

16TLT 00026 PA

ALTA PLAIN LANGUAGE TITLE COMMITMENT

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AGREEMENT TO ISSUE POLICY

SCHEDULE A

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AGREEMENT TO ISSUE POLICY

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

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

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions.

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

CONDITIONS

1. DEFINITIONS

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

2. LATER DEFECTS

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

3. EXISTING DEFECTS

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

4. LIMITATION OF OUR LIABILITY

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

Comply with the Requirements shown in Schedule B - Section I

Or

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

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

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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

INFORMATION

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

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

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

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

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

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

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

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

Commitment No.: 16TLT00026PA

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

(b) Loan Policy	Amount
Proposed Insured:	\$0.00

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

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

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

SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest
President
Trident Land Transfer Company

COMMONWEALTH

Commitment No.: 16TLT00026PA

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 \$157,830.00 Tax ID / Parcel No. 31-4-58
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: \$6,000,000.00 Open End Mortgage, Security Agreement and Fixture Filing Mortgageor: Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership Mortgagee: The Bancorp Bank Dated: 5-31-2012 and Recorded 6-8-2012 in Record Book 8443 Page 1218. Assignment of Leases and Rents in Record Book 8443 page 1243. Mortgage Modification Agreement in Record Book 8481 page 1721. Assignment Modification Agreement in Record Book 8481 page 1733.
 - b. Note: The above mortgage appears to be an OPEN END MORTGAGE securing future advances. If this mortgage is to be paid in full/satisfied and removed from the policy to be issued on this matter, the equity loan account is to be closed or frozen before the payoff is issued. For further information on this requirement please review and comply with Company Underwriting Bulletin - No. 2011-RC-01.
21. JUDGMENTS:
 - a. Plaintiff: Bancorp Bank The 1818 Market Street 28th Floor Philadelphia, Pa 19103 Defendant: Valhalla Brandywine Partners, L.P. 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. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
26. Certificate forming Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, a Limited Partnership, to be filed in the Department of State.

SCHEDULE B - SECTION I

(Continued)

27. Partnership Agreement of Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership to be produced, examined and possible additional requirements to be added.
28. 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.
29. 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.
30. Name of mortgagor to be furnished and additional searches made.
31. Last Insured: Brendan Abstract Company Inc; No. #12-0161VALHALLA; Dated: 5-31-2012; Amount: \$4,745,000.00.

COMMONWEALTH

Commitment No.: 16TLT00026PA

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) and Park Lane, Fairview Road.
7. Stream of water flows through premises hereon, subject to rights of other riparian owners abutting stream.
8. Restrictions set out in deed from William Henderson et ux to Davis Page dated 3-30-1866 and recorded 8-18-1866 in Deed Book C 7 page 181.
9. Deed of Water Right between John Patterson and James Steele, et al. dated 6-13-1885 and recorded 6-13-1885 in Misc. Deed Book 20 page 610.
10. Rights granted to Defense Plant Corp. in Misc. Deed Book 81 page 55.
11. Rights granted to Philadelphia Electric Company in Misc. Deed Books 125 page 578, 138 page 305, and 189 page 441.
12. 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 Misc. Deed Book 253 page 21.
13. Deed of Easement to The Board of Commissioners of Chester County dated 5-29-1987 and recorded 6-16-1987 in Record Book 781 page 468.
14. Rights granted to Texas Eastern Transmission Corporation in Record Book 1645 page 416.
15. Rights granted to Philadelphia Electric Company in Record Book 2218 page 22.

SCHEDULE B - SECTION II
(Continued)

16. Rights granted to Bell Telephone Company Record Book 2694 page 319.
17. Rights granted to Philadelphia Electric Company in Record Book 3565 page 873.
18. Resolution No. 01-16 Agricultural Security District recorded 2-1-2002 in Record Book 5188 page 188.
19. Declaration made by Joseph E. Heim III and Patricia J. Heim, his wife dated 8-30-2002 and recorded 9-23-2002 in Record Book 5394 page 1497.
20. Notes and conditions shown on recorded plans 13162, 15649, and 15755.

COMMONWEALTH

Commitment No.: 16TLT00026PA

SCHEDULE C PROPERTY DESCRIPTION

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

ALL THAT CERTAIN tract or parcel of land, with a stucco-sided, single-family dwelling erected thereon, SITUATE on the Westerly 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, dated March 3, 2000 as follows, to wit:

BEGINNING at the Northeasterly corner thereof, a point on the title line in the bed of Devereux Road. (T-410), which point is the Southeasterly corner of Parcel #1 on the above-mentioned plan and located a distance of 1,603 feet, more or less, as measured Southwardly in said Devereux Road, from the intersection of the same with the center of Fairview Road (LR 15148); thence extending from the point of beginning, South 05 degrees 47 minutes West, along in Devereux Road, for a distance of 269.8 feet to a point, a corner of other land of the Grantees herein, Joseph E. Heim, III and wife; thence leaving the public road, by other land of said Grantees, the following three (3) courses and distances, to wit: (1) North 70 degrees 30 minutes West, 109.16 feet to an iron pin; (2) South 79 degrees 17 minutes West, 333.92 feet to an iron pin; and (3) North 41 degrees 47 minutes West, 770.63 feet to an iron pin on line of land of the Devereux Foundation; thence by Devereux's land, North 31 degrees 31 minutes East, for a distance of 251.27 feet to a point, a corner of the heretofore mentioned Parcel #1; thence extending by Parcel # 1, South 50 degrees 54 minutes East, for a distance of 622.0 feet to an iron pin; thence continuing by the same, South 74 degrees 01 minute East, for a distance of 372.05 feet to the first-mentioned point and place of beginning.

CONTAINING: 7.63 acres of land be the same more or less.
BEING Parcel #2 on the above-mentioned plan.

UPI# 31-4-58

Being inter alia part of the same premises which Joseph E. Heim and Patricia J. Heim, husband and wife by Deed dated 5-31-2012 and recorded 6-8-2012 in Chester County in Record Book 8443 Page 1213 conveyed unto Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, in fee.

Abovesaid David Schramm and Elizabeth his wife and in due form of law acknowledged the above Indenture to be their act and deed and desired the same might be recorded as such. And the said Elizabeth being of full age and separate and apart from her said husband lay upon the same privately & examined and the facts contents of the above Deed being by the first made known unto her did thereupon declare and say that she did not voluntarily and of her own free will and accord sign seal and as her act and deed doth herein the above written Indenture, Deed or conveyance, without any coercion or compulsion of her said husband. Witness my hand and seal this day and year before us.

Witness My Seal & Seal of the Court
5 p

Recorded August 18, 1866.

Deed
 William Henderson wife
 to
 David Page

This Indenture made the thirtieth day of March in the year of our Lord one thousand eight hundred and sixty six between William Henderson of Dallas Township Dallas County and State of Texas Plaintiff and Mary Ann his wife of the one part and David Page of the Township, County and State aforesaid of the other part. Witnesseth that the said William Henderson and Mary Ann his wife for and in consideration of the sum of Nine thousand and fifty four dollars and thirty seven cents lawful money of the United States of America and truly paid by the said David Page at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened conveyed confirmed and by these presents doth grant bargain sell alien convey confirm unto the said David Page and to his heirs and assigns all that certain Messuage and Part of Land Situate in the Township of Canton aforesaid bounded and described as follows to wit Beginning at a Stake in the Springtown Forge tract thence by some South seventy seven degrees and an half West Eighteen perches and one tenth to a Stake a corner of David Reynolds land thence by some North seven degrees and one quarter West twenty five perches and one tenth to a white Oak tree and North thirty degrees East twelve perches and four tenths to a Stake a corner of land about to be conveyed to John Patterson thence by some South eighty one degrees and one quarter East forty perches and two tenths to a Stake by some North seventy seven degrees East twelve perches to a Stake by some North one degree and one half East twenty seven perches and four tenths to a Stake by some South fifty nine degrees and one half East thirty perches to a Stone wall parallel to the line of some South seventy eight degrees East forty three perches and two tenths to a Stake in a line of some South seventy eight degrees East forty three perches and two tenths to a Stone wall near a Gum one quarter East thirty five perches and nine tenths to a Stone wall near a Gum and nine tenths to a Stake a corner of land of John Camp thence by some South thirty three degrees and one half East twenty eight perches and three tenths to a Pine Oak tree thence by some South twenty eight degrees and one half West forty perches and one eighth North eight perches and two tenths to the middle of the road of the East Branch of the Springtown Forge Road thence up the same about thirty eight perches to the west side of a public Road that crosses said said Road thence along the east side of said public Road by land of Baldwin Hughes North six degrees West two perches and five tenths to a Stake thence by some South seventy seven degrees and one half East twenty two perches and eight tenths to a rock a corner of land of Baldwin Cleburne thence by some South seventy six degrees West sixty one perches and nine tenths to a Stone wall near a line of the aforesaid Springtown Forge tract thence by some North five degrees West one hundred and nine perches to the place of beginning containing one hundred and nine acres and one hundred and twenty perches of land better known as last.

It being a part of the same tract and premises which Thomas H. Woodhouse for himself and also as attorney for Samuel W. Woodhouse by his Indenture bearing date the and day of April A. D. 1855 for the consideration therein mentioned did grant and confirm unto the said William Henderson (party hereto) and to his heirs and

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assigns forever, as in and by the said indentures fully hereunto
 Executed and recorded in the Recorder's office of Chester County, in the County of
 N. J. 24th 121. page 292 delation thereunto her do many more fully appear
 together with all and singular the House Barrow Remissions Emphaticall
 conveyances which concern the rights liberties Privileges Hereditaments and Appurtenances
 appurtenances which concern the lands belonging or in anywise appertaining to the said
 Page in and after the said indentures and the Revisions and Remissions made in the said
 indentures and the said right title interest property claims and demands which concern
 of them the said William Henderson and his wife in law together with the said
 or otherwise howsoever of or to the said lands tenements tenements and
 hold the said above described and described and premises hereby granted
 hereby granted of tenements more or less Hereditaments and Appurtenances hereby granted
 or mentioned such interests so to be with the appurtenances unto the said David
 Page his heirs and assigns to and for the only proper use and behoof of the said David
 Page his heirs and assigns forever except however the said David Page
 and his heirs and assigns shall see any need of the said lands or shall see fit to do it and the said
 William Henderson for himself his heirs Executors and Administrators with by
 their heirs and assigns grant and convey the said lands tenements and premises and
 assigns that to the said William Henderson and his heirs and assigns the
 Hereditaments and Appurtenances hereunto described and granted or in anywise
 appurtenances so to be with the appurtenances unto the said David Page his
 heirs and assigns against them the said William Henderson and his heirs and
 assigns their heirs and assigns against all and every other person or persons whomsoever
 lawfully claiming or to claim the same in any part thereof shall and will
 warrant and defend with good and lawful defence in witness whereof the said parties their
 friends have hereunto interchangedly set their hands and seals the third day of
 June first above written
 William Henderson
 Mary Henderson

Subscribed Delivered in the presence of us
 the undersigned Justices of the Peace for the County of Chester
 in and for the County of Chester N. J. 24th 121. page 292
 John Sevier Justice of the Peace

Received the day of the date of the above indentures of the above named David Page
 the sum of Nine Thousand and fifty four Dollars and thirty seven cents, as by the
 Consideration money money money mentioned in full. William Henderson
 Chester County, N. J.

The Thirtieth day of March Anno Domini 1806. before me the
 Subscriber a Justice of the Peace in and for said County personally came the above
 named William Henderson and Mary Ann his wife and in due form of law
 acknowledged the above indentures to be their act and deed and desired the same
 might be recorded as such. The said Mary Ann being of full age separate and
 apart from her said husband by me examined declared that she did voluntarily
 and of her own free will and accord send and as her act and deed deliver the said
 indentures without any coercion or compulsion of her said husband the contents
 thereof having first been by me fully made known unto her. My fees very low
 and well the day next year above said -
 Lucius Hoquet J. P.

Recorded August 18. 1806.

Deed
 Henry Deboiler & wife
 to
 David Christman

This Indenture made the seventh day of August A. D.
 one thousand eight hundred and thirty six between Henry
 Deboiler of the County of Montgomery and the County of Chester and
 State of Pennsylvania and Christiana his wife of the one
 part and David Christman of the same place of the
 other part. Witnesseth that the said Henry Deboiler and
 Christiana his wife for and in consideration of the sum
 of One hundred and ninety nine Dollars and thirty six
 cents in hand paid by the said David Christman at and before the making and
 delivery hereof the receipt and true receipt thereof they fully acknowledge and they do
 and forever discharge the said David Christman his heirs Executors and Administrators

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 and by their
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 the said Da
 Deboiler and a
 by the same
 Christiana
 David Christ
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 East fifty
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 Christiana
 John Phillips
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our Lord or
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 Christiana
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 afore said

Deed of Water Right
John Patterson
to
James Steele et al

This Indenture made the Thirtieth day of June
in the year of our Lord one thousand eight hundred
and eighty-five Between John Patterson of the City
of Philadelphia and State of Pennsylvania of the one
part and James Steele, Henry Steele and Daniel Steele
of the Township of Wallace in the County of Chester and
State aforesaid of the other part.

Whereas the said John Patterson and James Steele
Joseph Steele, Henry Steele and Daniel Steele at the time of the sealing and delivery
of these presents are respectively seized in fee of and in contiguous plantations or tracts
of land with the appurtenances in the Township of Wallace aforesaid; And Whereas
a spring of water has its source at a point about sixty seven rods south of the building
erected upon the lands of the said John Patterson; and from thence the stream of
which flows in a southerly direction through said Pattersons lands a distance of
about ten rods until it reaches the lands of the said James Steele, Joseph Steele
Henry Steele and Daniel Steele, And Whereas it is desired by the said James
Steele, Joseph Steele, Henry Steele and Daniel Steele for the consideration hereinafter
mentioned to use and enjoy the advantages of said waters, in the manner and for
the purposes hereinafter enumerated **AND WHEREAS** a dam has been built and
on the lands of the said Patterson at a point near the source of said spring and a
pipe of four inch bore has been laid from said dam, through said lands about ten
rods to the line of the said James Steele, Joseph Steele, Henry Steele and Daniel Steele
of so much thereof as will pass through a pipe of four inch bore to be used by the said
Steeles in turning and propelling a water wheel as now used by them, in forcing water
to the buildings erected upon their lands of a diameter not exceeding ten feet **AND**

This Indenture witnesses that the said John Patterson for and in consideration of the sum of Five hundred
and dollars to him in hand paid by the said James Steele, Joseph Steele, Henry Steele
and Daniel Steele, the receipt of which is hereby acknowledged, hath granted
bargained, released and confirmed, and by these presents doth grant, bargain,
sell, release and confirm unto the said James Steele, Joseph Steele, Henry Steele and
Daniel Steele, their heirs and assigns, the water of said spring or so much thereof
as will flow through a pipe of four inch bore, and no more, to be conveyed from said
spring by means of pipes as above set forth, together with free ingress, egress and re-
gress to and for the said James Steele, Joseph Steele, Henry Steele and Daniel Steele
their heirs and assigns, and their servants and workmen, with horses and carts at all
convenient times and seasons, through the land of the said John Patterson, his heirs
and assigns, along the line of the said pipe as now laid for the conveying, replacing, clean-
ing and repairing the same and in maintaining said dam breast as need may require
they doing as little damage to the lands of the said John Patterson, as the nature of the case
will admit of. To have and to hold all and singular the premises and privileges hereby
granted or mentioned and intended so to be unto the said James Steele, Joseph Steele,
Henry Steele, and Daniel Steele, their heirs and assigns forever, In Witness Whereof
I have hereunto set my hand and seal the day and year aforesaid
Done, Sealed, and delivered in the presence of
C. W. Ballou Wm L Wells

State of Pennsylvania ss On the Thirtieth day of June A.D. 1885 before me the undersigned a Justice of the
County of Chester Peace in and for said County personally appeared the within named John Patterson
and in due form of law acknowledged the foregoing Indenture to be his act and deed and desires that the same might
be recorded as such. Witness my hand and seal the day and year aforesaid Wm Whitehead J.P.

erected
June 12, 1885
Recorded

Misc Deed Book 20 page 610

created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program), its successors and assigns, the right to lay, operate, renew, alter, inspect and maintain a pipeline for the transportation of oil, gas, petroleum products or any other material or substance which can be transported through a pipeline or any one or more of said substances, Grantee selecting the route, upon, over, under and through the following described land situated in the County of Chester, Commonwealth of Pennsylvania: "All that certain messuage and Tract of land, containing 82 Acres and 55 perches more or less, with an Exception therefrom of 1 Acre, Situate in the Township of Bwehlan, County of Chester, State of Pennsylvania, as more fully set forth in Deed recorded in Chester County in Deed Book T-20, Vol. 491, page 48." and also the right, upon the payment of a like consideration, to lay, operate, renew, alter, inspect and maintain a second pipeline for like transportation, adjacent to and parallel with the first pipeline; and Grantee at any and all reasonable times shall have the right of ingress and egress to and from such pipelines, and may remove the same, in whole or in part, at will. To have and to hold the said easements unto said Defense Plant Corporation, its successors and assigns, so long as such structures or any thereof are maintained. By the acceptance hereof, Grantee agrees to bury such pipelines so that they will not interfere with the cultivation or drainage of the land, and also to pay any and all damages to stock, crops, fences, timber and land which may be suffered from the construction, operation, renewal, alteration, inspection or maintenance of such pipelines. The Grantor or Grantors herein understand and acknowledge that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Grantee. In witness whereof, this instrument is signed and sealed on this 4th day of Jan. 1943.

174751

Witnesses: I hereby certify that the consideration
 P. C. Gullett hereon is less than One Hundred dollars. Maurice E. Warner (SEAL)
 Wm. T. Marvel E. V. Hulst Hilda J. Warner (SEAL)

Commonwealth of Pennsylvania, County of Chester, as:
 On this 6th day of January, A. D. 1943, before me, the subscriber, a Notary Public, personally appeared Maurice E. Warner and Hilda J. Warner, husband and 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 purposes therein contained and desired 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.

Wm. T. Marvel, Notary Public : NOTARIAL
 My Commission expires on the : SEAL
 7th day of March, 1943

Recorded January 21, 1943 Compared by: WILLIAM HAYMAKER Transcribed by: CAUSCH

RIGHT OF WAY GRANT : 914775 42 Phoenixville West
 THE DEVEREUX FOUNDATION : R/W. No. , Sec. 22, Draft No. 3914
 TO : Commonwealth of Pennsylvania, County of Chester,
 DEFENSE PLANT CORP. : Know All Men by these Presents: That The Devereux Foundation-by-Helena
 Devoreux Pentress, Director and William B. Loeb, Secretary, of the Postoffice of Devon, in the Commonwealth of Pennsylvania, for and in consideration of Seventy-one 00/100 Dollars cash in hand paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Defense Plant Corporation (a corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program), its successors and assigns, the right to lay, operate, renew, alter, inspect and maintain a pipeline for the transportation of oil, gas, petroleum products or any other material or substance which can be transported through a pipeline, or any one or more of said substances, Grantee selecting the route, upon, over, under and through the following described land situated in the County of Chester, Commonwealth of Pennsylvania: "Tract of land, containing 213.210 Acres more or less with Exceptions and Reservations situate in Wallace Township, Chester County, Pennsylvania, as more fully set forth in Deed dated 1st day of October, 1940 and recorded in Chester County in Deed Book O-20, Vol. 486 page 212," and also the right, upon the payment of a like consideration, to lay, operate, renew, alter, inspect and maintain a second pipeline for like transportation, adjacent to and parallel with the first pipeline; and Grantee at any and all reasonable times shall have the right of ingress and egress to and from such pipelines, and may remove the same, in whole or in part, at will. To have and to hold the said easements unto said Defense Plant Corporation, its successors and assigns, so long as such structures or any thereof are maintained. By the acceptance hereof, Grantee agrees to bury such pipelines so that they will not interfere with the cultivation or drainage of the land, and also to pay any and all damages to stock, crops, fences, timber and land which may be suffered from the construction, operation, renewal, alteration, inspection or maintenance of such pipelines. The Grantor or Grantors herein understand and acknowledge that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Grantee. In witness whereof, this instrument is signed and sealed on this 30th day of December 1942.

174751

Miss Deed Book 81 page 55

Witnesses to each signature hereon:
Walter D. McColly
Wm. T. Marvel

I hereby certify that the consideration herein is less than One hundred dollars.
E. V. Hulst

The Devereux Foundation
Helena Devereux Pentress, Director
William B. Loeb, Secretary

CORPORATE
SEAL

On the 11th day of January, Anno Domini 1943, before me, the Subscriber, a Notary Public, personally appeared William B. Loeb, Secretary, of the said The Devereux Foundation, who being duly sworn according to law, says that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto, that the seal so affixed thereto is the common or corporate seal of the said Corporation and that the same was so affixed; that the said Indenture was duly sealed and delivered by Helena Devereux Pentress, Directors of the said Corporation, The Devereux Foundation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this deponent as Secretary, and of Helena Devereux Pentress, as Directors, of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

William B. Loeb, Secretary

Sworn and subscribed before me, the day and year aforesaid. Witness my hand and official seal.

Wm. T. Marvel, Notary Public

My Commission expires March 7, 1943

NOTARIAL
SEAL

Recorded January 21, 1943

Compared by: HALLMAN SLAYMAKER

Transcribed by: Gausch

#914775 LP
#11 Phoenixville South
R/n draft #7250
Waiver of Priority of Mortgage
R/n. No. , Sec. ,
Commonwealth of Pennsylvania, County of Chester,
Know All Men by these Presents: That the undersigned Norristown-Penn Trust Company the owner and holder of a certain mortgage or mortgages, now of record dated and recorded as follows: Oct. 19th, 1938 Donald V. Boos and Kathleen L., his wife, to Norristown-Penn Trust Company 95500. Recorded in Chester County in Mige. Ek. V-12, Vol. 295, page 21, covering the following described land situated in the County of Chester, Commonwealth of Pennsylvania: "Tract of Land, Containing 55 Acres more or less, Situate in the Township of Uwchlan, County of Chester, State of Pennsylvania, as more fully set forth in Deed recorded in Chester County in Deed Book Z-18, Vol. 472, page 12," for and in consideration of One Dollar cash in hand paid to said undersigned, receipt of which is hereby acknowledged, does hereby waive in favor of Defense Plant Corporation, a corporation controlled by the United States of America and created pursuant to Section 5(d) of the Reconstruction Finance Corporation Act, as amended, and its successors and assigns, the priority of said mortgage, or mortgages, in favor of certain pipeline right of way grant or grants, heretofore or on this day made to Defense Plant Corporation, granting to said Defense Plant Corporation the right to build and maintain a pipeline or pipelines across said land and other rights; and the undersigned agrees that said grant or grants shall be prior to the said mortgage, or mortgages, held and owned by the undersigned, the same as if the said grant or grants were prior to the said mortgage, or mortgages, in date and in time of filing for recordation; otherwise said mortgage, or mortgages, shall be and remain unaffected by this instrument. In witness whereof, this instrument is signed and sealed on this 12 day of January, 1943.

Witnesses:
Jack Sarahio
Anne C. Flood

Norristown-Penn Trust Co., Mortgages
N. D. Wright, President
B. B. Barrett, Secretary

CORPORATE
SEAL

On the Twelfth day of January, Anno Domini 1943, before me, the Subscriber, a Notary Public personally appeared B. Brooke Barrett, Secretary of the said Norristown-Penn Trust Company, who being duly affirmed according to law, says that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto, that the seal so affixed thereto is the common or corporate seal of the said Corporation and that the same was so affixed; that the said Indenture was duly sealed and delivered by N. D. Wright, President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this deponent as Secretary and of N. D. Wright, as President, of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

B. Brooke Barrett, —

Affirmed and subscribed before me the day and year aforesaid. Witness my hand and Seal. I am not a stockholder, director or officer of said Company.

Ethel M. Wilson, Notary Public

My Commission expires March 9, 1943

NOTARIAL
SEAL

Recorded January 22, 1943

Compared by: HALLMAN SLAYMAKER

Transcribed by: GAUSCH

WV-7917

188-28229 MAY 20 12-19

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 west side of Fairview-Springton Road, said anchor guy to be at a point approximately 750 feet north of Creek Road and is to extend southwestwardly for a distance of 8 feet,

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

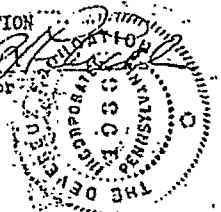
EXECUTED this 3rd day of September A.D. 1959.

ATTEST: William B. Lick
Secretary

THE DEVEREUX FOUNDATION
BY: Edward A. Kersch
Director



"I hereby certify that the true, full and correct value of this transaction is \$ 1.00
E. R. Pender Ass't"



SEP 26 12 12 PM '59

17917

REGISTERED BY WAY GRANT

30567

FROM

DEVEREUX SCHOOLS, INC.

TO

Philadelphia Electric Company

Premises:

Wallace Twp.
Chester Co., Pa.

mlt

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

On this, the 4th day of Sept., 1959, before me, a Notary Public the undersigned officer, personally appeared Edward P. Lissol who acknowledged himself to be the Director President of The Devereux Foundation, a corporation, and that he as such Director President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by Director as Director President.

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

Rec. in Ches. Co., Pa. in
Misc. Deed Bk 125 Page 578

James M. [Signature]
NOTARY PUBLIC
My Commission Expires [Date]

Title of Officer
My Commission Expires:

BOOK 125 PAGE 579

188-28097 MAY 11 1961

JUN 17 11 33 AM '61

WV 11-11015

RECORDER OF DEEDS

In consideration of the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned grant(s) unto PHILADELPHIA ELECTRIC COMPANY its successors and assigns, the right to erect, construct, install, use, inspect, maintain, repair, renew and remove an anchor guy with guy wires and appurtenances in and upon the premises of the undersigned, Situate on the Southeast side of FAIRVIEW ROAD, said anchor guy to be located at a point approximately 220 feet southwest of the northeast boundary line of premises of the undersigned and to extend 10 feet southeast from pole line at this location.

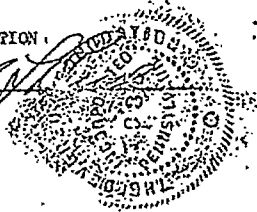
in the Township of WALLACE, County of CHESTER and Commonwealth of Pennsylvania; together with the right of ingress and egress for the purposes aforesaid.

EXECUTED this 17th day of April A.D. 1961

THE DEWEESUX FOUNDATION

Attest: William B. Loh
Secretary

by Edward H. [Signature]
Director



"I hereby certify that the 1961 full and complete value of this transaction is \$1.00
Allegheny

BOOK 138 PAGE 305

Premiums: Wallace Township, Chester County, Pa.	Philadelphia Electric Company	TO FROM THE DEVEREUX FOUNDATION	42955 W 11065 RIGHT OF WAY GRANT
---	-------------------------------	---	--

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF Chester

On this, the 17th day of April, 1961, before me, Edw. L. Pritch the undersigned officer, personally appeared Edward L. Pritch who acknowledged himself to be the Director of THE DEVEREUX FOUNDATION, a corporation, and that he as such Director, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Rec. in Ches. Co. Pa. in Misc. Deed Book
 138 Page 305

Edw. L. Pritch
 COATESVILLE, CHESTER COUNTY
 MY COMMISSION EXPIRES JANUARY 1, 1962
 Title of Officer
 My Commission Expires

BOOK 138 PAGE 306

17th April 1961

W13974

THIS INDENTURE, made this 23rd day of July, A.D. 1970, between THE DEVEREUX FOUNDATION formerly the DEVEREUX SCHOOLS, INC., (hereinafter called the Grantor) of the one part and PHILADELPHIA ELECTRIC COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee) of the other part;

WHEREAS, the Grantor is the owner of the premises situate on the northwest side of Devereux Road (T-410) in the Township of WALLACE, County of CHESTER, Commonwealth of PENNSYLVANIA, more particularly described in Deed dated December 18, 1934, recorded in the aforesaid County in Deed Book No. D-19, page 196 &c., and in a Deed dated September 28, 1937, recorded in Deed Book No. Q-19, page 215 &c.;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the payment of the sum of One Dollar (\$1.00), and for other good and valuable considerations the receipt whereof is hereby acknowledged; the said Grantor does hereby give and grant to the said Grantee, its successors and assigns, the perpetual right, liberty and privilege to erect, operate and maintain a pole line including poles, wires, anchor guys and appurtenances generally along the following described route, BEGINNING at a point on the said northwest side of Devereux Road said point being located approximately 2500 feet northeast of Creek Road (Rt. 262) and extending thence from said point of beginning in a northwestwardly direction for a distance of approximately 875 feet, to a point on other ground now or late of the undersigned, together with the right to install such side anchors and guys as may be necessary to stabilize said pole line, also the right to serve others from the aforesaid pole line who now or in the future may request service; also the perpetual right of ingress and egress to and from the pole line, as well as the right to trim and keep trimmed in a workmanlike manner all trees and branches of trees to the extent deemed necessary by Grantee to provide sufficient clearance for the protection of the pole line.

IN WITNESS WHEREOF, the said Grantor has duly executed this Indenture, on the day and date first above written.

THE DEVEREUX FOUNDATION formerly the DEVEREUX SCHOOLS, INC.

ATTEST: *Russell J. Hillman*
Asst. Secretary

BY: *Marshall F. Brown*
Chief Executive Officer



AUG 11 9 37 AM '70
RECORDER OF DEEDS &
CHESTER CO., PA.

BOOK 189 PAGE 441
R. J. Hillman



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF *Chester*

On this, the *23rd* day of *July*, 19*70*, before me,
A Notary Public, the undersigned officer, personally appeared *Ortschall H. Jarvis*, who acknowledged himself to be the Chief ~~President~~ of Executive Officer of The Doreux Foundation, a corporation, and that he as such Chief Executive Officer ~~President~~, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as ~~President~~ Chief Executive Officer.

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



Mary A. Ormrod
Notary Public
My Commission Expires;

Notary Public, Berwyn Chester County
My Commission Expires January 7, 1971

*Rec'd Chester Co
in care of
189 R 442*

BDOX 189 R 442

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.

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:

TA 207, 688
431, 655
548, 613
ST. 26571M

1-197-117
TA 11 1213

TA 216, 570

CS-3436
CS-3507
JUL 17 11 59 AM '70

F.A.P.P. 9
205-700-C
245-96-19

201-21-616-11
PAP 348

DW 146, 81

abco 1394
2274
205-700-C
1009-P1A

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 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 14th 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

John H. Citel
JOHN H. CITEL
NOTARY PUBLIC
COMMISSION EXPIRES 1980

John H. Citel
RECORDER OF DEEDS

Rec. in Chester Co. Pa. in
Book No. 240 Page 337

240 337

CONTRACT AND COVENANT (UNDER "ACT 515")

THIS CONTRACT AND COVENANT, made this 10th day of
September, 1974, between *Doyreux Foundation*

- a n d -

COUNTY OF CHESTER

Re: Tax Map Parcel # 31-4-60

Deed Book D 19 , page 196
Q 19 215

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 sale and delivery of these presents, the receipt of which is hereby acknowledged, has and does grant, bargain, sell, alien, enfeoff, release, convey, and confirm unto COUNTY, as Grantee, an interest in the land in the nature of a covenant running with the land. Said land is the entire parcel or portion of Tax Map Parcel No. described in deed book and page mentioned above, and is set forth or described in Application heretofore filed by OWNER.

2. This Agreement and the covenant herein granted by OWNER unto COUNTY shall constitute a covenant within the meaning of Act 515, P.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, 1975.

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

Nov 8 9 04 PM '74

RECORDER OF DEEDS
CHESTER CO., PA.

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

Approved by County of Chester

By William J. Johnson
County Solicitor

Marshall H. Jarvis (SEAL)
Owner / President

Russell T. Hillman (SEAL)
Owner / Sec. Treas

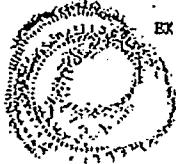
Owner (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: :
: : 86.
: :
COUNTY OF CHESTER :

Personally appeared before me, a Notary Public
Deveroux Foundation by Marshall H. Jarvis, Jr. & Russell T. Hillman

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 September 10, 1974



Henry A. Morece (SEAL)
Notary Public

Notary Public, Chester County, Pa.
My Commission Expires January 7, 1976.

Jean K. Cital
RECORDER OF DEEDS

Rec. in Chester Co. Pa. in
Misc. 253 Page 21

COUNTY CHESTER
 MUNICIPALITY WALLACE TOWNSHIP
 TOWNSHIP ROUTE NUMBER T-496
 BRIDGE NUMBER 140
 FEDERAL PROJECT NUMBER _____
 CLAIM NUMBER _____
 CLAIMANT THE DEVEREUX FOUNDATION

map filed

NO MONETARY
 CONSIDERATION

DEED OF EASEMENT

FOR REQUIRED RIGHT-OF-WAY AREA, REQUIRED SLOPE AREA,
 AND TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE, MADE
 by and between _____
THE DEVEREUX FOUNDATION

owner(s) or property affected by the construction or improvement of the above-mentioned County Bridge, his/her/their heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Board of Commissioners of Chester County, hereinafter called the COUNTY,

W I T N E S S E T H :

A. DEED OF EASEMENT FOR REQUIRED RIGHT-OF-WAY AREA, AND
 REQUIRED SLOPE AREA

In consideration of the benefits to the property of the GRANTOR, the GRANTOR does hereby grant and convey to the County the Easements for Right-of-Way, Slope, and Channel required for bridge/highway purposes, unlimited in vertical dimension, as shown on the pertinent portions of the plat plan which is attached hereto and made a part hereof, said Easement to be taken from the premises conveyed or devised to the GRANTOR by

First National Bank of Honeybrook

dated	recorded in	book	page
September 28, 1937	Chester County	Q-19	215

and Helen V. Barclay

dated	recorded in	book	page
December 18, 1934	Chester County	D-19	196

together with the improvements, hereditaments and appurtenances

1937 SEP 16 P 1:10

32914

EX 781 458

to the said Easement, except those which may have been agreed to be retained by the GRANTOR. Such Easement to be subject to the Covenants of GRANTOR and Covenants of County as indicated below.

B. TEMPORARY EASEMENT

Whereas, the GRANTOR owns a tract of land as situated and described in Section A of the Easement; and

Whereas, the COUNTY requires certain access to the referenced bridge during the period of construction,

Now, Therefore, in consideration of the mutual covenants hereinbefore and hereinafter contained, and in consideration of the benefits to the property of GRANTOR, and other good considerations, each intending to be legally bound hereby, do agree as follows:

The GRANTOR hereby gives and grants to the COUNTY the free and uninterrupted right, liberty, and privilege to construct, reconstruct, repair, and maintain the subject bridge together with upon, over and under a portion of land shown on the attached drawing and designated as Temporary Area for Construction. This access to terminate upon the completion of the reconstruction of said bridge and to be subject to the Covenants of GRANTOR and Covenants of COUNTY as indicated below.

C. COVENANTS OF GRANTOR

The GRANTOR does further remise, release, quitclaim and forever discharge the COUNTY or any agency or political subdivision thereof or its or their employees or representatives and the Commonwealth and its employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the State Highway Law, Act of 1945, P.L.1242, as amended (36 P.S. 670-101 et seq.) and, in particular, such sections relating to County bridges at 36 P.S. 670-771 et seq., or the Eminent Domain Code, Act of June 22, 1964, P.L. 84, as amended, 26 P.S. 1-101 et seq.), for or on account of any injury to or destruction of the aforesaid highway construction or improvements.

Further, the GRANTOR does acknowledge that he has been fully informed by the COUNTY of his right to the payment of just compensation for the taking of the herein described Easement and does hereby waive such right.

D. COVENANTS OF COUNTY

The COUNTY does hereby agree for and in consideration of the Covenants of GRANTOR to at all times during the aforesaid construction, improvement, repair or maintenance cause every reasonable means consistent with the improvement to be used to protect from injury or damage all aforesaid property including property not subject to Easement of the GRANTOR, including but not limited to lawns, trees, shrubbery, fences, buildings, walls, roads, watercourses, natural features, or any existing

BK 781 469

improvement, repair or maintenance, cause all aforesaid property to be restored to the condition in which the same were found before the aforesaid construction, improvement, repair or maintenance was undertaken to the extent reasonably possible under the circumstances as determined by the COUNTY and as consistent with the improvement and the rights and privileges granted to COUNTY hereunder.

In order to effectuate the provisions of the above, COUNTY further agrees to engage in discussion as necessary with GRANTOR.

IN WITNESS WHEREOF, the parties hereto have caused this DEED to be duly executed this ~~14th~~ ^{29th} day of ~~June~~ ^{May} 1987.

GRANTOR: *W. B. B.*

The Devereux Foundation *att*

COUNTY:

By:

Jane B. B.

Carl M. B.

Patricia M. B.

Commissioners

STATE OF: PENNSYLVANIA

COUNTY OF: CHESTER

On this 29th day of May 1981

before me, the undersigned officer, personally appeared

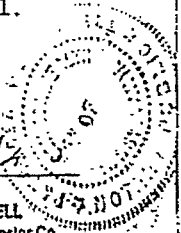
Ronald P. Burd, President

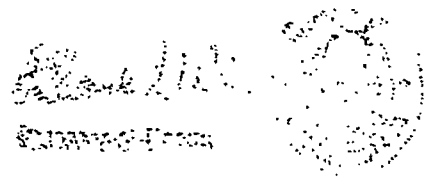
known to me (or satisfactorily proven) to be the person(s) whose name(s) was (were) subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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


Notary Public

PATRICIA P. FUSSELL
Notary Public, Devon, Chester Co.
My Commission Expires April 16, 1989





Return to: County Engineers Office
431-6220

EX 781 471



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	
Book Number	781
Page Number	468
Date Recorded	6-16-87

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

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

Name	Richard J. Craig, County Bridge Engineer	Telephone Number	
Street Address	235 West Market Street, West Chester	Area Code	(215) 431-6200
		State	PA
		Zip Code	19382

B TRANSFER DATA

Grantor(s)/Lessor(s)	The Devereux Foundation	Date of Acceptance of Document	5-2-9-87
Street Address	P.O. Box 400, 19 S. Waterloo Road	Grantee(s)/Lessee(s)	Board of Commissioners of Chester County
City	Duway, PA 19333	Street Address	High + Market Streets
		City	West Chester, PA 19380

C PROPERTY LOCATION

Street Address	Park Lane	City, Township, Borough	Wallace Township
County	Chester	School District	Downingtown
		Tax Parcel Number	31-4-60

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
	+	=
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
	x	=

E EXEMPTION DATA

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

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Decedent) _____
- Transfer to Industrial Development Agency.
- Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default, Mortgage Book Number _____, Page Number _____
- Corrective deed (Attach copy of the prior deed).
- Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- Other (Please explain exemption claimed, if other than listed above.) Reg. 91:19 Deed of Easement to Municipality

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

Signature of Correspondent or Responsible Party	Date
<u>Richard J. Craig</u>	6-16-87

(SEE REVERSE)

BK 781 472

Line No. 1 & 2
R/W No. 67
APE No. 0541
Draft No. 3443B
Roads 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
Right-of-Way & Land Dept.
Texas Eastern Transmission Corp.
P.O. Box 2821
Houston, Texas 77252

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

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

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

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

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

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

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

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

BK 1645 PG 417

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.

WITNESSES:

Les Walden

HP

GRANTORS:

Kenneth Ray Comstock

Kenneth Ray Comstock

Kathryn M. Comstock

Kathryn M. Comstock

Kenneth Ray Comstock, Jr.

Kenneth Ray Comstock, Jr.

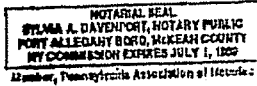
Janice G. Comstock

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.

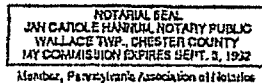
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CHESTER :

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.

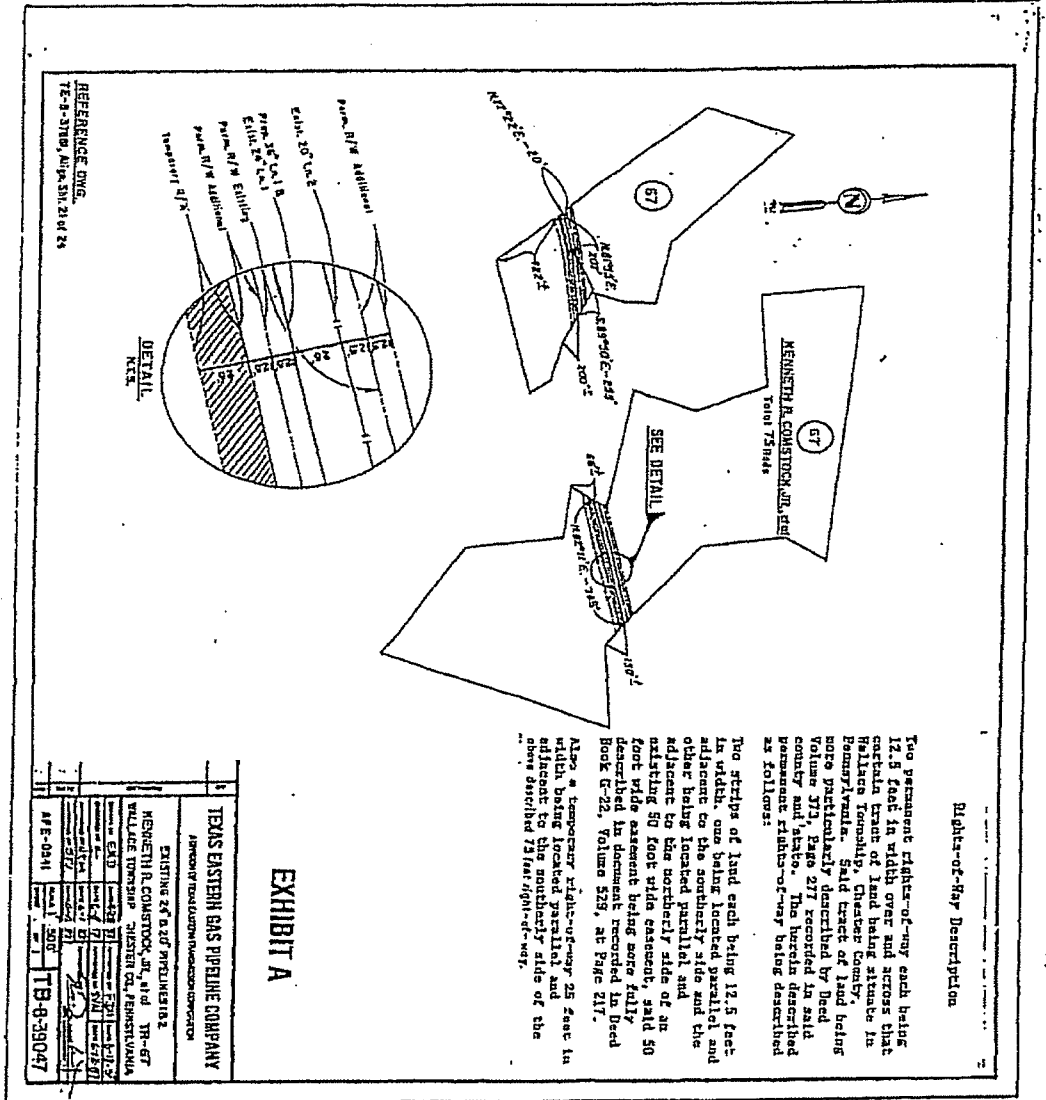
Jan Carole Hansen
Notary Public

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



BK 1645PG4 19

16450420



REFERENCE DWS:
72-3-3119, Maps 351, 21 of 24

DETAIL
RECT.

Rights-of-Way Description

Two permanent rights-of-way each being 12.5 feet in width over and across that certain tract of land being situated in Hall's Township, Chester County, Pennsylvania. Said tract of land being more particularly described by Deed Volume 313, Page 217 recorded in said county and state. The herein described permanent rights-of-way being described as follows:

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

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

EXHIBIT A

TEXAS EASTERN GAS PIPELINE COMPANY	
APPROVED FOR THE COMPANY BY:	
EXISTING 36\"/>	

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

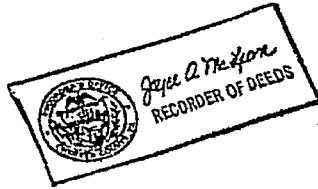
Grantee hereby agrees to be responsible, for a period not to exceed ten (10) years, for any costs associated with necessary changes or alterations, as determined by Grantee, to Grantee's pipeline(s) required to accommodate Grantor's proposed fifty foot (50') wide public road, the bottom of the subbase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

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

BK 1645 P0421

MUNICIPAL TRANSFER TAX
PAID IN AMOUNT OF \$ 131.25

Joseph A. McLean
COLL. T.M.L.



111240

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

BK 1645 PG 422

1800

W-21383

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, anchor guys, conduits, manholes, gas mains, gas service pipes, and appurtenances, as shall be necessary for the transmission and distribution of electricity and gas within 17 feet southeast of the centerline of a public highway known as Fairview Road, subject to such deviations as may be necessary due to construction conditions, 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 approximately 2,390 feet southwest of Little Conestoga Road and extending southwest for a distance of approximately 330 feet, bounded on the southwest and northeast by other lands now or late of the undersigned, 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 cut down, remove, trim and keep trimmed, in a workmanlike manner, all trees, roots 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 install outside the aforementioned 17 feet such anchors and guys as may be necessary to stabilize said poles.

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

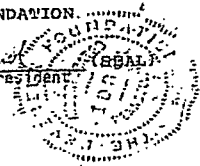
EXECUTED THIS 23rd DAY OF October A.D. 1990.

ATTEST;

Eleanor J. Christie
Eleanor J. Christie, Asst. Sec.

THE DEVEREUX FOUNDATION

BY: Ronald P. Burd
Ronald P. Burd, President



W221816022

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *Chester*) SS.

On this, the *23rd* day of *October*, 1990, before me, a Notary Public, the undersigned officer, personally appeared *Ronald P. Burd*, who acknowledged himself to be the *President* of THE DEVEREUX FOUNDATION, and that he as such *President*, being authorized to do so executed the foregoing instrument for the purposes therein.

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

NOTARIAL SEAL
ROBERTA M. LEWIS, NOTARY PUBLIC
EASTTOWN TOWNSHIP, CHESTER COUNTY
MY COMMISSION EXPIRES OCT. 31, 1992
Member, Pennsylvania Association of Notaries

Robert M. Lewis
Notary Public
My Commission Expires

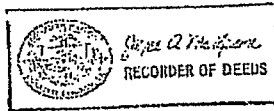


OK 2218F023



197507

RECORDER OF DEEDS
CHESTER COUNTY, PA
90 NOV 15 AM 11: 61



H197488		
H197506		
HIBC	20X 13.008	260.00
TAX		10.00
SUBTL		314.00
CHECK		314.00
ITEM 27		
11-15-90 THU 12	JANET	2431 11138TH

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Vertical text along the right margin, possibly a page number or reference code.

1550

SK 22 18 F8024



21024

488

RB91100301

AERIAL GRANT
Form 1867 (2-74)
FCU

Received of The Bell Telephone Company of Pennsylvania, the sum of _____ No _____ Dollar(s)
(\$ _____ No _____), in consideration of which the undersigned hereby grants unto the said company, its successors
and assigns, the right, privilege and authority to construct, reconstruct, operate and maintain poles, anchors,
brace poles, crossarms, cables and wires, on, over, along and across my/our land, said land being located
Along Devereux Road at P.E. pole #R9330

Walace Township

Chester County Tax Parcel 31-4-60

with the right of access over said land to construct and maintain said pole line by the most reasonable means;
with the right to trim and keep trimmed trees and shrubs so as to clear telephone facilities by at least three
(3) feet; and to permit others to use facilities constructed hereunder, with the further right to lease and/
or convey any part or all the rights hereunder to an electric light, power or other company for the purpose of the
transmission and distribution of electric energy; provided, however, that not more than one pole line shall be
erected and maintained pursuant to this grant.

Place anchor and guy on pole #R9330

DANIEL C. KLINE JR.
R/W REP.

Approved:

IN WITNESS WHEREOF, I/we _____ have hereunto set my/our hand(s) and seal(s) this
23rd day of October, A.D. 1991
at 19 South Waterloo Road Devon Pennsylvania 19333
(Post Office Address)

WITNESS OR ATTEST:

Gilbert P. ...

Please sign and print name
and title below

Harold ... (Seal)

Harold ... (Seal)

Director ... (Seal)

... (Seal)

3K2694F0319

12

(Individual(s) / Corporation(s))

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CHESTER }

On this _____ day of _____, A.D. 19____
before me, _____ a Notary Public for the Commonwealth
of Pennsylvania, personally appeared _____
known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the
within instrument and in due form of law acknowledged the said instrument for the purpose therein
contained to be _____ act and deed, and desired the same might be recorded as such.

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

NOTARY PUBLIC

(Corporation / Partnership)

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CHESTER }

On this 23rd day of October, A.D. 1991
before me, PATRICIA P. FUSSELL, Notary Public for the Commonwealth
of Pennsylvania, personally appeared Harold W. Schwartz
who acknowledged _____ to be the Director of Administrative Services of

the Deveraux Foundation _____
(NAME OF CORPORATION)

and that _____ as such Director of Admin. Services being authorized to do so.

executed the foregoing instrument for the purpose therein contained by signing the name of the
corporation by _____ Director of Administrative Services

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

Notarial Seal
Patricia P. Fussell, Notary Public
Eastown Twp., Chester County
My Commission Expires April 16, 1994
Member, Pennsylvania Association of Notaries

Patricia P. Fussell
NOTARY PUBLIC
FUSSELL
PATRICIA P.
NOTARY PUBLIC
CHESTER COUNTY
PENNSYLVANIA

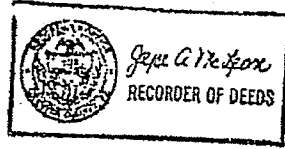
JK 2694; F6320

97

2

064304

RECORDER OF DEEDS
SHELBY COUNTY, TN
91 DEC -5 PM 3:13



OF W. J. W. 1997

Wallace
13.50
6417

OK 2694 PG 321



35-22087

The undersigned, owner(s) of premises situate on the west side of Devereux Road, in the Township of Wallace, County of Chester, Commonwealth of Pennsylvania, as more particularly described in a Deeds dated December 18, 1934 and September 29, 1937, and recorded in the Office of the Recorder of Deeds, in the aforesaid County, in Deed Books D19 & Q19, pages 196 & 215 &c, respectively, for and in consideration of the sum for ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, hereby grant (s) to the 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 as 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 workman like 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.

RETURN JO

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 grantor shall not be construed as limiting Company's rights and privileges hereunder;

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

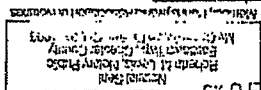
EXECUTED THIS 21st DAY OF FEBRUARY A. D. 1992

WITNESS:

Robert M. Lewis
Notary Public

DEVEREUX FOUNDATION

[Signature] (SEAL)



PK 3565 PG 0873

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CHESTER)SS.

On this, the 8th day of FEBRUARY, 1993, before me,
a Notary Public, personally appeared EDWARD T. COOK, known to me (or
satisfactorily proven) to be the person(s) whose name(s) 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.

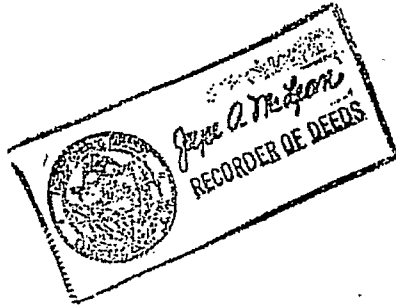
Roberta M. Lewis
NOTARY PUBLIC
My Commission Expires;

Notarial Seal
Roberta M. Lewis, Notary Public
Eastown Twp., Chester County
My Commission Expires Oct. 31, 1996
Member, Pennsylvania Association of Notaries

RECORDER OF DEEDS
CHESTER COUNTY, PA

93 JUN -3 PM 12: 20

040107



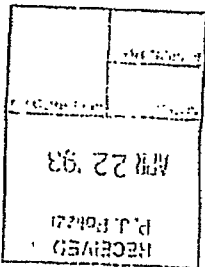
#40107

MISC

13.00

WRIT TAX

0.50



13.50
CE

EX 3565 PG 0875

UPI # 3i-4-60.i ✓

MSC
5/2/02

RETURN TO
WALLACE TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA



RESOLUTION NO. 01-16

RESOLUTION NO. 01-16 DESIGNATING 185 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, AND MODIFIED BY RESOLUTION NO. 94-7 ON JUNE 1, 1994, AND RESOLUTION NO. 94-9 ON AUGUST 3, 1994, PURSUANT TO THE TERMS AND PROVISIONS OF ACT 43 OF 1981, AS AMENDED.

WHEREAS, on August 1, 1989, the Wallace Township Board of Supervisors adopted Resolution No. 89-7 to create an Agricultural Security District with certain tracts of land comprising 662.046 acres, more or less, within Wallace Township; and

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

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

WHEREAS, on July 19, 2001, the Wallace Township Board of Supervisors received a proposal for modification of the Agricultural Security District; and

WHEREAS, the proposal was 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 proposal from the Planning Commission and the Agricultural Area Advisory Committee; and

WHEREAS, on or about September 5, 2001, Notice of a Public Hearing to be held on September 19, 2001, at 8:00 AM at the Wallace Township Municipal Building, Fairview and Indiantown Roads, Glenmoore, Pennsylvania, to consider the original proposal, written Amendments thereto, and Proposed Recommendations for the creation of the Agricultural Area was sent to the aforementioned landowners who proposed a modification to the original district, thus increasing the total acreage of the District from 798.48 acres to 983.48 acres, more or less; and



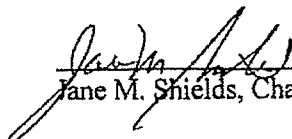
WHEREAS, on September 10, 2001, the aforementioned Notice of Public Hearing was printed in the Daily Local News and was posted in five conspicuous places within, adjacent to, or near the proposed area; and

NOW, THEREFORE, BE IT RESOLVED, that the proposal to amend the Agricultural Security District with a certain tract of land comprising of 185 acres (more or less) within Wallace Township is hereby adopted, and the said tract of land is hereby declared to be added to the Wallace Township Agricultural Security District No. 1; and

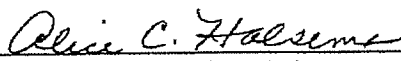
IT IS FURTHER RESOLVED, pursuant to the Act, that the officials of Wallace Township are hereby authorized and directed on behalf of the township and its residents to implement all terms and provisions of said Act as relate to this proposal, hereby adopted, including but not limited to the filing with 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 19th day of *September*, 2001.

**WALLACE TOWNSHIP
BOARD OF SUPERVISORS:**

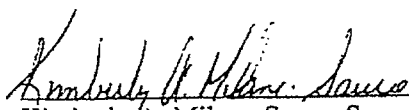

Jane M. Shields, Chairman

SEAL:


Alice C. Halsema, Vice Chairman


Louis T. Schneider, Supervisor

ATTEST:


Kimberly A. Milane-Sauro, Secretary



10044181
Page: 2 of 5
B-5188 P-108

PROPOSAL FOR THE CREATION OR MODIFICATION OF AN AGRICULTURAL SECURITY AREA

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

LOCAL GOVERNMENT UNIT USE ONLY	
DATE RECEIVED
HEARING DATE
ACTION TAKEN:	
<input type="radio"/> APPROVED W/O MODIFICATION	
<input type="radio"/> MODIFIED, THEN APPROVED	
<input type="radio"/> REJECTED	

1. Location of the proposed area: WALLACE TWP CHESTER
(Township, Borough or City) (County)
2. Total acreage in area: _____

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
JOSEPH E. HEIM <i>Joseph E Heim</i>	100 DEVEREUX RD GLENMOORE PA 19343	314-60.1	185
.....			
.....			
.....			
.....			
.....			
.....			

RESOLUTION NO. 01-16

EXHIBIT "A"

MODIFICATION TO
WALLACE TOWNSHIP AGRICULTURAL SECURITY DISTRICT NO. 1

1. Joseph E. Heim, III
Tax Parcel No. 31-4-60.1 185 acres

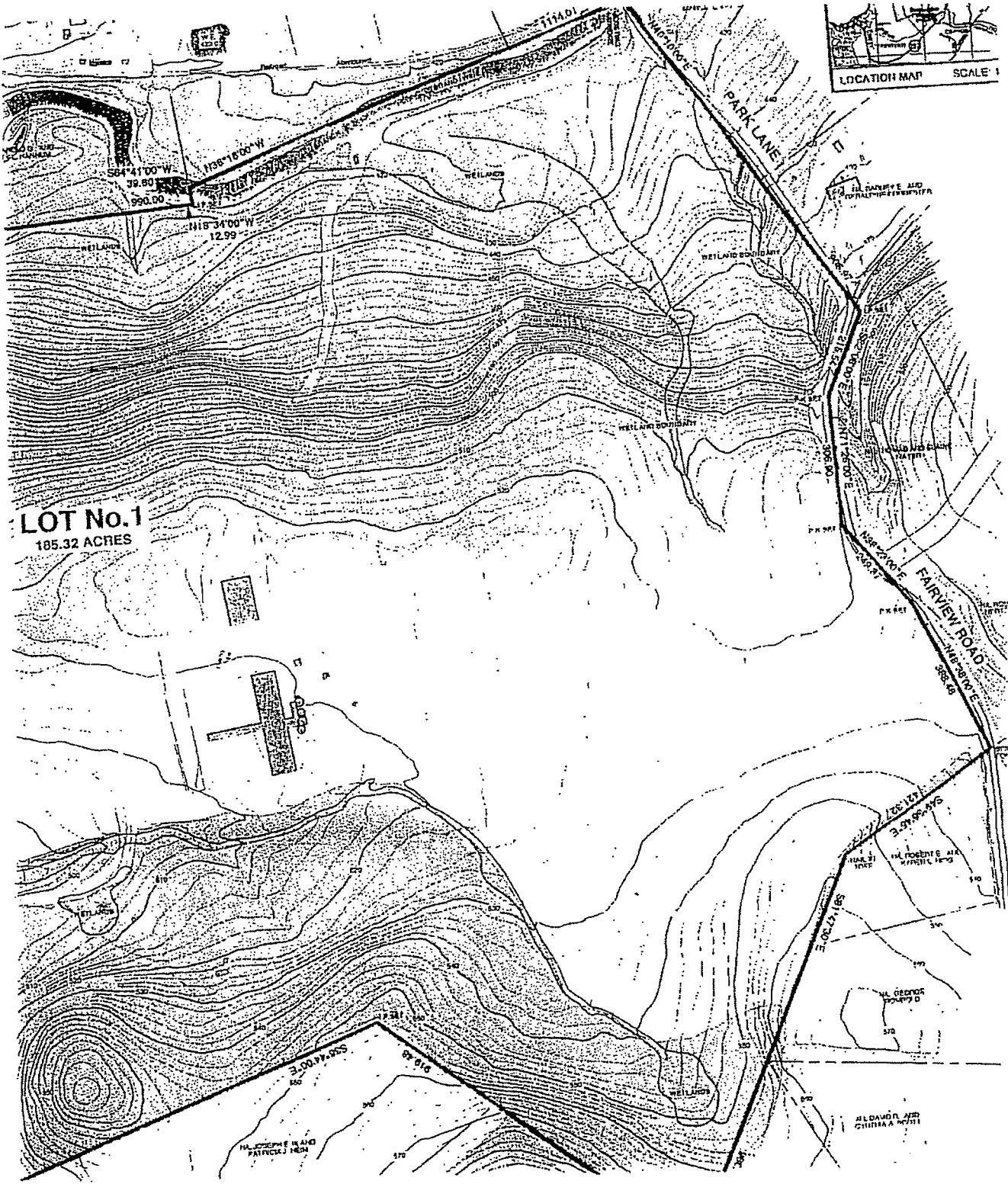
TOTAL: 185 acres



WALLACE TOWNSHIP

02/01/2002 10:25A

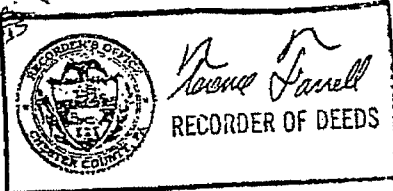
10244181
Page: 4 of 8
B-5188 P-188



LOT No. 1
185.32 ACRES



RETURN TO
MANITO



DECLARATION

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

BACKGROUND:

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

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

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

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

TERMS:

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

SM

This Document Recorded
09/23/2002
10:47AM
Doc Code: MSC Chester County, Recorder of Deeds Office

DocId: 10130125
Receipt #: 61987
Rec Fee: 33.50
Recorder of Deeds Office



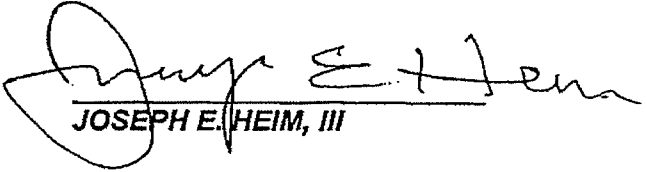
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Page 1 of 3
B-5394 P-1497

MANITO ABSTRACT COMPANY

09/23/2002 10:47A

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

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


JOSEPH E. HEIM, III


PATRICIA J. HEIM



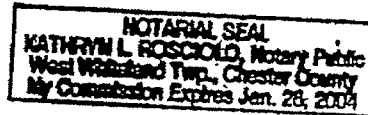
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Page 2 of 3
B-5394 P-1497

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

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

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

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



Kathryn L. Rosciolo
Notary Public



10130125
Page 3 of 3
B-5394 P-1497

09/23/002 10 47A



OWNER: Applicant
JAMES H. HEIM, III, et al
2001 S. WILSON ST.
CHICAGO, ILL. 60616
ORDER NO. 10/11/00

PREPARED BY THE SURVEYOR:
JAMES H. HEIM, III
ORDER NO. 10/11/00

APPROVED BY THE SURVEYOR:
JAMES H. HEIM, III
ORDER NO. 10/11/00

APPROVED BY THE SURVEYOR:
JAMES H. HEIM, III
ORDER NO. 10/11/00

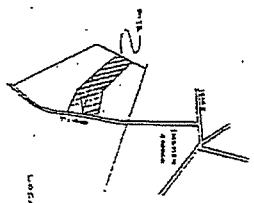
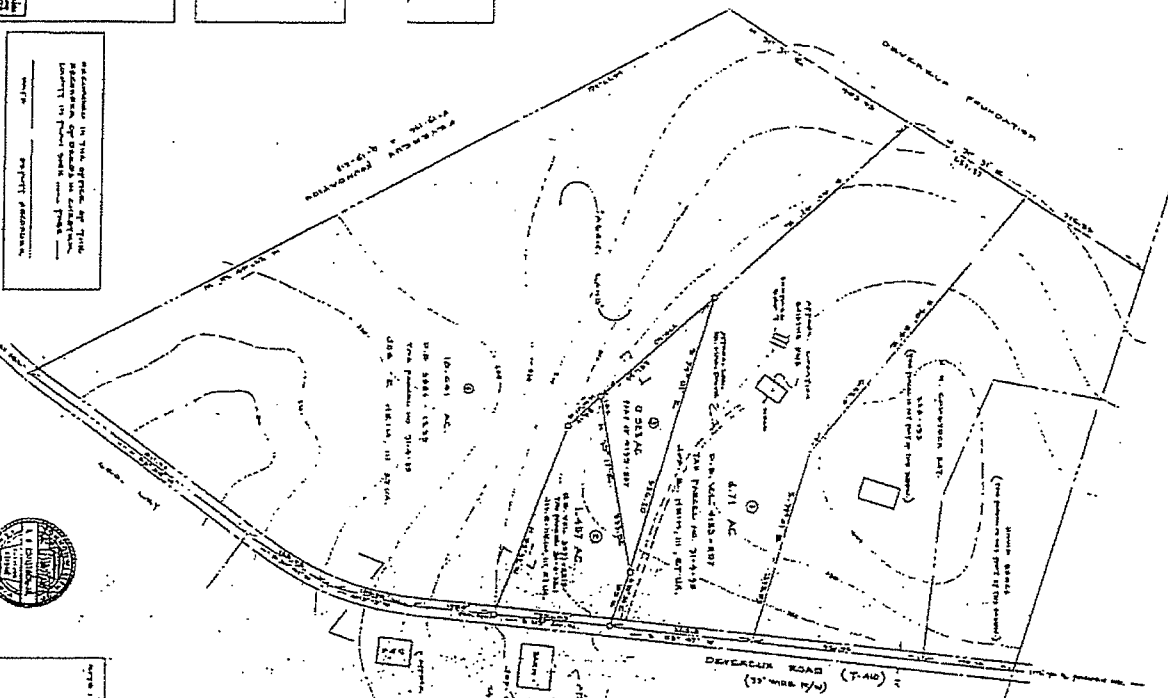
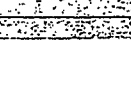
APPROVED BY THE SURVEYOR:
JAMES H. HEIM, III
ORDER NO. 10/11/00

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ORDER NO. 10/11/00



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ORDER NO. 10/11/00

APPROVED BY THE SURVEYOR:
JAMES H. HEIM, III
ORDER NO. 10/11/00



The location map is shown in preparation for the survey work of the applicant. It is not intended to be used as a substitute for the official survey map.

The portion of the site plan (enclosed in a circle) is intended to show the location of the proposed structure. It is not intended to be used as a substitute for the official survey map.



FINAL PLAN OF ADD-ON
AND SPLIT SUBDIVISION

JOSEPH E. HEIM, III, ET AL.

10/11/00

JOSEPH E. HEIM, III, ET AL.

10/11/00

10/11/00

9015955

NOTES:

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THE PROPERTY LINES AND AREAS SHOWN ON THIS PLAN ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE SURVEY DATA AND THE ACTUAL SITE CONDITIONS.
5. THE ENGINEER HAS ASSUMED THAT THE SURVEY DATA IS ACCURATE AND COMPLETE.
6. THE ENGINEER HAS ASSUMED THAT THE CLIENT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
7. THE ENGINEER HAS ASSUMED THAT THE CLIENT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
8. THE ENGINEER HAS ASSUMED THAT THE CLIENT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
9. THE ENGINEER HAS ASSUMED THAT THE CLIENT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
10. THE ENGINEER HAS ASSUMED THAT THE CLIENT HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



PROFESSIONAL SEAL

[Signature]

DATE: 9-24-17

SCALE: AS SHOWN

TRACT AREA: 22.82 ACRES

LOT AREA: 1.12 ACRES

LOT No. 2

LOT No. 1

TRACT AREA: 22.82 ACRES

LOT AREA: 1.12 ACRES

LOT No. 2

LOT No. 1

LEGEND

PROPOSED LOT LINES

EXISTING LOT LINES

PROPOSED BUILDING FOOTPRINTS

EXISTING BUILDING FOOTPRINTS

PROPOSED DRIVEWAYS

EXISTING DRIVEWAYS

PROPOSED UTILITY LINES

EXISTING UTILITY LINES

PROPOSED FENCE LINES

EXISTING FENCE LINES

PROPOSED EROSION CONTROL MEASURES

EXISTING EROSION CONTROL MEASURES

REAGIS

3 LOT SUBDIVISION

THE ENGINEER'S FOUNDATION

PRELIMINARY FINAL PLAN

DATE: 9-24-17

SCALE: AS SHOWN

1 OF 1