

# 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 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](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

Commitment No.: 16TLT00030PA

**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:  
70 Devereux Road , Glenmoore, PA 19343

SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest  
President  
Trident Land Transfer Company

## COMMONWEALTH

Commitment No.: 16TLT00030PA

### 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 .  
  
Mortgage from 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.

## SCHEDULE B - SECTION I

(Continued)

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.
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 \$12,540.00 Tax ID / Parcel No. 31-4-73.4
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.

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

29. Name of mortgagor to be furnished and additional searches made.
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.: 16TLT00030PA

### 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), Lexington Manor.
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. Grant of Right of Way set out in deed from Kenneth R. Comstock, Sr et ux to Kenneth R. Comstock, Jr. et ux dated 5-5-1989 and recorded 7-5-1989 in Record Book 1603 page 314.
13. Rights granted to Texas Eastern Transmission Corporation in Record Book 1645 page 416.
14. Rights granted to Philadelphia Electric Company in Record Book 2048 page 579.
15. 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 Record Book 3399 page 416.

## SCHEDULE B - SECTION II

(Continued)

16. Resolution No. 94-7 Agricultural Security District recorded 2-1-2002 in Record Book 3775 page 1957.
17. Application for Use Value Assessment of Land for Real Estate Tax Purposes Under Act 319 of 1974, Clean and Green in Record Book 4261 page 2158.
18. Notes and conditions set out on recorded plans 9137 and 11380.

COMMONWEALTH

Commitment No.: 16TLT00030PA

**SCHEDULE C  
PROPERTY DESCRIPTION**

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

ALL THAT CERTAIN tract or parcel of land SITUATE on the Easterly side of Devereux Road (T-410) in the Township of Wallace, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a plan thereof by K.R. Comstock, Jr., Registered Land Surveyor, last revised August 23, 1991 and recorded as Plan No. 11380 in the records of Chester County, as follows, to wit:

BEGINNING at the Northwesterly corner thereof, a spike set in or near the middle of Devereux Road (T-410) a corner of a 50 feet wide strip of land retained by the grantors herein, K.R. Comstock, et al, and which spike is distant 1,163 feet more or less, as measured Southwardly in said Devereux Road, from the center of Fairview Road (LR 15148); thence extending from the point of beginning, leaving Devereux Road by remaining lands of the grantors, the following five (5) courses and distances, to wit: (1) South 71 degrees 55 minutes East, 561.50 feet, along the Southerly side of the said 50 feet wide strip of land, to an iron pin set; (2) South 15 degrees 42 minutes East 440.72 feet to an iron pin set; (3) South 00 degrees 48 minutes West 418.73 feet to an iron pin set in a fence row; (4) South 77 degrees 03 minutes East, in said fence row, 716.71 feet to an iron pin set; and (5) North 29 degrees 59 minutes East 78.36 feet to an existing corner of land of John Corry; thence extending by Corry's land, South 38 degrees 41 minutes East in and along an old stone fence, for a distance of 792.30 feet to an iron pin set; thence continuing by Corry's land and by land of Albert Greenfield, South 86 degrees 08 minutes East in and along an old stone fence, for a distance of 537.42 feet to an old post in the intersection of two stone fences; thence by land of Albert Greenfield, South 33 degrees 09 minutes West, in and along an old stone fence, for a distance of 1,349.70 feet to an iron pin found, a corner of land of George Ley; thence by Ley's land, the following three (3) courses and distances, to wit: (1) North 42 degrees 48 minutes West, still in and along an old stone fence a distance of 776.20 feet to an iron pin found; (2) North 05 degrees 55 minutes East 495.35 feet to an existing iron pin; and (3) North 69 degrees 48 minutes West, 324.82 feet to an existing iron stake, a corner of other lands of the grantees herein, Joseph E. Heim, III and wife; thence extending by the grantees' other land, the following five (5) courses and distances, to wit: (1) North 41 degrees 36 minutes East 238.50 feet to a point; (2) North 69 degrees 12 minutes West, in and along an old stone fence, 730.00 feet to a point; (3) North 31 degrees 33 minutes East 337.80 feet to a point; (4) North 10 degrees 08 minutes West 377.17 feet to an iron pipe found; and (5) North 83 degrees 47 minutes West, crossing an existing iron pipe found on the East side heretofore mentioned Devereux Road, for a distance of 548.60 feet to a point in or near the middle of said public road; thence extending along in the middle of Devereux Road, North 06 degrees 16 minutes East, for a distance of 567.47 feet to the first mentioned spike and place of beginning.

CONTAINING 42.643 acres of land be the same more or less.

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

UPI# 31-4-73.4

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:
: \$0.05 : Mort F. Farr (SEAL)
Harry S. Woodward : PENNA : Linnea 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 Linnea 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
By commission expires Jun 7, 1941
NOTARIAL SEAL

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

Transcribed by: KID
Computed by: HALLMAN LINDSEY
Recorded May 18, 1937.

RIGHT OF WAY GRANT N- 1814
DE 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 Kellipton 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 services to the various residences, premises and other users in the vicinity, including the right of ingress and egress to inspect, remove, 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:
: \$0.05 : (Mrs) Mary E. Miller (SEAL)
Harry S. Woodward : PENNA : (KIDOK)
: 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.  
W. S. Roberts.

Transcribed by: King  
Computed by: HALLMAN LUNGACRE  
Recorded May 18, 1937.

H- 1834

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

25874  
MAY 18 1937

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 lands of Annie H. Embree on the north, to Strassburg 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 northeast of New Strassburg Road, approximately 10 feet west of aforesaid pole line location.

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

In the presence ofj  
Tom Taylor Miller : 00.05 : Ralph E. Martin (SRAL)  
Tom Taylor Miller : PENNA : Alma M. Martin (SEAL)  
: SEAL :

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 Alma 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.  
W. S. Roberts.

Solicited by: James P. Kane

Transcribed by: King  
Computed by: HALLMAN LUNGACRE  
Recorded May 18, 1937.

H- 1833

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

25874  
MAY 18 1937

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 H. Dunbar, Notary Public.
My commission expires Feb. 12, 1941.

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. Maglin, Notary Public
My commission expires May 11, 1940.

Transcribed by: Groff
Compared by: BEULIE HALLMAN
Recorded: March 26, 1938.

RIGHT OF WAY GRANT : Frank Comstock J. Fleck (12610)
FRANK COMSTOCK ET VX : 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, renew, 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 2285 feet north of Creek Road and 10 feet east from the east side of Devereaux (Township) Road.
EXECUTED this 9th day of March A.D. 1938.

Witnesses:
John Fleck Frank Comstock (SEAL)
Helen Sansonig 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 9th 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 first aforesaid.
Helen Sansonig, 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: Groff
Compared by: BEULIE HALLMAN
Recorded March 26, 1938.

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

Hildred E. McVadden :  
Notary Public : NOTARIAL :  
My Commission expires : APRIL :  
March 7, 1947 : .....

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

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

ORDER FROM FRANK COMSTOCK TO UNITED STATES OF AMERICA  
C. J. Fedorcorp  
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. Black, et al Defendants  
CIVIL ACTION NO. 2038 (CONSOLIDATED)  
PARCEL NO. 3

RECORDED  
11-15-48  
2-1-1949  
DIXON RAMSEY

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 \$1,860., 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 :  
JUL 22 :  
United States District Court :  
SEAL :  
OF :  
COURT :  
COURT :

EXHIBIT "A"

Beginning at a point on the division line between the land of the Davenport 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. 76°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. 635.09 feet to a point; thence N. 81°28' E. 87.62 feet to a point on the division line between the lands of T. R. 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 103.86 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. 636.84 feet to a point; thence S. 83°13' W. 90.44 feet to a point; thence S. 79°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

Deed Book D 22 page 217

containing 2,884 acres more or less,

A TRUE COPY CERTIFIED TO FROM THE RECORD

ATTEST Robert H. Criswell  
12/3/46 Deputy Clerk

.....  
I SEAL  
I OF  
I COURT  
.....

Transcribed by Godehawk

Compared by ... ..  
Recorded December 4, 1946

*W. C. BREED*

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

*W. C. BREED*

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

wife, of Stratford, Tredyffrin Township, Chester County, Pennsylvania, of the SECOND PART (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 making 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. Yorker, C. E., Bryn Mawr, Penna., dated December 2, 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 westerly 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 East 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 Aldus H. Selucoridge, 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 42B, Page 361, etc., conveyed, inter alia, to Fidelity-Philadelphia Trust Company and Isabel Howell Gray, 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.

AND BE SUBJECT to certain covenants and restrictions therein mentioned. TOGETHER 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 Mr. Thomas S. 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 B 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 TOGETHER with the right and privilege of keeping, maintaining and repairing the pipe extending from the Eagle Road Westwardly 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. 1924, duly 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-7357

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 Glenmore-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  
Sub # 1-603

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:

James A. Georshy  
J. Russell 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 J. Russell Comstock & Frances M. Comstock, known to me (or satisfactorily proven) to be the persons whose names subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

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



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



27

71-7350

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, 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 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 I. 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.

1014587  
W-326854101  
N.C.P.

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

In the presence of:

William A. Yawley  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Frank Comstock [SEAL]  
Frank Comstock [SEAL]  
\_\_\_\_\_  
\_\_\_\_\_ [SEAL]

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Chester

On this, the 25th day of April, 1957, before me, Clarence J. Kelly, the undersigned officer, personally appeared FRANK COMSTOCK 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 this transaction is \$1.00"  
Clarence J. Kelly Notary



William A. Yawley  
Clerk of the County of Chester  
I received and recorded this instrument in Chester County, Pennsylvania on April 25th 1957  
At: The new Times-Build  
Rt. 112 Page 329  
My Commission Expires January 6, 1961  
1-6-1961



JUN 17 11 33 AM '61

VV W-11016

C-159431-801C (100 X)

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 PATRIEV 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

Elmo E. Comstock (SEAL)  
 Elmo E. Comstock

I hereby certify that the true, full and complete value of this transaction is \$ 1.00



COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF Delaware

On this, the 18th day of April, 1961, before me Lawrence A. Harter, 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 he 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



1-32529-117

11-551815-11

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 enjoy 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 of OWNER.

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 of effective date (January 1) of the covenant, it shall be extended for one (1) year, unless:

240 335

TA 207, 688  
431, 635  
ST. 26571M

1-197-11

TA 107213

TA 2162570

CS-3936  
CS-3507

JUN 17 11 59 AM '70

205-700-9

F.A. 21-616-2

PA 4348

DV 146001

21-616-11

REC-394  
REC-6037, 6702-8890  
1009-PVA

2357-G  
4763-G

(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 notified 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 assessment 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 14<sup>th</sup> day of MAY, 1974.

COUNTY OF CHESTER

BY Theodore S. A. Rubino (SEAL)

Monroe L. Nute (SEAL)

Leo D. McDermott (SEAL)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER

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

James H. Cital  
JAMES HENDER, Notary Public  
COMMISSION EXPIRES 12/31/78  
BY COMMISSION REPORT, 1/1/78

James H. Cital  
RECORDER OF DEEDS

Rec. in Chester Co. Pa. in  
1974 Ax. 344, 9120, 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 hereby acknowledged, has and does  
grant, bargain, sell, alien, enclose, 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.L. 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 hereby incorporate herein by refer-  
ence and make a part hereof as if set forth verbatim all of the

Oct 6 9 13 AM '75  
RECORDED  
INDEXED  
DEPT. OF REVENUE

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

[Signature]  
County Recorder

Kenneth Ray Comstock (SEAL)  
Owner

Kathryn M. Comstock (SEAL)  
Owner

Frances M. Comstock (SEAL)  
Owner

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

Personally appeared before me, a Notary Public  
Kenneth Ray Comstock and Kathryn M. 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

Mary Jane Thompson (SEAL)  
Notary Public

MARY JANE THOMPSON, Notary Public  
1910 Chester, Chester Co., Pa.  
My Commission Expires March 11, 1978

Jean K. Cital  
RECORDER OF DEEDS

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

301 176



Industrial Valley Title Insurance Co.  
310-B North Pottstown Pike  
Exton, PA 19341

*This Deal is Not Drawn*

THIS INDENTURE, made the 5th day of May, A.D., 1989, between Kenneth R. Comstock, Sr. and Kathryn M. Comstock, his wife, of 655 Devereux Road, Glenmoore, Pennsylvania, of the one part, and Kenneth R. Comstock, Jr. and Janice G. Comstock, his wife, of R.D.#2, Box 194, Sartwell Creek Road, Port Allegany, Pennsylvania, of the other part;

WITNESSETH, That the said Kenneth R. Comstock, Sr. and Kathryn M. Comstock, his wife, IN RETURN FOR THE CONVEYANCE HEREBIN OF INTERESTS OF EQUAL VALUE, have granted and conveyed, and by these presents do grant and convey unto the said Kenneth R. Comstock, Jr. and Janice G. Comstock, his wife, their heirs and assigns, as tenants by entirety, all of their right, title and interest in and to THOSE TWO CERTAIN LOTS OR PIECES OF GROUND being more particularly described as follows: THIS IS A TRANSFER FROM PARENT TO CHILD/SPOUSE AND IS THEREFORE TAX EXEMPT  
Lot #1:

ALL THAT CERTAIN lot or parcel of land situate in the Township of Wallace, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a plan thereof by Beideman Associates, as follows, to wit:

BEGINNING at the northeasterly corner thereof, an existing iron pipe on the westerly line of land of John Corry, which iron pipe is an original corner of the Comstock farm and is also the southeasterly corner of Lot #2 of the Lexington Manor Subdivision, thence extending from the point of beginning, south 36 degrees 45 minutes 54 seconds west, by Corry's land, for a distance of 174.86 feet to a point, a corner of Lot #2 on the above-mentioned plan; thence by Lot #2, North 87 degrees 38 minutes West, a distance of 408.47 feet to a point on the easterly side of a 50' wide right-of-way and private road; thence extending along the easterly side of the same, North 02 degrees 27 minutes East, for a distance of 176.00 feet to a point of curve; thence continuing by the 50' wide right-of-way, on a line curving to the right, having a radius of 375.00 feet, for an arc distance of 51.69 feet to an iron pin, the southwesterly corner of Lot #3 of the Lexington Manor Subdivision; thence by Lot #3 and by the said Lot #2, South 78 degrees 10 minutes 40 seconds East, for a distance of 510.30 feet to the first mentioned iron pipe and place of beginning.

CONTAINING: 2.003 Acres of land be the same more or less.

Together with the right to use, for purposes of ingress, egress, and regress, from the above-described parcel to Little Conestoga Road (LR 15052), that certain 50' wide strip of land located along the westerly line of the above-described parcel, which 50' wide strip of land leads northwardly to a point which connects to Lexington Manor (a 50' wide public street which extends northeastwardly through the Lexington Manor Subdivision to Little Conestoga Road (LR 15052).

Being Lot #1 on the above-mentioned plan.

Lot #2:

ALL THAT CERTAIN lot or parcel of land situate in the Township of Wallace, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a plan thereof by Beideman Associates, as follows, to wit:

BK1603PG314

BEGINNING at the northeasterly corner thereof, a point on the westerly line of land of John Corry, which point is the southeasterly corner of Lot #1 on the above-mentioned plan, and which point is distant 17.86 feet, as measured by a bearing of South 36 degrees 45 minutes 54 seconds West along Corry's land, from an existing iron pipe which marks an original corner of the Comstock farm, thence extending from the point of beginning, South 36 degrees 45 minutes 54 seconds West, along Corry's land, for a distance of 96.16 feet to an existing iron pipe; thence continuing by Corry's land, South 00 degrees 29 minutes 06 seconds East, a distance of 158.88 feet to a point, a corner of land retained by the grantors herein, K. R. Comstock, et al., thence by the grantors' remaining land, North 87 degrees 33 minutes West, a distance of 362.40 feet to a point on the easterly side of a 50' wide right-of-way and private road; thence extending along the easterly side of the same, North 02 degrees 27 minutes East, for a distance of 238.10 feet to a point, the south-westerly corner of the aforesaid Lot #1 on the above-mentioned plan thence by Lot #1, South 87 degrees 33 minutes East, for a distance of 408.47 feet to the first mentioned point and place of beginning.

CONTAINING: 2.001 Acres of land be the same more or less.

TOGETHER with the right to use, for purpose of ingress, egress, and regress, from the above-described parcel to Little Conestoga Road (LR 15052), that certain 50' wide strip of land located along the westerly line of the above-described parcel, which 50' wide strip of land leads northwardly to a point which connects to Lexington Manor (a 50' wide public street which extends northeastwardly, through the Lexington Manor Subdivision, to Little Conestoga Road (LR 15052)).

Being Lot #2 on the above-mentioned plan.

BEING part of the same premises which the Estate of Frank Comstock by Award of Real Estate dated May 20, 1971 and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, in Deed Book Y-39 at page 575, granted and conveyed to Kenneth Ray Comstock and Kathryn M. Comstock, as tenants by the entirety, an undivided two-thirds interest, and to Frances M. Comstock, an undivided one-third interest, in fee, and the said Frances M. Comstock departed this life on August 7, 1985, testate, her will being probated in Chester County, Pa., on August 21, 1985 as #15-85-0874, wherein and whereby, inter alia, she devised the residue of her estate, to her sister, Marguerite McFadgen and her nephew, Kenneth R. Comstock, Jr.. And the said Marguerite McFadgen having departed this life on November 11, 1984, the entire "residue" of the estate of Frances M. Comstock, including her one-third interest in said premises, vested in the survivor under Item 4 of her Will, the said Kenneth R. Comstock, Jr., who caused his wife, Janice G. Comstock, to be named a joint owner, as husband and wife, in said tract(s).

for and in exchange for the conveyance hereinbelow to them, the said Kenneth R. Comstock, Sr. and Kathryn M. Comstock, his wife, their heirs and assigns, by said Kenneth R. Comstock, Jr. and Janice G. Comstock, his wife.

TO HAVE AND TO HOLD said premises, to the said Kenneth R. Comstock, Jr. and Janice G. Comstock, his wife, their heirs and assigns forever, as tenants by entirety.

AND the said Kenneth R. Comstock, Jr. and Janice G. Comstock, his wife, IN RETURN FOR THE CONVEYANCE HEREIN OF INTERESTS OF EQUAL VALUE, have granted and conveyed, and by these presents do grant and convey unto the said Kenneth R. Comstock, Sr. and Kathryn M. Comstock, his wife, their heirs and assigns,

OK 1603 PG 315

an undivided NINE AND FORTY-FIVE HUNDREDTHS PERCENT (9.45%) of the interests and ownership of the aforesaid Kenneth R. Comstock, Jr. and Janice G. Comstock in and to the hereinafter described tract of land, (an interest equal in value to the five and fifteen hundredths percent (5.15%) of the interests of the said Kenneth and Kathryn Comstock in the premises recently conveyed from them to the said Kenneth R. Jr. and Janice G. Comstock, and also equal in value to three and fifty-six hundredths percent (3.56%) of the interests of all owners therein), as follows: THIS IS A TRANSFER FROM CHILD/SPOUSE TO PARENTS AND IS THEREFORE TAX EXEMPT

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 forty six and one half perches to a hickory tree, thence by the same North eighty nine 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.

TRACT NO. 1 - ALL THAT CERTAIN tract of land situate in Wallace Township, Chester County, Pennsylvania, bounded and described according to a survey by C. Howard Hazard, R.S., made January 12, 1957, as follows :

BEGINNING at an iron spike in the middle of the Township Road leading from the Creek Road to Fairview Church, 491.5 feet distance from a point, an iron spike, in the middle of said road and in line of lands of the Henry Howson Estate; thence along the middle of the said Township Road, south 1 degree, 17 minutes east, 491.5 feet to a corner of other lands of the Grantor; thence along the same north 76 degrees, 9 minutes west, 377.8 feet to a point, a stake driven 2 feet east of a Hickory tree; thence still along the same north 49 degrees, 1 minute west, 861.97 feet to a stake in line of the Devereux Foundation; thence along the same north 24 degrees east 249.5 feet to a stake; thence south 52 degrees, 10 minutes, 10 seconds east, 629.95 feet to a stake and thence south 81 degrees, 17 minutes east, 374.95 feet to the first mentioned point and place of beginning.

CONTAINING 9.198 acres more or less.

TRACT NO. 2 - ALL THAT CERTAIN tract of land situate in Wallace Town-

BK1603PG316

ship, Chester County, Pennsylvania bounded and described according to a survey by C. Howard Hazard, R.S., made January 12, 1957, as follows:

BEGINNING at an iron spike driven in the middle of the Township Road leading from Creek Road to Fairview Church, 1112 feet distance from the middle of the Little Conestoga Road at Fairview Church; thence along the middle of the same Township Road south 1 degree, 17 minutes east, 491.5 feet to a spike, a corner of lands about to be conveyed to J. Russell Comstock and Frances M. Comstock; thence along the same north 81 degrees, 17 minutes west, 374.95 feet to a stake and still by the same north 52 degrees, 10 minutes, 10 seconds west, 629.95 feet to a stake in line of lands of the Devereux Foundation; thence along the same north 24 degrees, 249.5 feet to a stake in line of the Henry Howson Estate; thence along the same south 81 degrees, east 803.2 feet to the first mentioned point and place of beginning.

CONTAINING 8.302 acres more or less.

TRACT NO. 3 - ALL THAT CERTAIN tract or piece of land situate in Wallace Township, Chester County, Pennsylvania, bounded and described in accordance with a plan made by Howard H. Ranck, Registered Surveyor dated 9/11/1963, as follows, to wit:

BEGINNING at the Southwest corner thereof, a point in the public road leading from Creek Road to Fairview Church, a corner between lands of the said Frank Comstock and Mort Farr; thence extending along in the said public road by land retained by Frank Comstock; North 26 degrees 40 minutes East, 512.8 feet to a point in the said road, said line having crossed a right of way for pipe line across land of Frank Comstock; thence extending by land retained by Frank Comstock, crossing an iron pin set at the East side of said road, and recrossing said pipe line, South 61 degrees 55 minutes East 361.2 feet to an iron pin; thence by the same, South 72 degrees 10 minutes East 222.2 feet to an iron pin near a Walnut tree; thence by the same South 35 degrees 10 minutes East 126.1 feet to an iron pin on line of land of the said Mort Farr; thence extending along said land and part of the way along the North side of a private lane, premises of Mort Farr; South 82 degrees West 842 feet to the place of beginning.

CONTAINING 4.31 acres.

TRACT NO. 4 - ALL THAT CERTAIN tract of land, with dwelling, barn and other buildings erected thereon, hereditaments and appurtenances, Situate on the East side of Devereux Road (T-410), in the Township of Wallace, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a survey thereof by K.R. Comstock, Jr., Registered Land Surveyor, Glen Moore, Pennsylvania, dated October 1, 1968, as follows, to wit:

BEGINNING at a nail in the middle of Devereux Road (as shown on said Plan) in line of land of Russell Comstock, said point being distant One thousand seven hundred thirty feet, more or less, as measured in said road, South from the centerline of Fairview Road (LR 15148), thence from the said beginning point, leaving Devereux Road by land retained by the grantor herein, Frank Comstock, the following five courses and distances, to wit: (1) South Eighty-five degrees, fifty-six minutes East, Five hundred forty-eight and sixty one-hundredths feet to an iron pin; (2) South Twelve degrees, six minutes East, Three hundred seventy-seven and ten one-hundredths feet to an iron pin; (3) South Twenty-nine degrees, eleven minutes West, Three hundred thirty-seven and eighty one-hundredths feet to a stake in a stone fence; (4) South Seventy-one degrees, twenty-four minutes East, along and in aforesaid stone fence, Seven hundred thirty feet to a stake; (5) South Thirty-nine degrees, thirty-three minutes West, Two hundred thirty-eight and fifty one-hundredths feet to an iron post, formerly a black oak tree and an original corner of a larger tract of land of which this herein described tract is a part; thence by land of Mort Farr, the following five courses and distances, to wit: (1) South Seventy-one degrees, fifty minutes West, along in a stone fence, Four hundred twenty and fifty one-hundredths feet to an iron pipe; (2) South Eighty-nine degrees, forty-five minutes West, continuing in said stone fence, Two hundred feet to an iron pipe; (3) North Twenty-seven degrees, twenty-six minutes West, One hundred twenty-six and thirty one-

BK 1603 PG 317

hundredths feet to an iron pipe by a walnut tree; (4) North Sixty-four degrees, thirty-three minutes West, Two hundred twenty-two and forty one-hundredths feet to an iron pipe; (5) North fifty-four degrees, twenty-three minutes West, crossing a small spring run, Three hundred sixty and fifty one-hundredths feet to a spike in the middle of the heretofore mentioned Devereux Road; thence along in said road, by land of the grantor, North Twenty-nine degrees East, a distance of One hundred eighty-five and five one-hundredths feet to a point; thence by land of the same, and in the public road, North Eleven degrees, eighteen minutes East, a distance of One hundred fifty-four and ninety-five one-hundredths feet to a point; and still in said road, by land retained by the grantor and land of Russell Comstock, North Three degrees, seventeen minutes East, a distance of Five hundred twenty-one and forty one-hundredths feet to the place of beginning.

CONTAINING 19.437 acres of land be the same more or less.

BEING the same premises which the Estate of Frank Comstock by Award of Real Estate dated May 20, 1971 and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, in Deed Book Y-39 at page 575, granted and conveyed to Kenneth Ray Comstock and Kathryn M. Comstock, as tenants by the entireties, an undivided two-thirds interest, and to Frances M. Comstock, an undivided one-third interest, in fee, and the said Frances M. Comstock departed this life on August 7, 1985, testate, her will being probated in Chester County, Pa., on August 21, 1985 as #15-85-0874, wherein and whereby, inter alia, she devised the residue of her estate, to her sister, Marguerite McFadgen and her nephew, Kenneth R. Comstock, Jr.. And the said Marguerite McFadgen having departed this life on November 11, 1984, the entire "residue" of the estate of Frances M. Comstock, including her one-third interest in the above described tract(s), vested in the survivor under Item 4 of her Will, the said Kenneth R. Comstock, Jr., who caused his wife, Janice G. Comstock, to be named a joint owner, as husband and wife, in said tract(s).

for and in exchange for the conveyance hereinabove to them, the said Kenneth R. Comstock, Jr. and Janice G. Comstock, his wife, their heirs and assigns, by said Kenneth R. Comstock, Sr. and Kathryn M. Comstock, his wife.

TO HAVE AND TO HOLD said interests in the said premises, to the said Kenneth R. Comstock, Sr. and Kathryn M. Comstock, his wife, their heirs and assigns, forever.

PROVIDED always, nevertheless, and these presents are upon this condition, and it is the true intent and meaning of the parties hereto, that if either or any of said parties, his, her or their heirs, executors, administrators or assigns, shall at any time or times hereafter, by color, means or reason of any former or other gift, grant or sale, or otherwise howsoever, be ousted or evicted of and from the possession of either of the said premises so respectively granted in exchange as aforesaid, or any part thereof, then and in such event these presents and every other matter and thing herein contained shall be utterly void and of no effect, and then and thenceforth it shall and may be lawful to and for the party or parties, his, her or their heirs, executors, administrators or assigns, so ousted or evicted, into his or their said former premises, with all and singular the appurtenances, to re-enter and the same to have again, repossess and enjoy, as of his or their

BK 1603 PG 18

former estate or estates, anything herein contained to the contrary thereof in any wise notwithstanding.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

\_\_\_\_\_  
*Kenneth R. Comstock, Sr.* (SEAL)  
 Kenneth R. Comstock, Sr.

\_\_\_\_\_  
*Kathryn M. Comstock* (SEAL)  
 Kathryn M. Comstock

\_\_\_\_\_  
*Kenneth R. Comstock, Jr.* (SEAL)  
 Kenneth R. Comstock, Jr.

\_\_\_\_\_  
*Janice G. Comstock* (SEAL)  
 Janice G. Comstock

COMMONWEALTH OF PENNSYLVANIA : ; ss  
COUNTY OF CHESTER : ; ss

On this 5<sup>th</sup> day of May, 1989, before me, the undersigned officer, personally appeared Kenneth R. Comstock, Sr., and Kathryn M. Comstock, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

COMMONWEALTH OF PENNSYLVANIA : ; ss  
COUNTY OF Chester : ; ss

Notary Public NOTARIAL SEAL  
 KIMBERLY WINSLOW, NOTARY PUBLIC  
 WEST WHITELAND TOWNSHIP  
 CHESTER COUNTY, PA  
 MY COMMISSION EXPIRES AUGUST 17, 1992

On this 5<sup>th</sup> day of May, 1989, before me, the undersigned officer, personally appeared Kenneth R. Comstock, Jr. and Janice G. Comstock, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

NOTARIAL SEAL  
 KIMBERLY WINSLOW, NOTARY PUBLIC  
 WEST WHITELAND TOWNSHIP  
 CHESTER COUNTY, PA  
 MY COMMISSION EXPIRES AUGUST 17, 1992

Notary Public NOTARIAL SEAL  
 KIMBERLY WINSLOW, NOTARY PUBLIC  
 WEST WHITELAND TOWNSHIP  
 CHESTER COUNTY, PA  
 MY COMMISSION EXPIRES AUGUST 17, 1992

RETURN TO

Industrial Valley Title Insurance Co.  
300-E North Folsom Pike  
Exton, PA 19341

EXCHANGE OF REAL ESTATE

*Two* **Deed** *and* **Grant**

KENNETH R. COMSTOCK, SR. and  
KATHRYN M. COMSTOCK, his wife  
655 Devereux Rd., Glenmoore, PA.  
19343

and

KENNETH R. COMSTOCK, JR. and  
JANICE G. COMSTOCK, his wife  
R.D.#2, Box 194, Sartwell Creek  
Rd., Port Allegany, PA. 16743

The address of the Grantor is  
R.D.#2, Box 194, Sartwell Creek Rd., Port Allegany, PA. 16743  
See above

BENDER and BENDER  
POST OFFICE BOX 3  
DOWNTOWN, PENNA. 19335  
RECORDED in Deed Book  
GIVEN under my hand and the seal of this office, the date above written.

Recorder of Deeds

PK 1603 PG 319



104826

RECORDER OF DEEDS  
CHESTER COUNTY, PA  
89 JUL -5 PM 3:14

30.50

BK 1603 P5320

Line No. 1 & 2  
R/W No. 67  
APE No. 0541  
Draft No. 34436  
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 C-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

BK 1645 PG 416

Return To  
Mr. J. C. Malvern  
Rights-of-Way & Land Dept.  
Texas Eastern Transmission Corp.  
P.O. Box 2921  
Houston, Texas 77252



ALL THAT CERTAIN messuage 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 Welden

GRANTORS:

Kenneth Ray Comstock

Kenneth Ray Comstock

Kathryn M. Comstock

Kathryn M. Comstock

Kenneth Ray Comstock, Jr.

Kenneth Ray Comstock, Jr.

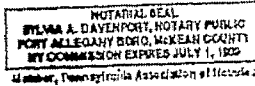
Janice G. Comstock

Janice G. Comstock

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CHESTER :

On this 2nd 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, 1989.

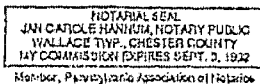
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CHESTER :

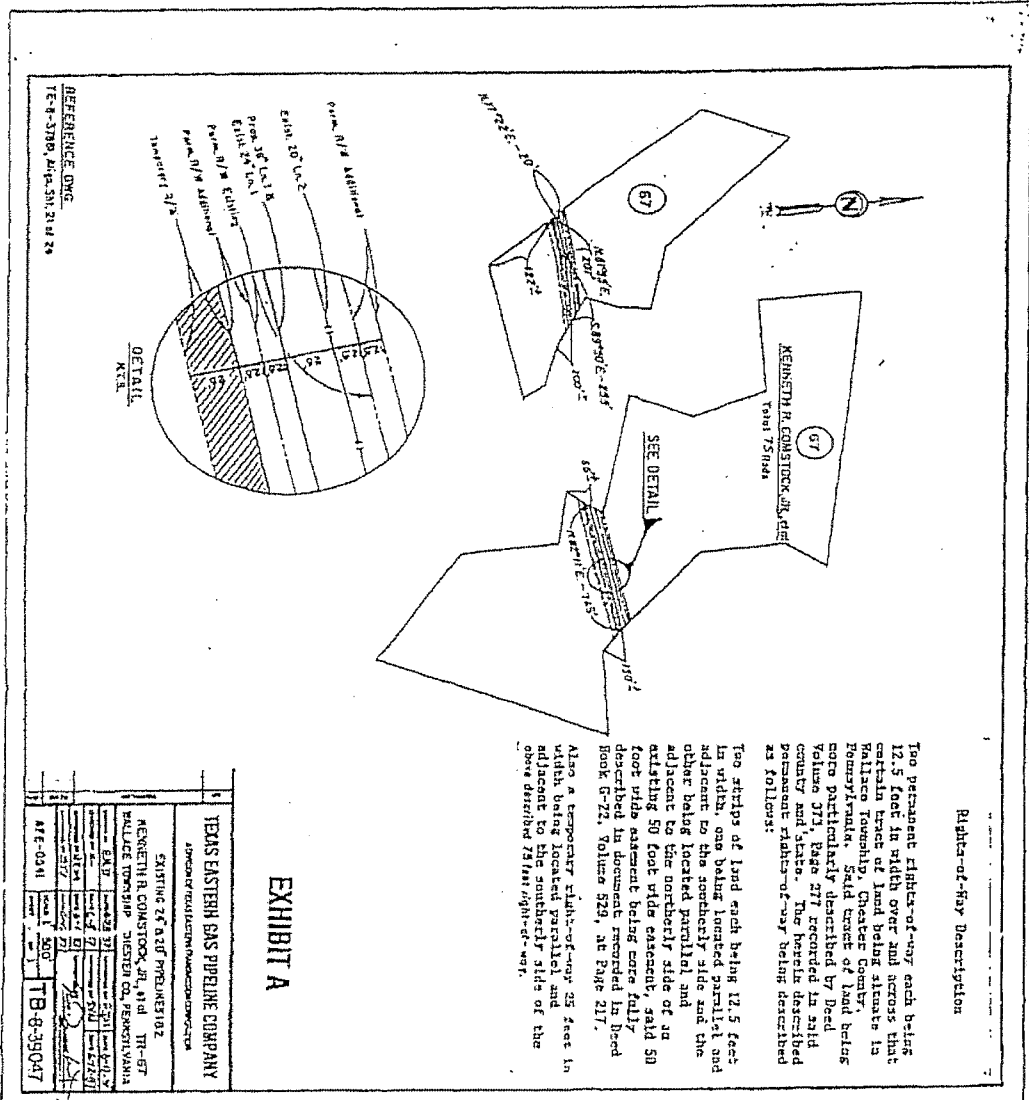
On this 6th day of June, A.D. 1989,  
before me, the subscriber, a Notary Public, personally appeared  
Kenneth Ray Comstock and Kathryn M. Comstock, his wife, known  
(or satisfactorily proven) to me to be the persons whose names  
are subscribed above and severally acknowledged that they executed 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

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





Two permanent rights-of-way each being 12.5 feet in width over and across the certain tract of land being situated in Wallace Township, Chester County, Pennsylvania. Said tract of land being more particularly described by Deed Volume 373, Page 271 recorded in 20th county and state. The heretofore 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 westerly 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-21, Volume 323, at Page 217.

Also a temporary right-of-way 33 feet in width being located parallel and adjacent to the southerly side of the above described 78 feet right-of-way.

**EXHIBIT A**

TEXAS EASTERN GAS PIPELINE COMPANY	
A DIVISION OF TEXAS EASTERN PIPELINE COMPANY	
SPLITTING 26" GAS PIPELINE 3102	
KENNETH R. CONSTOCK, JR., 4102, TR-67	
MILLER TOWNSHIP, CHESTER CO., PENNSYLVANIA	
DATE	NOV 21 1967
BY	[Signature]
SCALE	AS SHOWN
REF-0241	18-9-35047

EX-1545 PPL 20

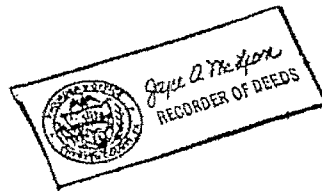
EXHIBIT "B"  
Attached to and made a part of  
that certain Easement by and between  
Kenneth R. Comstock, Jr., Janice G. Comstock, Kenneth Ray  
Comstock and Kathryn M. Comstock (Grantors) and Texas Eastern  
Transmission Corporation (Grantee), dated June 6, 1989

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.

MUNICIPAL TRANSFER TAX  
PAID IN AMOUNT OF \$ 131.25

*Joseph A. McLean*  
COLL. T.M.I.



111240

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

BK 1645 PG 422

18/8

W-21237

The undersigned, owner(s) of premises situate on the east and west sides of Lexington Manor Road in the Township of Wallace, County of Chester, Commonwealth of Pennsylvania, as more particularly described in a Deeds dated March 11, 1986, December 20, 1988, and March 1, 1989 and recorded in the Office for the Recording of Deeds in the aforesaid County in Deed Book 234 Page 262 &c., Deed Book 1391 Page 32 &c., and Deed Book 1471 Page 244 &c., respectively:

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, install, renew, replace, remove, 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, cut down and remove, 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; which approval shall not be unreasonably withheld;
- (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.

BR 2048 PG 579

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

EXECUTED THIS 4th DAY OF June A.D. 1990.

WITNESS:

Christine K. Short  
Christine K. Short  
Christine K. Short  
Christine K. Short

Kenneth R. Comstock, Sr. (SEAL)  
Kenneth R. Comstock, Sr.  
Kathryn M. Comstock (SEAL)  
Kathryn M. Comstock  
Kenneth R. Comstock, Jr. (SEAL)  
Kenneth R. Comstock, Jr.  
Janice G. Comstock (SEAL)  
Janice G. Comstock

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Center

On this, the 4th day of June A.D., 1990, before me, a Notary Public, personally appeared Kenneth R. Comstock, Sr., Kathryn M. Comstock, Kenneth R. Comstock, Jr., and Janice G. Comstock, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Jan Carole Hommes  
NOTARY PUBLIC

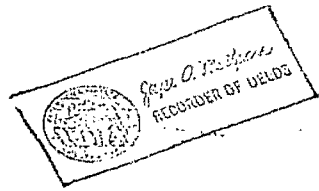
NOTARIAL SEAL  
JAN CAROLE HANNON, NOTARY PUBLIC  
SINCE DECEMBER 27, 1982  
MY COMMISSION EXPIRES APRIL 3, 1992  
Member, Pennsylvania Association of Notaries



1

171637

RECORDER OF DEEDS  
CHESTER COUNTY, PA  
90 JUN 25 PM 1:11



H171637	
HISC	13.50
TAX	0.50

*Wallace*  
14.00

BK 2048 PG 581

7

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 of OWNER.

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

ST. 26571M  
7A 207, 688  
431, 656  
17 540 01 300

1-297-11  
7A 10 1213

7A 216.570

CS-3936  
CS-3507

JUN 17 11 55 AM '70

REC'D DEEDS & CONVEYANCES

F.A.P.P. 9  
205-700-5

2 15 46 - 11

PA 4348

2 12 11 21-616-21

DN 146001

65-2274  
RET-6037, 6702-8890  
600-800

2357-G  
4763-G

(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 14<sup>th</sup>  
day of MAY, 1974.

COUNTY OF CHESTER

BY Thodore S. A. Rubino (SEAL)

Monroe L. Hite (SEAL)

Leo D. McDermott (SEAL)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER

: ss.

On this 14th day of May, A. D., 1974,  
before me, the subscriber, personally appeared Thodore S. A. Rubino,  
Monroe L. Hite 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

James K. Citel  
NOTARY PUBLIC  
CHESTER, PENNSYLVANIA  
My Commission Expires May 30, 1975

James K. Citel  
RECORDER OF DEEDS

Rec. in Chester Co. Pa. in  
Mex. ex. 240, 2000, 335

240 337

CONTRACT AND COVENANT (UNDER "ACT 515")

THIS CONTRACT AND COVENANT, made this 27<sup>th</sup> day of

*August*

1976, between

Joseph E. Heim III  
and

Patricia J. Heim  
and COUNTY OF CHESTER,

Re: Tax Map Parcel # 31-4-73.1; 31-4-73.4

Deed Book 556, page 398  
2652 122

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 conveyed 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 presents, the receipt of which is hereby acknowledged, has and does grant, bargain, sell, alien, enclose, 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.L. 1292 (1965), January 13, 1966 (16 P.S. 11941, et seq), (ACT 515), as amended and as amended in the future, effective January 1, 1991.

3. OWNER and COUNTY hereby incorporate herein by reference and make a part hereof as if set forth verbatim all of the

33990416

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 135.

Approved by County Of Chester

BY [Signature]  
County Solicitor

[Signature] (SEAL)  
(Owner)

[Signature] (SEAL)  
(Owner)

(SEAL)  
(Owner)

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

On this, the 5<sup>th</sup> day of August, 1992, before me, the undersigned notary, personally appeared Joseph E. Heim III and Patricia J. Heim

known to me (or satisfactorily proven) to be the person(s) whose name(s) is / are subscribed to the within contract and covenant, and acknowledged that the same was executed for the purposes therein contained and that the same might be recorded as such.

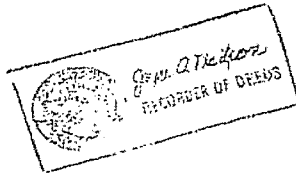
In witness whereof, I hereunto set my hand and official seal.

[Signature] (SEAL)

NOTARIAL SEAL  
BARBARA N. BRID, Notary Public  
West Chester, Chester County  
My Commission Expires February 13, 1993

RECORDER OF DEEDS  
92 DEC 14 PM 12:14

063953



1300 2

063953

1  
21  
10

**WALLACE TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 94-7**

RESOLUTION NO. 94-7 DESIGNATING 74.48 ACRES OF LAND SITUATE IN WALLACE TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, TO BE INCLUDED IN THE WALLACE TOWNSHIP AGRICULTURAL SECURITY DISTRICT, ESTABLISHED BY RESOLUTION NO. 89-7 ON AUGUST 16, 1989, PURSUANT TO THE TERMS AND PROVISIONS OF ACT 43 OF 1981, AS AMENDED.

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

WHEREAS, on March 21 and 31, 1994, the Wallace Township Board of Supervisors received two proposals for modification of the Agricultural Security District; and

WHEREAS, on April 20, 1994, pursuant to Section 4 of the Act, the Wallace Township Board of Supervisors reappointed the Agricultural Area Advisory Committee to review the proposals and to advise the Township Board of Supervisors regarding the proposals; and

WHEREAS, the proposals were submitted to the Wallace Township Planning Commission and the Agricultural Area Advisory Committee for their review as required by said Act; and

WHEREAS, the Wallace Township Board of Supervisors received recommendations regarding the proposals from the Planning Commission and the Agricultural Area Advisory Committee; and

WHEREAS, on or about May 18, 1994, Notice of a Public Hearing to be held on June 1, 1994, at 7:30 PM at the Wallace Township Municipal Building, Fairview and Indiantown Roads, Glen Moore, Pennsylvania, to consider the original Proposal, written Amendments thereto, and Proposed Recommendations for the creation of the Agricultural Area was sent to the aforementioned two landowners who proposed modifications to the original District, thus increasing the total acreage of the District from 662.046 acres to 736.526 acres, more or less; and



WHEREAS, on May 23, 1994, 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; and

NOW, THEREFORE, BE IT RESOLVED, that the proposal to amend the Agricultural Security District with certain tracts of land comprising 74.48 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 1<sup>st</sup> day of June, 1994.

WALLACE TOWNSHIP  
BOARD OF SUPERVISORS:

Alice C. Halsema  
Alice C. Halsema, Chairman

Absent  
Jane M. Shields, Vice Chairman

ATTEST:

Albert M. Greenfield, Jr.  
Albert M. Greenfield, Jr., Supervisor

Jan C. Bednarchik  
Jan C. Bednarchik, Secretary

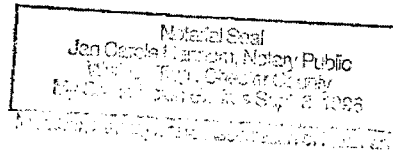
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this, the 1st day of June, 1994, before me a notary public, the undersigned officer, personally appeared Alice C. Halsema and Albert M. Greenfield, Jr., 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.

Jen Carole Hannum  
Notary Public



**RESOLUTION NO. 94-7**

**EXHIBIT "A"**

**MODIFICATION TO**  
**WALLACE TOWNSHIP AGRICULTURAL SECURITY DISTRICT NO. 1**

- |    |   |                          |
|----|---|--------------------------|
| 1. | William B. Moore and James O. Moore<br>Tax Parcel No. 31-2-25 (part of)                           | 12.48 acres              |
| 2. | Joseph E. Heim, III, and Patricia J. Heim<br>Tax Parcel No. 31-4-73.1<br>Tax Parcel No. 31-4-73.4 | 19.4 acres<br>42.6 acres |

**TOTAL: 74.48 acres**

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 3-21-94  
 HEARING DATE 6-1-94  
 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: \_\_\_\_\_

1. Names and addresses of landowners proposing the area. Use additional paper with just columns 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
William B. Moore <i>William B. Moore</i>	431 Indian Creek Road Harleysville PA 19438	Part of 31-2-25	12.48
James O. Moore <i>James O. Moore</i>	(Same as above)	"	"
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

DATE RECEIVED 3-31-94  
HEARING DATE 6-1-94

ACTION TAKEN:  
 APPROVED W/O MODIFICATION  
 MODIFIED, THEN APPROVED  
 REJECTED

This form is to be completed by the applicant(s) who propose(s) to form an agricultural area under the Agricultural Area Security Law (Act 43 of 1981). Three copies of this form, including required map (see below) are 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. If the number can't be found, substitute the deed reference numbers for the property.

A county tax map, a U.S. Geological Survey topographic map, or other map base as specified by the local government unit showing the boundary of the proposed agricultural area and the boundaries of the properties owned by the undersigned applicants within the proposed agricultural area shall be attached to each copy of this form. Properties owned by each of the applicants shall be identified on each map.

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

2. Total acreage in proposed area . . . . . 3. Total acreage owned by landowners proposing the area

4. 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 area once it is approved.

Landowner's Name and Signature	Address	Tax Parcel Number	Total Acreage Owned in Area
Joseph E. Heim III & Patricia J. Heim <i>Joseph E. Heim III Patricia J. Heim</i>	599 Devereux Rd., Glenmoore PA	31-4-73.1	19.4
Joseph E. Heim III & Patricia J. Heim <i>Joseph E. Heim III Patricia J. Heim</i>	599 Devereux Rd., Glenmoore PA	31-4-73.4	42.6

BN 377598 1982



*Joseph A. McKeon*  
RECORDER OF DEEDS



*Joseph A. McKeon*  
RECORDER OF DEEDS

DATE: 06/28/1994 TIME: 10:12A INST NO.: 50057

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 042994 TYPE DOC : MISC  
REC FEE : 20.00  
LDC RTT : 0.00  
ST RTT : 0.00  
WRIT TAX : 0.50

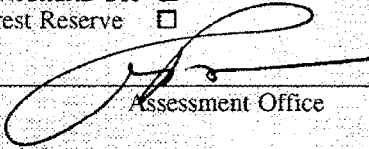
RETURN TO

*Wallace Twp  
Po Box 96  
Glen Moore 19343*

BK 3775 PG 1963



County of Chester, Pennsylvania

<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		9/17/97 Date
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):	• 31 - 4 - 73.4	ACREAGE:	42.6
		ACREAGE:	
PROPERTY LOCATION:	100 DEVEREUX RD GLENMOORE PA		
	Wallace Property Address		
OWNER'S NAME(S):	Heim, III Last		Joseph First
	Heim Last		Patricia First
			E Initial
			J Initial
(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)			
MAILING ADDRESS:	100 DEVEREUX RD		
	Number	Street	
	GLENMOORE PA		19343
TELEPHONE NUMBER:	610/889-9911		610/942-4829
	Daytime Number	Home Number	State ZIP

BK 4261 PG 2158

**Answer all questions!**

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

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.

Joseph E. Heim III 7/15/97  
Signature Date

Patricia J. Heim 7/15/97  
Signature Date

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

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

**ACKNOWLEDGEMENT**

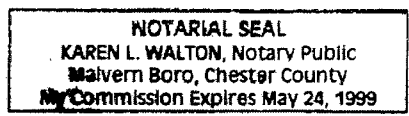
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : SS.

On this, the 15<sup>th</sup> day of July, 1997, before me, a Notary Public, the herein signed, did personally appear Joseph E. Heim III, 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)



INSTRUMENT  
Copy not legible for  
microfilming  
ASSESSMENT - FORM #173.2 REV. 1997  
BK 4261 PG 2159



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

OWNER: Joseph E. Heim, III and Patricia J. Heim

RE: Tax Map Parcel No.: 31-4-73.4

RECORDER OF DEEDS REFERENCE: 3399, Page 4/6

LAND COVENANT DOCKET NO.: 30-1993

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 5, 1992, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

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

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

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

APPROVED BY THE COUNTY OF CHESTER

BY: [Signature]  
County Solicitor

[Signature]  
Owner  
[Signature]  
Owner

**ACKNOWLEDGEMENT**

On this 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

NOTARIAL SEAL  
KAREN L. WALTON, Notary Public  
Malvern Boro, Chester County  
My Commission Expires May 24, 1998

INSTRUMENT  
Copy not legible for  
microfilming

BK4261PG2160



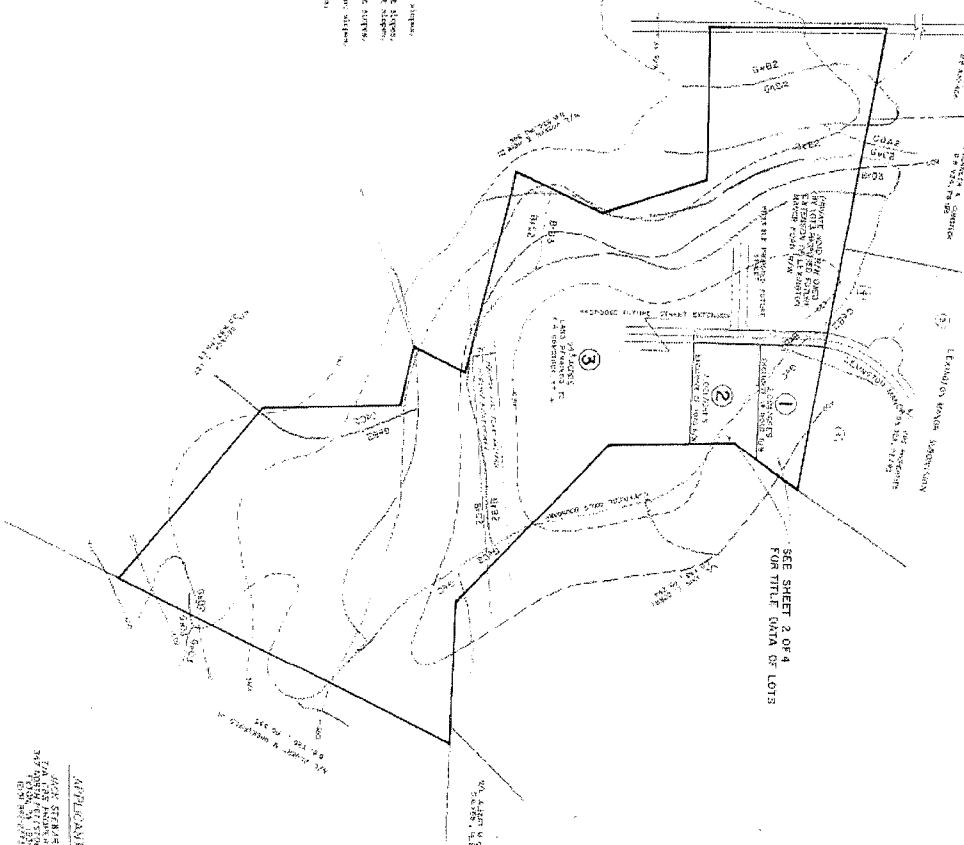
DATE: 11/20/1997 TIME: 12:46P INST NO.: 69329 <sup>69329</sup>

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 032779 TYPE DOC : MISC  
REC FEE : 13.00  
LOC RTT : 0.00  
ST RTT : 0.00  
WRIT TAX : 0.50

FAIRVIEW ROAD  
L.R. 15148 S.R. 4031

DEVEREUX ROAD T-410



- 2020 - Resubdivision into 2 lots of 10 acres each.
- 1922 - Resubdivision into 4 lots of 15 acres each.
- 1912 - Resubdivision into 15 lots of 5 acres each.
- 1902 - Resubdivision into 15 lots of 5 acres each.
- 1902 - Resubdivision into 15 lots of 5 acres each.
- 1902 - Resubdivision into 15 lots of 5 acres each.
- 1902 - Resubdivision into 15 lots of 5 acres each.
- 1902 - Resubdivision into 15 lots of 5 acres each.
- 1902 - Resubdivision into 15 lots of 5 acres each.
- 1902 - Resubdivision into 15 lots of 5 acres each.

EDITS

THE 74th DISTRICT DISTRICT

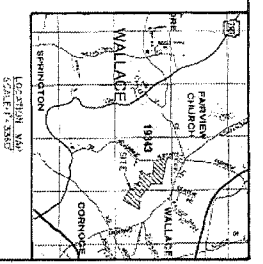
Minimum Lot Area	2 Acres
Minimum Lot Width	20'
Minimum Lot Depth	25'
Minimum Side Yard	15'
Minimum Front Yard	15'
Maximum Building Coverage	20 Percent

RECEIVED  
MAY 20 PM 11:44

CONVEYANCE OF INTERESTS  
IN THE SEVERAL LOTS OF THE  
FAIRVIEW ROAD SUBDIVISION  
L.R. 15148 S.R. 4031

TO BE HAD BY THE SEVERAL LOTS OF THE  
FAIRVIEW ROAD SUBDIVISION  
L.R. 15148 S.R. 4031

BY THE SEVERAL LOTS OF THE  
FAIRVIEW ROAD SUBDIVISION  
L.R. 15148 S.R. 4031



- GENERAL NOTES
1. SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  2. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  3. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  4. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  5. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  6. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  7. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  8. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  9. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.
  10. THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031 SHALL BE THE PROPERTY OF THE SEVERAL LOTS OF THE FAIRVIEW ROAD SUBDIVISION L.R. 15148 S.R. 4031.

**APPROVED**

APPROVED BY THE BOARD OF SUPERVISORS  
ON THE 15th DAY OF MAY 1974

APPROVED BY THE BOARD OF SUPERVISORS  
ON THE 15th DAY OF MAY 1974

APPROVED BY THE BOARD OF SUPERVISORS  
ON THE 15th DAY OF MAY 1974

APPROVED BY THE BOARD OF SUPERVISORS  
ON THE 15th DAY OF MAY 1974

APPLICANT  
JOHN J. BROWN  
1234 FAIRVIEW ROAD  
DEVEREUX, CALIF. 92521

ENGINEER  
WILLIAM H. BROWN  
1234 FAIRVIEW ROAD  
DEVEREUX, CALIF. 92521

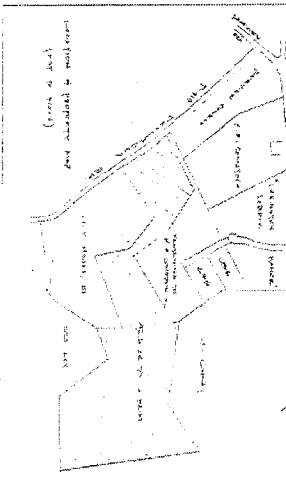
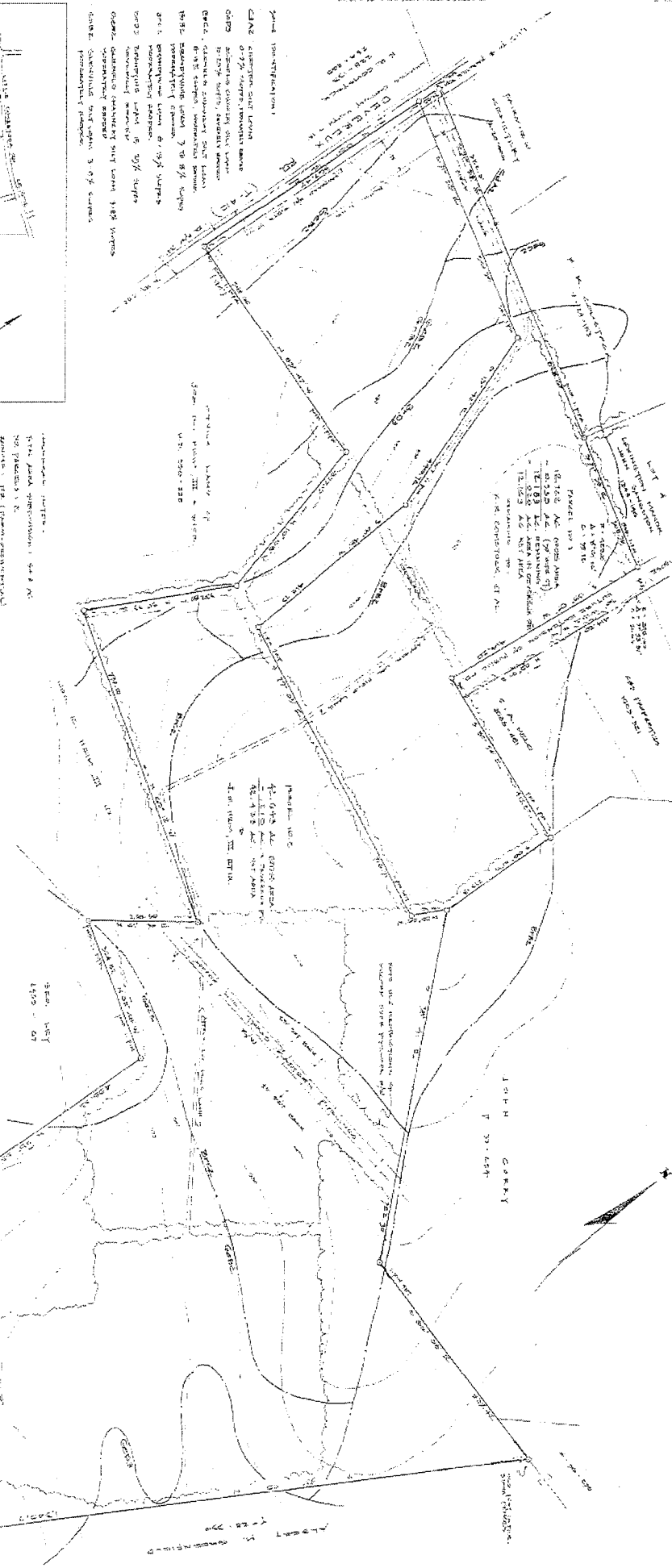
**OVERALL PROPERTY PLAN**

<p>PLAN OF SUBDIVISION FOR CRS PROPERTIES WALLACE PARKWAY, DISTRICT COUNTY OF ORANGE PROFESSIONAL LAND SURVEYORS 400 WEST GARDEN AVENUE, SUITE 200, ANAHEIM, CALIF. 92805</p>	
<p>DATE: 5/15/74</p>	<p>SCALE: AS SHOWN</p>
<p>BY: JOHN J. BROWN</p>	<p>DATE: 5/15/74</p>
<p>BY: WILLIAM H. BROWN</p>	<p>DATE: 5/15/74</p>

H 113 99

SECTION 33  
9100337  
9100337

H 113 99 A



Section 4 (part of map)  
(part of map)

SECTION 33  
SECTION 33

**FINAL PLAN**

**MINOR SUBDIVISION OR ADDITION OF AGRICULTURAL LANDS**

R. P. COMSTOCK, ET AL., GRANTOR

**JOSEPH E. HEIM, JR., & WIFE**

GRANTEE

APPROVED

**APPROVED**

RECORDED IN DEPT. OF REVENUE  
BOOK 11980  
PAGE 11980

DATE: 11/21/1980

RECORDED IN DEPT. OF REVENUE  
BOOK 11980  
PAGE 11980

DATE: 11/21/1980