

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.: 16TLT00029PA

SCHEDULE A

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

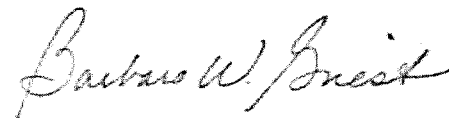
2. Policy (or Policies) to be issued:

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

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

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

SEE SCHEDULE C ATTACHED HERETO



Barbara W. Griest
President
Trident Land Transfer Company

COMMONWEALTH

Commitment No.: 16TLT00029PA

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

Deed from Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership to .
5. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
6. Payment of full consideration to or for the account of the grantors or mortgagors.
7. Payment of the premiums, fees and charges for the policy.
8. Possible unfiled mechanics liens and municipal claims.
9. Terms of any unrecorded lease or rights of parties in possession.
10. Proof that all natural persons in this transaction are of full age and legally competent.
11. Proof of identity of parties as set forth in Recital.
12. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
13. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
14. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
15. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.

SCHEDULE B - SECTION I

(Continued)

16. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
17. TAXES:Receipts for Township, County and School Taxes for the three prior years to be produced.Township, County and School Taxes for the current year 2016Assessment \$3,400.00 Tax ID / Parcel No. 31-4-73
18. WATER AND SEWER RENTS:Receipts for Water and Sewer Rents for the three prior years to be produced.Water and Sewer Rents for the current year 2016.
19. MECHANICS AND MUNICIPAL CLAIMS: NONE
20. MORTGAGES:
 - a. Amount: \$2,000,000.00Mortgagor: Valhalla Brandywine Partners, LP., a Pennsylvania limited partnershipMortgagee: Joseph E. Heim, III and Patricia Heim, the IDIT Irrevocable Trust dated June 15, 2009 FBO Kelly Heim and the IDIT Irrevocable Trust dated June 15, 2009 FBO Steven Heim c/o Joseph E. Heim, 1000 Deverux Rd Glenmoore Pa 19434Dated: 5-31-2012 and Recorded 6-7-2012 in Record Book 8443 Page 251. (covers additional property)
21. JUDGMENTS:
 - a. Plaintiff: The Bancorp Bank 1818 Market Street 28th Floor Philadelphia, Pa 19103Defendant: Valhalla Brandywine Partners LP 1500 Chestnut Street Suite LM Philadelphia, Pa 19103Filed: 10-9-2015 No. 2015-09509-JD in the amount of \$6,139,513.55
22. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
23. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
24. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
25. Certificate forming Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, a Limited Partnership, to be filed in the Department of State.
26. Partnership Agreement of Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership to be produced, examined and possible additional requirements to be added.
27. Names of all General Partners and proof that they are all of the General Partners of Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership a Limited Partnership, to be furnished and additional searches made.
28. Present deed to be made by Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, a Limited Partnership with the joinder of all General Partners.
29. Name of mortgagor to be furnished and additional searches made.

SCHEDULE B - SECTION I
(Continued)

- 30. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.

- 31. Last Insured: Brendan Abstract Company, Inc.; No. #12-0160VALHALLA; Dated: 5-31-2012; Amount: \$2,000,000.00.

COMMONWEALTH

Commitment No.: 16TLT00029PA

SCHEDULE B - SECTION II EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Devereux Road (T-410), Lexington Manor.
7. Stream of water flows through premises hereon, subject to rights of other riparian owners abutting stream.
8. Rights granted to Philadelphia Electric Company in Misc. Deed Books 69 page 14, and 70 page 167.
9. Order from Frank Comstock to United States of America recorded 12-4-1946 in Deed Book G 22 page 217.
10. Rights granted to Philadelphia Electric Company in Misc. Deed Books 112 page 328, 112 page 329, and 138 page 307.
11. The Declaration of General Conditions for Covenants in Chester County in Misc. Deed Book 240 page 335, and Contract and Covenant pursuant thereto in Chester County in Misc. Deed Book 301 page 175 .
12. Grant of Right of Way set out in deed from Kenneth R. Comstock, Sr et ux to Kenneth R. Comstock, Jr. et ux dated 5-5-1989 and recorded 7-5-1989 in Record Book 1603 page 314.
13. Rights granted to Texas Eastern Transmission Corporation in Record Book 1645 page 416.
14. Rights granted to Philadelphia Electric Company in Record Book 2048 page 579.
15. Application for Use Value Assessment of Land for Real Estate Tax Purposes Under Act 319 of 1974, Clean and Green in Record Book 4273 page 95.

SCHEDULE B - SECTION II

(Continued)

16. Subject to two fifty feet wide rights of way set out in deed from Kenneth R. Comstock, Jr. et ux, et al. to Joseph E. Heim, III et ux dated 8-25-2003 and recorded 8-29-2003 in Record Book 5864 page 2127.
17. Notes and conditions set out on recorded plans 9137 and 11380.

COMMONWEALTH

Commitment No.: 16TLT00029PA

SCHEDULE C PROPERTY DESCRIPTION

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

ALL THAT Tract or parcel of land SITUATE on the Easterly side of Devereux Road (T-410) in the Township of Wallace, County of Chester, and Commonwealth of Pennsylvania, bounded and described according to a plan thereof by K.R. Comstock, Jr., Registered Land Surveyor, last revised Aug.23, 1991, as follows, to wit:

BEGINNING at the Northwesterly corner thereof, an existing spike found in the center of Devereux Road (T-410), which spike is the Southwesterly corner of land of the Fairview Church Cemetery and located a distance of 1,112 feet, more or less, as measured Southwardly in Devereux Road, from the intersection of the same with the middle of Fairview Road, thence extending from the point of beginning and leaving Devereux Road, South 71 degrees 55 minutes East, along the South line of the aforesaid cemetery and along other land of the Grantors herein, K.R. Comstock, Jr., et al, for a distance of 828.67 feet to an iron pipe found, a corner of land of E. Douglas Bohannon, et ux; thence by said land, South 71 degrees 35 minutes East, a distance of 308.70 feet to an iron pin found on the West side of a 50 feet wide right-of-way (a proposed extension of Lexington Manor); thence continuing by the same course, 50.2 feet crossing said right-of-way, to a corner of land of Stephen Przyuski, et ux; thence by said land on a line curving to the left, having a radius of 375 feet, for an arc distance of 51.69 feet to a point; thence continuing by the same land and by land of E.A. Melo, South 09 degrees 07 minutes West, for a distance of 414.2 feet to a point; thence continuing by Melo's Land, South 80 degrees 54 minutes East, a distance of 362.57 feet to an iron pin found on the Westerly line of land of John Corry; thence by Corry's land, South 06 degrees 10 minutes West, a distance of 275.15 feet to a corner of other land of the grantees herein, Joseph E. Heim, III, et ux: thence extending by Heims other land, the following five (5) courses and distances, to wit: (1) South 29 degrees 59 minutes West, 78.36 feet to an iron pin set; (2) North 77 degrees 03 minutes West, following along in an old fence row, 716.71 feet to an iron pin set; (3) North 00 degrees 48 minutes East, 418.73 feet to an iron pin set; (4) North 15 degrees 42 minutes West, 440.72, feet to an iron pin set; and (5) North 71 degrees 55 minutes West, along the South line of a 50 feet wide right-of-way retained by the aforesaid grantors herein, for a distance of 561.50 feet to a point in the middle of the heretofore mentioned Devereux Road (T-410); thence extending along in the public road, North 06 degrees 16 minutes East, a distance of 51.09 feet to the first mentioned spike and the place of beginning.

BEING Parcel # 1 on the above-mentioned plan.

SUBJECT to a 50 feet wide right-of-way retained by the Grantors herein for access to their other lands (Tax Parcel # 31-4-75) from Devereux Road, which right-of-way extends eastward from the middle of Devereux Road, along the South line of the aforesaid Church cemetery and partly along the South line of the said Tax Parcel #31-4-75, for a distance of 561.50 feet.

SUBJECT also to another 50 feet wide right-of-way (the proposed extension of Lexington Manor), which right-of-way serves as access to the public road from land of the aforesaid Stephen Przyuski, et ux and from land of the aforesaid E.A. Melo, et ux.

BEING Parcel # 1 on said plan.

UPI# 31-4-73

Being inter alia part of the same premises which the IDIT Irrevocable Trust dated June 15, 2009 FBO Kelly Heim; and the IDIT Irrevocable Trust dated June 15, 2009 FBO Steven Heim; and Joseph E. Heim, III and

SCHEDULE C
(Continued)

Patricia Heim, husband and wife by Deed dated 5-31-2012 and recorded 6-7-2012 in Chester County in 8443 Page 240 conveyed unto Valhalla Brandywine Partners, L.P., a Pennsylvania limited partnership, in fee.

keep trimmed in a workmanlike manner, all trees to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the Company shall deem requisite or proper for the purposes aforesaid, as well as the further right to permit others to use the poles erected under this grant in order to extend telephone or telegraph service.

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

In the presence of: Harry S. Woodward : \$0.00 : Mort F. Farr (SEAL) : PENNA : Linnea Farr (SEAL) : STAMP :

State of Pennsylvania, County of Chester, SS:-

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

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

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

Transcribed by: King
Compared by: HUMAN LUMBER
Recorded May 12, 1937.

RIGHT OF WAY GRANT : RIGHT OF WAY GRANT : N- 1814

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

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

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

Misc Deed Book 69 page 14

State of Pennsylvania, County of Chester, SS:-

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

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

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

Transcribed by: King
Compared by: HALLMAN CHEAGRE
Recorded May 18, 1937.

H- 1234

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

ESTABLISHED
RECORD

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

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

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

State of Pennsylvania, County of Chester, SS:-

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

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

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

Solicited by: James P. Kane

Transcribed by: King
Compared by: HALLMAN CHEAGRE
Recorded May 18, 1937.

H- 1233

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

ESTABLISHED
RECORD

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

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

Miss 70
167

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

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

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

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

RIGHT OF WAY GRANT : Frank Comstock J. Fleck (122610)
FRANK COMSTOCK ET UX : BY IT KNOWN that for and in consideration of the payment by Philadelphia
TO : Electric Company to the undersigned of the sum of One Dollar (\$1.00), and
PHILADELPHIA ELECTRIC CO. : for other good and valuable considerations, the receipt whereof is hereby
: acknowledged, the said Company, its successors and assigns, is hereby
: granted by the undersigned, owners of premises situate along the east side
: of Devereaux Road (Township Road), at a point approximately 2400 feet

north from intersecting highway known as Creek Road, and extending north for a distance of approximately 2500 feet, bounded on the north by Fairview Church property and on the south by Mort Farr, in the Township of Wallace, County of Chester, State of Pennsylvania, the uninterrupted right, liberty and privilege to install and maintain upon the aforesaid premises one anchor guy, guy wires and appurtenances for the purpose of stabilizing the pole line along the east side of aforesaid Devereaux (Township) Road; including the right of ingress and egress to inspect, renew, repair or remove the said anchor guy, guy wires and appurtenances. The said anchor guy, guy wires and appurtenances are to be located at a point approximately 2305 feet north of Creek Road and 10 feet east from the east side of Devereaux (Township) Road.

EXECUTED this 9th day of March A.D. 1938.
Witnesses:
John Fleck Frank Comstock (SEAL)
Helen Sensenig Elaine E. Comstock (SEAL)
I hereby certify that the actual consideration is less than \$100.00.
H. S. Roberts, Agent.

State of Pennsylvania, County of _____, SS
On this 9th day of March A.D. 1938, before me, the Subscriber, a Justice of the Peace in and for the Commonwealth of Pennsylvania, residing in Wallace Twp., personally appeared the above named Frank Comstock and Elaine E. Comstock, his wife, and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such.

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

Solicited by: John Fleck.
Transcribed by: Groff
Compared by: GENGLE HALLMAN
Recorded: March 26, 1938.

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

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

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

Transcribed by Goldbalk
Compared by DIXON RAMSEY
Recorded December 2, 1946

ORDER FROM FRANK CONSTOCK TO UNITED STATES OF AMERICA
C. J. Fedorczyk
File #24740-6
IN THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA
UNITED STATES OF AMERICA
Petitioner
vs
CERTAIN PARCELS OF LAND in Chester County, Pennsylvania and John D. and Josephine T. Block, et al Defendants
CIVIL ACTION NO. 2036 (CONSOLIDATED)
PARCEL NO. 3

28550-11
15942-40
2-2-1947
2-2-1947

ORDER VESTING TITLE

AND NOW, to wit, this 2nd day of December 1946, it appearing to the Court that on August 21, 1946, Judgment was entered in the above entitled proceedings fixing the sum of \$1,050., without interest, as just compensation to be paid by the United States of America to Frank Constock for the taking and condemning of a perpetual right-of-way or servitude in, over and across Parcel No. 3 of the lands involved in these proceedings and fully described in Exhibit "A" attached hereto;

AND, it further appearing that on the 9th day of October 1946, there was deposited by the United States of America into the registry of this Court the sum of \$1,850., being full satisfaction of the Judgment entered as to Parcel No. 3 of the lands involved in these proceedings in the amount of \$1,050. without interest.

IT IS ORDERED, ADJUDGED AND DECREED that on the 9th day of October 1946 title to the perpetual right-of-way or servitude in, over and across Parcel No. 3, as described and set forth in Exhibit "A" attached hereto, with all incidental rights for the location, construction, operation, maintenance and patrol of a pipeline or pipelines for the transportation of oil, gas, petroleum products or any other material or substances that can be transported through a pipeline, indefeasibly vested in the United States of America, free and discharged of all claims and liens of every kind whatsoever.

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

/s/ Ganoy
JULME
United States District Court

EXHIBIT "A"

Beginning at a point on the division line between the land of the Devereux Foundation on the southwesterly and the lands of Frank Constock & Elsie E., his wife on the northeasterly, said division line being marked by a stone wall, said point being 12.50 feet northwesterly measured at right angles to the center line of a 20 inch pipeline; thence N. 76°26' E. 91.77 feet to a point; thence North 83°13' E. 102.25 feet to a point; thence due east 1608.51 feet to a point; thence N. 82° 11' E. 635.09 feet to a point; thence N. 81°28' E. 87.62 feet to a point on the division line between the lands of T. R. Brown on the northeasterly and the said lands of Constock on the southwesterly, said division line being marked by a stone wall; thence S. 45°21' E. 62.43 feet measured along the last mentioned division line crossing said 20 inch pipeline and also a 24 inch pipeline, said point being 183.86 feet northwesterly measured along last mentioned division line from a stone; thence S. 81° 28' W. 105.32 feet to a point; thence S. 82°11' W. 636.84 feet to a point; thence S. 83°13' W. 90.44 feet to a point; thence S. 76°26' W. 73.70 feet to a point on the first mentioned division line, said point being 408.11 feet northwesterly measured along the first mentioned division line from the center line of a Gravel Road; thence N. 33°25'49" W. 63.18 feet measured along the first mentioned division line crossing said pipelines to the point or place of beginning, being a strip of land 50 feet in width and

containing 2,884 acres more or less,

A TRUE COPY CERTIFIED TO FROM THE RECORD
ATTEST Robert M. Criswell
12/3/46 Deputy Clerk

.....
IN WITNESS
OF
COURT
.....

Transcribed by Getchalk
Compared by
Recorded December 4, 1946

71-1000-100-2

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

Deed T-100-2

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

wife, of Stratford, Tredyffrin Township, Chester County, Pennsylvania, of the SECOND PART (Hereinafter called GRANTEE):-

WITNESSETH, That the said Grantors for and in consideration of the sum of THREE HUNDRED SEVENTY-FOUR and 85/100 DOLLARS lawful money of the United States of America, unto them well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is heroby acknowledged, have granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents do grant, bargain, sell, alien, convey, release and confirm unto the said Grantee, their heirs and assigns, as tenants by entireties

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

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

AND IN SUBJECT to certain covenants and restrictions therein mentioned.

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

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

AND the said Lillian Carpenter Hanson, being so thereof seized in her deceased, departed this life on the Ninth day of February A.D. 1935, having first made and published her last will and testament in writing bearing date the twenty-fifth day of July A.D. 1924, duly probated and remaining of record in the Office of the Register of Wills in Montgomery County at Norristown, Pennsylvania, wherein and whereby the said testatrix devised all the real, residua and remainder of her estate, real, personal, and mixed, to Fidelity Philadelphia Trust Company and Howell R. Hanson, in trust, nevertheless, as therein more particularly ascribed and set forth, with full power of sale to sell real estate.

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

W-7357

BOOK 112 PAGE 328

RIGHT OF WAY GRANT

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

W.O. # 326854, 101
3654 1-603

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

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

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

In the presence of:

James A. Gearty [Signature] J. Russell Comstock [Signature] [SEAL]
Frances M. Comstock [Signature] [SEAL]
[Signature] [SEAL]
[Signature] [SEAL]

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

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

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

I hereby certify that the true and complete value of this transaction is \$1.00
Attest: [Signature]



James A. Gearty [Signature]
Title of Officer
My Commission Expires [Date]
NOTARY PUBLIC
By Commission Expires January 6, 1961



JUN 17 11 33 AM '61

VV W-11016

C-1559431-100 (100 X)

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

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

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

In the presence of:

Lawrence B. Yeasley Frank Comstock (SEAL)
 Frank Comstock

Elmo E. Comstock (SEAL)
 Elmo E. Comstock

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



COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF Chester

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

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

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

DEED 138 PAGE 307

My Commission Expires 12-31-63



FRANK COMSTOCK

FRANK COMSTOCK

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

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

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

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

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

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

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

TA 207, 688
431, 655
ST. 26571M

1-47-11

TA 137213

TA 2161570

CS-3926
CS-3507

JUN 17 11 55 AM '70

F.A.P.P. 9
205-760-5

EX-124-916-11

TA 21-616-11
PA4848

DUN 146011

also 1594

EX-2274
EX-6037, 6742, 7899

1009-P11

EX-19012
EX-2357-G
EX-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 315 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 [Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER

ss.

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

my hand and official seal.

In Witness Whereof, I hereunto set

[Signature]
KIMM HENGE, Notary Public
Chester, Chester Co., Pa.
My Commission Expires 12/31/75

[Signature]
RECORDER OF DEEDS

Rec. in Chester Co. Pa. in
1974 May 24 Page 335

240 337

CONTRACT AND COVENANT (UNDER "ACT 515")

THIS CONTRACT AND COVENANT, made this _____ day of
SEP 25 1976, 197, between Kenneth Ray Comstock and Kathryn M.
Comstock and Frances H. Comstock

and COUNTY OF CHESTER,

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

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

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

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

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

Oct 6 9 13 AM '76
RECORDED
INDEXED
DEPT. OF REVENUE

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

Approved by County of Chester

By [Signature]
County Solicitor

[Signature] (SEAL)
Owner

[Signature] (SEAL)
Owner

[Signature] (SEAL)
Owner

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

Personally appeared before me, a Notary Public

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

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

EXECUTED on SEP 25 1975

[Signature] (SEAL)
Notary Public

MARY JANE THOMPSON, Notary Public
1910 Chester, Chester Co., Pa.
My Commission Expires March 11, 1976

[Signature]
RECORDER OF DEEDS

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

301 176

①

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

This Deal is Not Insured

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

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

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

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

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

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

Being Lot #1 on the above-mentioned plan.

Lot #2:

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

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

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

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

Being Lot #2 on the above-mentioned plan.

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

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

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

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

BK1603PG315

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

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

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

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

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

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

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

CONTAINING 9.198 acres more or less.

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

BK 1603 PG 316

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

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

CONTAINING 8.302 acres more or less.

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

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

CONTAINING 4.31 acres.

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

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

BK 160320317

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

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

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

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

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

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

BK 16036318

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

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

WITNESSES:

Witness signatures and names: Kenneth R. Comstock, Sr. (SEAL); Kathryn M. Comstock (SEAL); Kenneth R. Comstock, Jr. (SEAL); Janice G. Comstock (SEAL).

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

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

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

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

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

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

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

RETURN TO

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

EXCHANGE OF REAL ESTATE
Two Deed Grants

KENNETH R. COMSTOCK, SR. and
KATHRYN M. COMSTOCK, his wife
655 Devereaux Rd., Glenmoore, PA.
19343
and
KENNETH R. COMSTOCK, JR. and
JANICE G. COMSTOCK, his wife
R.D.#2, Box 194, Sortwell Creek
Rd., Port Allegany, PA. 16743

The address of the Grantee is
P.O. Box 194, Sortwell Creek Rd., Port Allegany, PA. 16743
See above

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

Recorder of Deeds

EX 1603 EC 319



104826

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

30.50

BK 1603 PB 320

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ss. KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Grantors, for, and in consideration of, the sum of Thirteen Thousand one hundred twenty-five and 00/100 (\$ 13,125.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto Texas Eastern Transmission Corporation, a Delaware corporation, ("Grantee"), its successors and assigns, for the purpose hereinafter provided a right of way and easement consisting of two (2) twelve and one-half foot (12 1/2') wide strips of land located on either side of the existing fifty foot (50') wide right of way and easement acquired by Grantee's predecessor pursuant to that Declaration of Taking dated December 3, 1946 and recorded in Book 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

Return To
Mr. J. C. Mairon
Right-of-Way & Land Dept.
Texas Eastern Transmission Corp.
P.O. Box 2021
Houston, Texas 77252

BK1645PG416

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

14P
John W. Elden

GRANTORS:

Kenneth Ray Comstock

Kenneth Ray Comstock

Kathryn M. Comstock

Kathryn M. Comstock

Kenneth Ray Comstock, Jr.

Kenneth Ray Comstock, Jr.

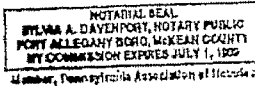
Janice G. Comstock

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.



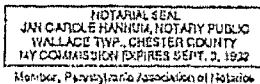
Sylvia A. Davenport
Notary Public

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 Candice Hankum
Notary Public

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

BK1645PG419

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

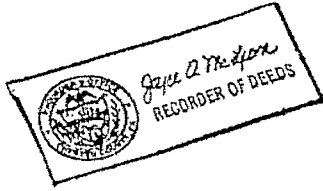
Grantee hereby agrees to be responsible, for a period not to exceed ten (10) years, for any costs associated with necessary changes or alterations, as determined by Grantee, to Grantee's pipeline(s) required to accommodate Grantor's proposed fifty foot (50') wide public road, the bottom of the subbase 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

1828

W-21237

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

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

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

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

BK 2048 PG 579

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

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

WITNESS:

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

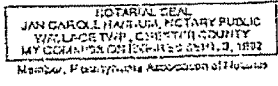
Kenneth R. Comstock, Sr. (SEAL)
Kenneth R. Comstock, Sr.
Kathryn M. Comstock (SEAL)
Kathryn M. Comstock
Kenneth R. Comstock, Jr. (SEAL)
Kenneth R. Comstock, Jr.
Janice G. Comstock (SEAL)
Janice G. Comstock

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

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

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

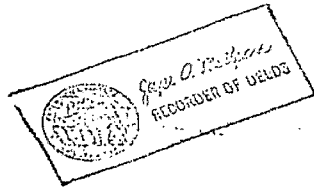
Jan Carol Hennings
NOTARY PUBLIC



BK 2048 PG 580

171637

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



H171637	
HISC	13.50
TAX	0.50

Wallace
14.00

BK2048PG581



#6645

County of Chester, Pennsylvania

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

10/19/97

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

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

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

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

PARCEL NUMBER (S):	<u>31-4-73</u>	ACREAGE:	<u>12.1 Ac</u>
PROPERTY LOCATION:	<u>LITTLE CONESTOGA RD.</u>		
	Property Address		
	<u>WALLACE TWP.</u>		
	Municipality (Name of City, Borough, or Township)		
OWNER'S NAME(S):	<u>COMSTOCK, Kenneth R. & COMSTOCK, KATHRYN M. H/W</u>		
	Last	First	Initial
	<u>COMSTOCK, Kenneth R. JR.</u>	<u>COMSTOCK, Janice G.</u>	<u>H/W</u>
	Last	First	Initial
(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)			
MAILING ADDRESS:	<u>71 Devereux RD.</u>		
	Number	Street	State ZIP
	<u>Glen Moore</u>	<u>Pa.</u>	<u>19343</u>
	City	State	ZIP
TELEPHONE NUMBER:	<u>610-942-2898</u>		
	Daytime Number	Home Number	

BK4273PB0095

RETURN TO

Answer all questions!

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

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

Kenneth R. Comstock by his Power of Attorney: *Kenneth R. Comstock Jr.* 8-29-97
Kathryn M. Comstock by her Power of Attorney: *Kenneth R. Comstock Jr.* 8-29-97

Signature _____ Date _____ Signature _____ Date _____
Kenneth R. Comstock Jr. 8-29-97 *Janice G. Comstock* 8-29-97

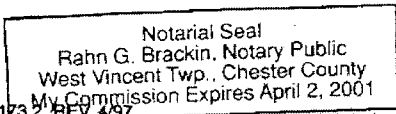
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER : SS.

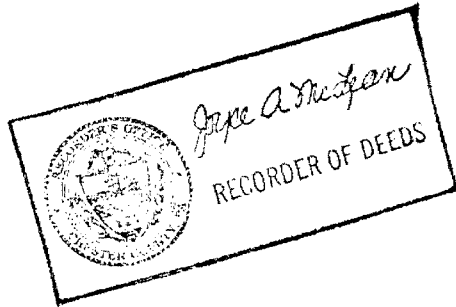
On this, the 29th day of August, 19 97, before me, a Notary Public, the herein signed, did personally appear KENNETH G. COMSTOCK, JR. AND JANICE G. COMSTOCK By H.S + Her Power of Attorney known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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



Notary Public: *Rahn G. Brackin*
 My Commission Expires: April 2, 2001
 (SEAL)

BK4273P60096



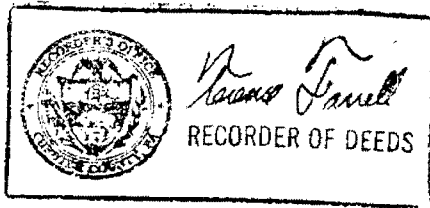
74987

DATE: 12/11/1997 TIME: 09:22A INST NO.: 74987

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034772	TYPE DOC :	MISC
REC FEE	:	13.50
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.50

BK4273PG0097



RETURN 10,

Manito Abstract Co., Inc.
39904-M

THIS INDENTURE, MADE THE

25th day of August in the year of our Lord two thousand and three, 2003

Between, Kenneth R. Comstock, Jr. and Janice G. Comstock, husband and wife, and Kenneth R. Comstock, Jr., Executor of the Estate of Kathryn M. Comstock, deceased, (hereinafter called the Grantors of the first part);

AND

Joseph E. Heim, III and Patricia J. Heim, husband and wife (hereinafter called the grantees);

MBE
of the other part; WITNESSETH, That the said grantors for the consideration of the sum OF Two hundred eighty thousand (\$280,000.00) and 00/100 lawful money of the United States of America, unto them well and truly paid by the said grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents do hereby grant, bargain, sell, alien, enfeoff, release and confirm unto the said grantees, their successors and assigns, as tenants by the entireties

ALL THAT Tract or parcel of land situate on the Easterly side of Devereux Road (T-410) in the Township of Wallace, County of Chester, and Commonwealth of Pennsylvania, bounded and described according to a plan thereof by K.R. Comstock, Jr., Registered Land Surveyor, last revised Aug. 23, 1991, as follows, to wit:

BEGINNING at the Northwesterly corner thereof, an existing spike found in the center of Devereux Road (T-410), which spike is the Southwesterly corner of land of the Fairview Church Cemetery and located a distance of 1,112 feet, more or less, as measured Southwardly in Devereux Road, from the intersection of the same with the middle of Fairview Road, thence extending from the point of beginning and leaving Devereux Road, South 71 degrees 55 minutes East, along the South line of the aforesaid cemetery and along other land of the Grantors herein, K.R. Comstock, Jr., et al, for a distance of 828.67 feet to an iron pipe found, a corner of land of E. Douglas Bohannon, et ux; thence by said land, South 71 degrees 35 minutes East, a distance of 308.70 feet to an iron pin found on the West side of a 50 feet wide right-of-way (a proposed extension of Lexington Manor); thence continuing by the same course, 50.2 feet crossing said right-of-way, to



a corner of land of Stephen Przyuski, et ux; thence by said land on a line curving to the left, having a radius of 375 feet, for an arc distance of 51.69 feet to a point; thence continuing by the same land and by land of E.A. Melo, South 09 degrees 07 minutes West, for a distance of 414.2 feet to a point; thence continuing by Melo's Land, South 80 degrees 54 minutes East, a distance of 362.57 feet to an iron pin found on the Westerly line of land of John Corry; thence by Corry's land, South 06 degrees 10 minutes West, a distance of 275.15 feet to a corner of other land of the grantees herein, Joseph E. Heim, III, et ux: thence extending by Heims other land, the following five (5) courses and distances, to wit: (1) South 29 degrees 59 minutes West, 78.36 feet to an iron pin set; (2) North 77 degrees 03 minutes West, following along in an old fence row, 716.71 feet to an iron pin set; (3) North 00 degrees 48 minutes East, 418.73 feet to an iron pin set; (4) North 15 degrees 42 minutes West, 440.72, feet to an iron pin set; and (5) North 71 degrees 55 minutes West, along the South line of a 50 feet wide right-of-way retained by the aforesaid grantors herein, for a distance of 561.50 feet to a point in the middle of the heretofore mentioned Devereux Road (T-410); thence extending along in the public road, North 06 degrees 16 minutes East, a distance of 51.09 feet to the first mentioned spike and the place of beginning.

BEING Parcel # 1 on the above-mentioned plan.

SUBJECT to a 50 feet wide right-of-way retained by the Grantors herein for access to their other lands (Tax Parcel # 31-4-75) from Devereux Road, which right-of-way extends eastward from the middle of Devereux Road, along the South line of the aforesaid Church cemetery and partly along the South line of the said Tax Parcel # 31-4-75, for a distance of 561.50 feet.

SUBJECT also to another 50 feet wide right-of-way (the proposed extension of Lexington Manor), which right-of-way serves as access to the public road from land of the aforesaid Stephen Przyuski, et ux and from land of the aforesaid E.A. Melo, et ux.

BEING Parcel # 1 on said plan.

BEING UPI # 31-4-73 ✓

BEING as to an undivided 1/3 interest, the same premises which Kenneth R. Comstock, Sr., Executor of the Estate of Frances M. Comstock, deceased, by deed dated 12/30/88 and recorded at West Chester, Pennsylvania, in Record Book 234 page 262, granted and conveyed unto Kenneth R. Comstock, Jr. and Janice G. Comstock, husband and wife, in fee.

AND BEING as to the remainder, the same premises which Kenneth R. Comstock, Sr. and Kathryn M. Comstock, husband and wife, by deed dated 3/24/97 and recorded at West Chester, Pennsylvania, in Record Book 4159 page 894, granted and conveyed unto Kathryn M. Comstock, in fee.

AND the said Kathryn M. Comstock, departed this life on March 6, 2003, leaving a Will registered and probated at Chester County, Pennsylvania as Estate #1503-0397 for whose Letters Testamentary were duly granted unto Kenneth R. Comstock, Jr.



GRANTEE does hereby grant to Grantor a right-of-way across the subject premises herein conveyed for the purpose of egress, ingress and regress as well as installation of private utilities to access Tax Map Parcel 31-4-75. Said right-of-way shall be 50 feet in width, beginning at the centerline of Devereux Road and running in an Easterly direction 561.5 feet partly along the southern boundary of the Fairview Church Cemetery. This right-of-way run in favor of Grantor, her heirs, successors and assigns.

TOGETHER with all the singular buildings ways, water, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them the said grantors in law, equity or otherwise howsoever, of, in and to the same and every path thereof.

TO HAVE AND TO HOLD the said lots or pieces of ground with the buildings and improvements there erected hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said grantee, their successors and assigns to and for the only proper use and behoof of the said grantees their successors and assigns forever

AND the said grantors, for themselves, their executors, their administrators, heirs and assigns do hereby covenant, promise and agree, to and with the said grantees, their successors and assigns, and by these presents, that they the said grantors have not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said grantors of the first part has hereunto set their hands and seals dated the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF US:

Robert L. Byle

Kenneth R. Comstock
K.R. Comstock Jr. (SEAL)
Kenneth R. Comstock, Jr.

Janice G. Comstock (SEAL)
Janice G. Comstock

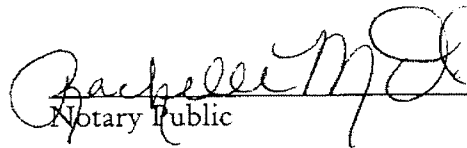
Estate of Kathryn M. Comstock, deceased
K.R. Comstock Jr. (SEAL)
Kenneth R. Comstock, Jr., Executor
Kenneth R. Comstock Jr.

RECEIVED, the day and date of the above indenture, of the within named grantee

State of Pennsylvania County of Chester

On this, the 25th day of August, 2003, before me a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kenneth R. Comstock, Jr. and Janice G. Comstock, husband and wife, and Kenneth R. Comstock, Jr., as Executor of the Estate of Kathryn M. Comstock, deceased, State of Pennsylvania known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledge that he executed the same in the capacity therein stated and for the purposed therein contained.

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


Notary Public

The address of the within-named grantee is :

100 Devereux Road
Glenmore, PA 19343

