOW, THEREFORE, BE IT RESOLVED, that the original Wallace Township Agricultural Security District, as amended, be hereby readopted and that the proposal to amend the Agricultural Security District with certain tracts of land comprising 18.2 acres (more or less) within Wallace Township is hereby adopted, and the said tracts of land are hereby declared to be added to the Wallace Township Agricultural Security District No. 1; and

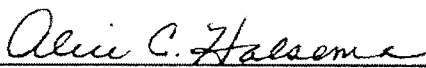
IT IS FURTHER RESOLVED, pursuant to the Act, that the officials of Wallace Township are hereby authorized and directed on behalf of the Township and its residents to implement all terms and provisions of said Act as relate to this proposal, hereby adopted, including but not limited to the filing with the Chester County Recorder of Deeds and the Wallace Township Planning Commission a description of the Wallace Township Agricultural Security District No. 1 in accordance with said Act, attached hereto as Exhibit "A," and to conduct reviews every seven (7) years regarding the need to continue the aforementioned Agricultural Security District No. 1, as adopted, and to take such other actions required or necessary to effect compliance with said Act.

RESOLVED AND ADOPTED, this 15th day of January, 1997.

**WALLACE TOWNSHIP
BOARD OF SUPERVISORS:**



Albert M. Greenfield, Chairman




Alice C. Halsema, Vice Chairman

ATTEST:

Absent

Jane M. Shields, Supervisor



Jan C. Bednarchik, Secretary

RESOLUTION NO. 97-5

EXHIBIT "A"

MODIFICATION TO
WALLACE TOWNSHIP AGRICULTURAL SECURITY DISTRICT NO. 1

- | | | |
|----|---|------------|
| 1. | Joseph E. Heim, III, and Patricia J. Heim | |
| | Tax Parcel No. 31-4-59 | 16.8 acres |
| | Tax Parcel No. 31-4-58.1 | 1.4 acres |

TOTAL: 18.2 acres

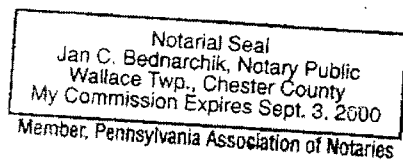
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this, the 15th day of January, 1997, before me a notary public, the undersigned officer, personally appeared Albert M. Greenfield, Jr., and Alice C. Halsema, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Jan C. Bednarchik
Notary Public



PROPOSAL FOR THE CREATION OR MODIFICATION OF AN AGRICULTURAL SECURITY AREA

This form is to be completed by the landowner(s) who propose(s) to form an agricultural security area under the Agricultural Area Security Law (Act 43 of 1981). One copy of this form is to be submitted to the local unit of government in which the proposed agricultural area is located. If the proposed area is located in more than one local unit of government, the proposal shall be submitted to all governing bodies affected. The tax parcel number can be obtained from the property tax notice. In counties without tax parcel numbers, use account numbers. In cases of joint ownership, all owners must sign the proposal.

LOCAL GOVERNMENT UNIT USE ONLY

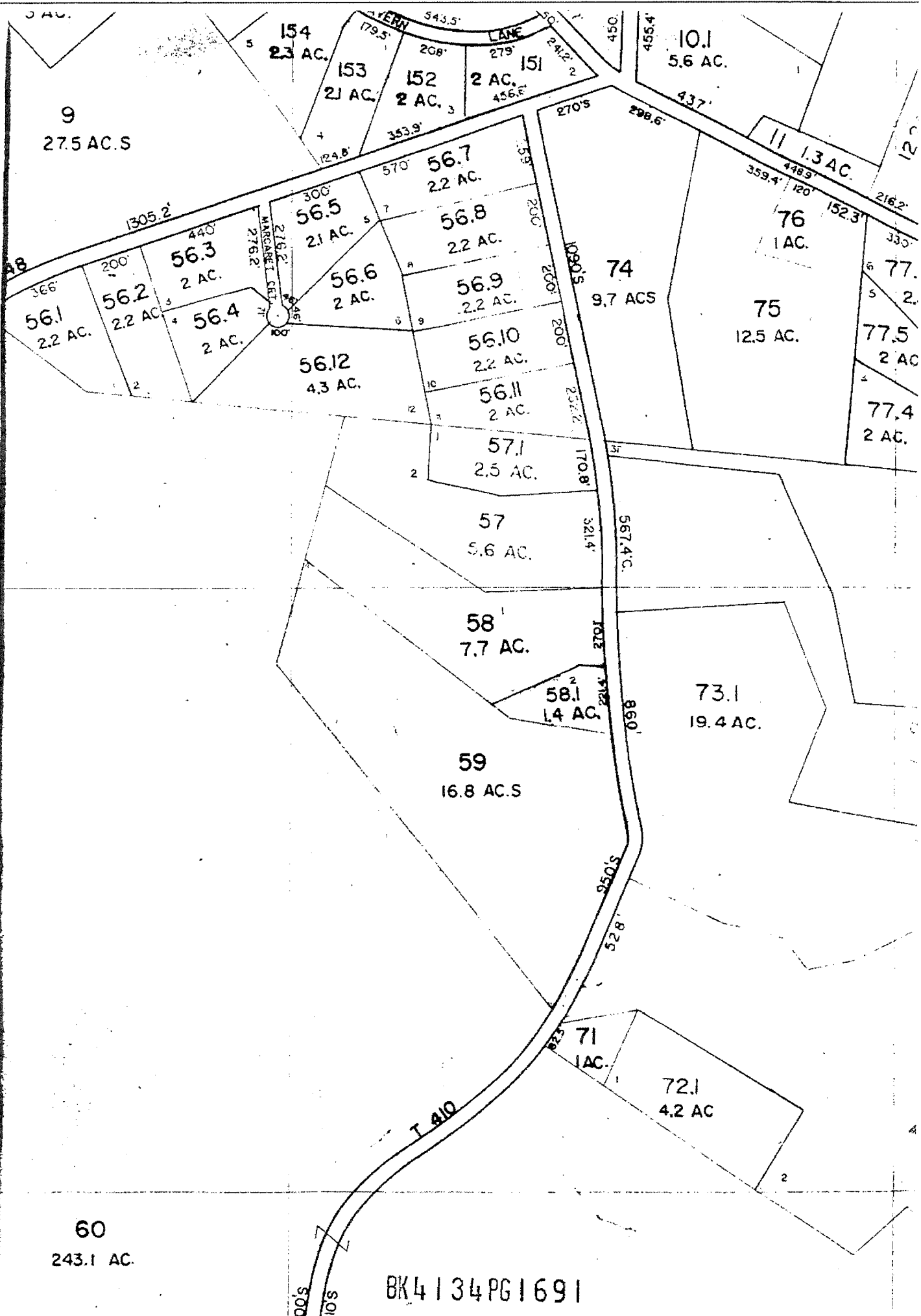
DATE RECEIVED _____
 HEARING DATE _____
 ACTION TAKEN:
 APPROVED W/O MODIFICATION
 MODIFIED, THEN APPROVED
 REJECTED

1. Location of the proposed area: Wallace Township Chester
 (Township, Borough or City) (County)

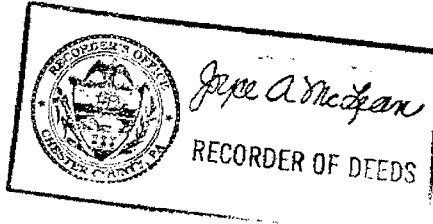
2. Total acreage in area: 18.2

2. Names and addresses of landowners proposing the area. Use additional paper if needed. Signers to this proposal give their consent to include the described land in the agricultural security area once it is approved.

Landowner's Name (PRINTED) and Signature (BELOW DOTTED LINE)	Address (PRINT)	County Tax Parcel or Account Number	Acreage
Joseph E. Heim, III <i>Joseph E Heim</i>	100 Devereux Road Glen Moore, PA 19343	31-4-59	16.8
Patricia J. Heim <i>Patricia J Heim</i>		31-4-58.1	1.4
.....			
.....			
.....			
.....			
.....			



BK 4134 PG 1691



4969

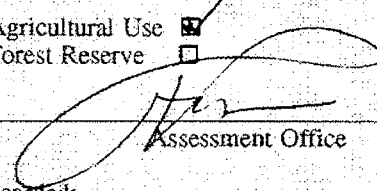
DATE: 01/28/1997 TIME: 10:48A INST NO.: 4969

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	002347	TYPE DOC :	MISC
REC FEE	:		19.00
LOC RTT	:		0.00
ST RTT	:		0.00
WRIT TAX	:		0.50



County of Chester, Pennsylvania

OFFICIAL USE			
Agricultural Use	<input checked="" type="checkbox"/>	Agricultural Reserve	<input type="checkbox"/>
Forest Reserve	<input type="checkbox"/>	Disapproved	<input type="checkbox"/>
 Assessment Office			Date 7/1/97
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.

BK 4210PG1201

PARCEL NUMBER (S):	31	- 04	- 0059	ACREAGE:	16.8
				ACREAGE:	
PROPERTY LOCATION:	Devereux Road				
	Property Address				
	Glenmoore, PA 19343				
	Municipality (Name of City, Borough, or Township)				
OWNER'S NAME(S):	Heim	Joseph	E.		
	Last	First	Initial		
	Heim	Patricia	J.		
	Last	First	Initial		
(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)					
MAILING ADDRESS:	100 Devereux Road				
	Number	Street	PA	19343	
	Glenmoore		State	ZIP	
	City		State	ZIP	
TELEPHONE NUMBER:	610-889-9911		610-942-4829		
	Daytime Number		Home Number		

Answer all questions!

	N/A	Yes	No		N/A	Yes	No
1. Is this parcel 10 contiguous acres or more in size?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. If this parcel is found <i>not eligible under Agricultural Use or Forest Reserve</i> , do you want it considered under Agricultural Reserve Land when you understand that this category requires that the land be non-commercial, open to the public for recreation, at no charge or fee, and with no discrimination against any person using the land?		<input 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"/>
4. If this parcel has open tillable land, is it now devoted to Agricultural Use, and has it been so for the preceding three years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Please check each that applies:			
5. If this parcel has Forest Land, is the land stocked with trees of any size, and is it capable of producing wood products in excess of 25 cubic feet per acre each year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. Do you have an approved Conservation plan?	<input type="checkbox"/>		<input checked="" type="checkbox"/>
6. Do you or anyone else currently conduct a non-agricultural commercial business on this land parcel that exceeds two acres?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Is this parcel now approved under Act 515?	<input 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"/>

BK4210PG1202

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>Joseph E. Heim III</u>	<u>6/4/97</u>	_____	_____
Signature	Date	Signature	Date
<u>Patricia J. Heim</u>	<u>6/4/97</u>	_____	_____
Signature	Date	Signature	Date

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF CHESTER : SS.

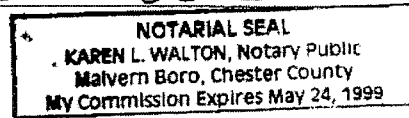
INSTRUMENT
 Copy not legible for
 microfilming

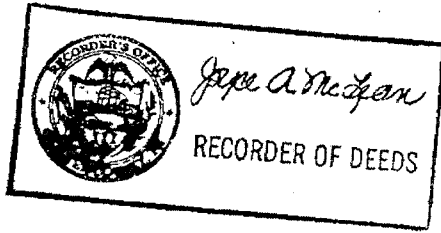
On this, the 4th day of June, 1997, before me, a Notary Public, the herein signed, did personally appear Joseph E. Heim ; Patricia J. Heim known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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

Notary Public: Karen L. Walton

My Commission Expires:
 (SEAL)



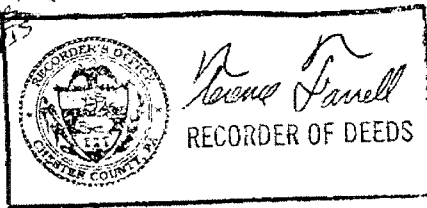


43579

DATE: 07/31/1997 TIME: 10:54A INST NO.: 43579

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	021151	TYPE DOC :	MISC
REC FEE	:		13.00
LOC RTT	:		0.00
ST RTT	:		0.00
WRIT TAX	:		0.50



DECLARATION

THIS DECLARATION made by **JOSEPH E. HEIM, III** and **PATRICIA J. HEIM**, his wife, hereinafter called "Declarant".

BACKGROUND:

Declarant is the owner of lands situate in Wallace Township and acquired by Declarant at various times. One parcel contains 18.641 acres, is known as Tax Map Parcel 31-4-59, and is described in Deed Book 3884, page 1239. The second parcel acquired by Declarant contains 1.457 acres, is known as Tax Map Parcel 31-4-58.1, and more fully described in Deed Book 3971, page 2213. The third parcel known as Tax Map Parcel 31-4-58 more fully described in Deed Book 4159, page 897 contains 7.633 acres.

Declarant secured subdivision approval from all governmental agencies to annex Tax Map Parcel 31-4-59 (Lot No. 4), Tax Map Parcel 31-4-58.1 (Lot No. 2), and part of Parcel 31-4-58 (known as Lot No. 3) as a singular parcel all as more fully shown on a Subdivision Plan for Joseph E. Heim, III, et ux. prepared by K.R. Comstock, Jr., Registered Land Surveyor, approved by all governmental bodies, and recorded in the Office of the Recorder of Deeds as Plan No. 9015649. Said Plan annexes and makes one parcel being Parcels 2, 3, and 4 as described above leaving Parcel No. 1 as shown on said Plan as a separate and distinct parcel containing 6.71 acres all as shown on the aforesaid Plan.

Declarant desires to memorialize said merger of properties by this DECLARATION.

Being UPI #31-4-58 ✓ 31-4-58.1 ✓ & 31-4-59 ✓

TERMS:

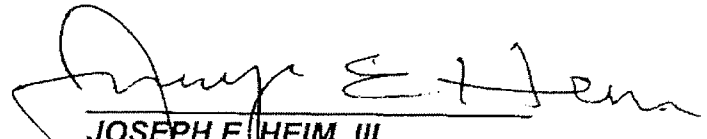
NOW, THEREFORE, intending to be legally bound hereby, Declarant does hereby declare that Chester County Tax Map Parcels 31-4-59 containing 18.641 acres as well as Tax Map Parcel 31-4-58.1 containing 1.457 acres, and a portion of Tax Map Parcel 31-4-58 containing 0.923 acres all as shown on the aforementioned Subdivision Plan shall hereafter be joined as a single parcel. Any subdivision or land development activities shall hereafter treat the aforesaid three parcels as a single parcel and neither parcel shall be sold or conveyed or leased one from the other excepting pursuant to the zoning regulations of all governmental bodies and pursuant to subdivision and land development regulations of all governmental bodies having jurisdiction. Declarant requests that the tax mapping authorities of Chester County combine the aforesaid parcels into a single designated tax map parcel. Parcel No. 1 being the remaining part of Tax Map Parcel 31-4-58 and containing 6.71 acres and more fully shown and



SM

delineated on the aforementioned recorded Subdivision Plan shall continue to be a separate and distinct parcel for all intents and purposes.

IN WITNESS WHEREOF, Declarant has hereunto set their hands and seals this 30th day of August, 2002.


JOSEPH E. HEIM, III


PATRICIA J. HEIM

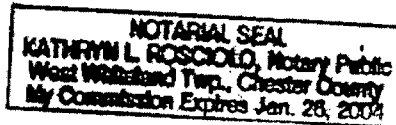


COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this *30th* day of *August*, 2002,
before me, the undersigned officer, personally appeared *JOSEPH E. HEIM, III* and *PATRICIA J. HEIM* known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

SWORN TO AND SUBSCRIBED
before me this *30th* day
of *August*, 2002.



Kathryn L. Rosciolo
Notary Public



10130125
Page 3 of 3
B-5394 P-1497

09/23/2002 10 474

REGISTERED SURVEYOR
CHICAGO COUNTY, ILL.
JAN 13 PM 11:13



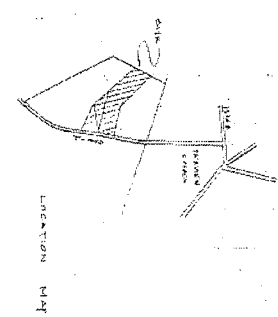
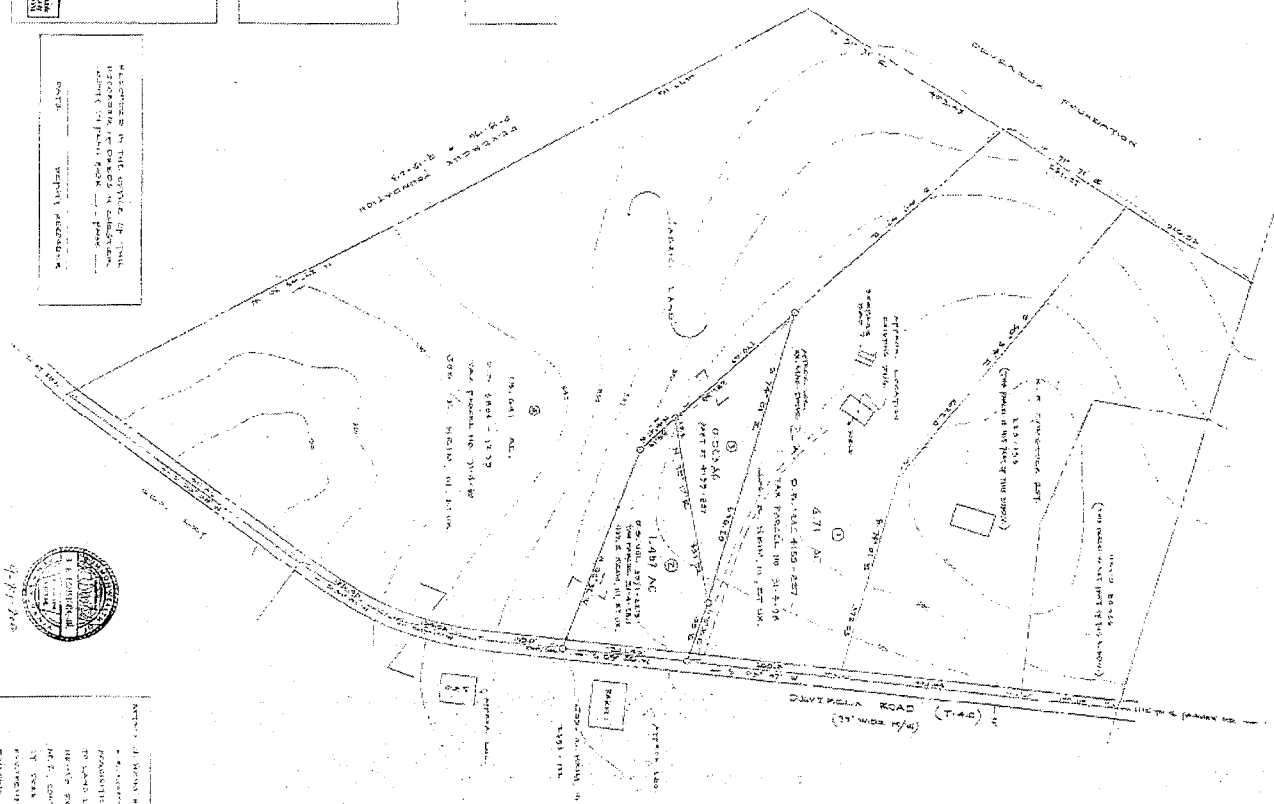
OWNER APPLICANT
 JAMES W. WELLS III, EST. INC.
 1000 S. WASHINGTON ST.
 SUITE 1000, CHICAGO, ILL. 60607
 PHONE: 312-467-1822
 OWNER PHONE: 312-467-1822 & 467-4007

REGISTERED PROFESSIONAL SURVEYOR
 JAMES W. WELLS III
 CHICAGO COUNTY, ILL.
 DATE: 11/1/00

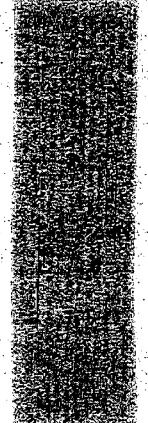
REGISTERED PROFESSIONAL SURVEYOR
 JAMES W. WELLS III
 CHICAGO COUNTY, ILL.
 DATE: 11-1-00

REGISTERED PROFESSIONAL SURVEYOR
 JAMES W. WELLS III
 CHICAGO COUNTY, ILL.
 DATE: 11-1-00

REGISTERED PROFESSIONAL SURVEYOR
 JAMES W. WELLS III
 CHICAGO COUNTY, ILL.
 DATE: 11-1-00



A portion of the rear property (5.81 AC) is proposed to be a new addition and will have front access to the street from the east side of the street. The remainder of the property (1.487 AC) is proposed to be a new addition and will have front access to the street from the east side of the street.



FINAL PLAN OF ADDITION AND MINOR SUBDIVISION

FOR THE TRACT IN THE EAST TOWNSHIP, CHICAGO COUNTY, ILL. REFERENCED BY THE CHICAGO COUNTY RECORDS BOOK 100, PAGE 100.

JOSEPH E. HEIM, III, ETUX.

REGISTERED PROFESSIONAL SURVEYOR
 CHICAGO COUNTY, ILL.
 DATE: 11-1-00

REGISTERED PROFESSIONAL SURVEYOR
 JAMES W. WELLS III
 CHICAGO COUNTY, ILL.
 DATE: 11-1-00

REGISTERED PROFESSIONAL SURVEYOR
 JAMES W. WELLS III
 CHICAGO COUNTY, ILL.
 DATE: 11-1-00

REGISTERED PROFESSIONAL SURVEYOR
 JAMES W. WELLS III
 CHICAGO COUNTY, ILL.
 DATE: 11-1-00

