

7108064



Commonwealth Land Title Insurance Company  
123 North Olive Street  
Media, PA 19063

Date: 7/13/2018  
Invoice No: 7108064  
Unit #: 02600.481553  
Customer Ref #:  
18TLT00100PA

Attn:  
Phone: 610-431-0450  
Fax:  
Email:

TO: Trident Land Transfer Company  
Dirk Oman  
431 West Lancaster Avenue  
Devon, PA 19333

RE: Buyer: TBD TBD  
Property: 105 Beechwood Drive,  
Coatesville, PA 19320  
County/Parcel: 29-7-120

Seller: Frederick B. Anderson Jr. and Deborah K. Anderson  
Notes:

Date	Code	Product Description	Liability	Charge Amount
7/13/2018	5500	Search	\$0.00	\$500.00
			<b>Invoice Total:</b>	<b>\$500.00</b>

**Remittance Advice - DUE UPON RECEIPT**

Please send along with remittance to:

*TRIDENT LAND TRANSFER Co.  
431 W. LANCASTER AVE.  
DEVON, PA 19333*

Date: 7/13/2018  
Invoice No: 7108064  
Unit #: 02600.481553  
Contact: Trident Land Transfer  
Company

Check # \_\_\_\_\_  
Amount Enclosed \_\_\_\_\_

**TITLE SEARCH REPORT  
ISSUED BY  
TitleWave Real Estate Solutions**

THE ATTACHED TITLE SEARCH REPORT IS ISSUED FOR USE OF THE AGENT LISTED, HEREIN 'THE AGENT', A POLICY ISSUING AGENT FOR THE FIDELITY GROUP OF TITLE INSURANCE COMPANIES, HEREIN 'THE COMPANY', AND IS TO BE USED BY THE AGENT IN THE EXAMINATION AND DETERMINATION OF THE INSURABILITY OF TITLE TO THE PROPERTY DESCRIBED HEREIN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES AND ENDORSEMENTS.

The Agent who examines this Title Search Report must follow all underwriting guidelines set forth in the underwriting manual and bulletins issued by the Company. The Agent is responsible for obtaining proper "High-Liability" approval, when applicable, in accordance with their agency contract. The agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with prudent underwriting practices and the Company's guidelines. The Agent is responsible for any errors, omissions, defect, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of the Company's commitment, policy or endorsement.

The Title Search Report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. No assurance is given as to the insurability or status of title. The Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, nor is it to be considered a title insurance commitment and/or title insurance policy, an opinion of title, an ownership and encumbrance report, a property information report, a guarantee of title or as any other form of guarantee or warranty of title and should not be relied upon as such.

LIABILITY UNDER THE ATTACHED TITLE SEARCH REPORT IS LIMITED TO THE LIABILITY UNDER THE COMPANY'S COMMITMENTS, POLICY OR POLICIES ISSUED PURSUANT TO THIS TITLE SEARCH REPORT. IN THE EVENT THE ATTACHED TITLE SEARCH REPORT IS USED FOR ANY PURPOSE OTHER THAN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES OR ENDORSEMENTS, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

**Commonwealth Land Title Insurance Company**  
TITLE SEARCH REPORT

Search for:

Trident Land Transfer Company  
431 West Lancaster Avenue  
Devon, PA 19333  
Phone: 610-889-7669

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: **June 12, 2018**

2. Policy or Policies to be issued:

A. Policy to be Issued:  
ALTA Owners 2006 (as modified by TIRBOP)  
**Proposed Insured:** TBD TBD  
**Amount of Insurance:**  
**Effective Date:**

B. Policy to be Issued:  
ALTA Loan 2006 (as modified by TIRBOP)  
**Proposed Insured:**  
**Amount of Insurance:**  
**Effective Date:**

3. The estate or interest in the land described or referred to in this report is:

**Fee Simple**

4. At the effective date above title is vested in:

Frederick B. Anderson Jr. and Deborah K. Anderson

5. Property:

105 Beechwood Drive  
West Brandywine Township  
Chester County, PA

TITLE SEARCH REPORT / ABSTRACT  
REQUIREMENTS

1. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
  - A. **DEED FROM:** Frederick B. Anderson Jr. and Deborah K. Anderson  
**TO:** TBD TBD  
**DATED:** \_\_\_\_\_  
**RECORDED:** \_\_\_\_\_
  - B. **MORTGAGE FROM:** TBD TBD  
**TO:** \_\_\_\_\_  
**DATED:** \_\_\_\_\_  
**RECORDED:** \_\_\_\_\_
2. Payment of full consideration to or for the account of the grantors or mortgagors.
3. Payment of the premiums, fees and charges for the policy.
4. Possible unfiled mechanics liens and municipal claims.
5. Terms of any unrecorded lease or rights of parties in possession.
6. Proof that all natural persons in this transaction are of full age and legally competent.
7. Proof of identity of parties as set forth in Recital.
8. **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.
9. 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.
10. 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.
11. **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 2018  
Assessment \$266,310.00 (Total - Act 319) 35,250.00 (Land) 231,060.00 (Improvement)  
547,810.00 (FMV)  
Tax ID / Parcel No. 29-7-120
12. **WATER AND SEWER RENTS:**

TITLE SEARCH REPORT / ABSTRACT  
REQUIREMENTS continued

Receipts for Water and Sewer Rents for the three prior years to be produced.  
Water and Sewer Rents for the current year 2018.

13. MECHANICS AND MUNICIPAL CLAIMS: NONE

14. MORTGAGES:

Amount: \$50,000.00

Mortgagor: Deborah K. Anderson and Frederick B. Anderson, Jr.

Mortgagee: Fulton Bank, N.A.

Dated: October 18, 2012 and Recorded January 3, 2013 in Record Book 8603 page 506..

Note: The above mortgage appears to be an OPEN END MORTGAGE securing future advances. If this mortgage is to be paid in full/satisfied and removed from the policy to be issued on this matter, the equity loan account is to be closed or frozen before the payoff is issued.

15. JUDGMENTS: NONE

16. 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.

17. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.

18. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

19. Last Insured: Jenkins Abstract Company; No. PA 4558; Dated: March 19, 1985; Amount: \$750,000.00.

20. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report: NONE

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

22. As to A.S.K. Holding Company, a partnership:

a. Current Partnership Agreement of A.S.K. Holding Company, a partnership to be produced, examined and possible additional requirements to be added.

TITLE SEARCH REPORT / ABSTRACT  
REQUIREMENTS continued

- b. Names of all members of the Partnership to be furnished and searched, possible additional requirements certified and all of said members to join in present instrument.
- c. Proof that A.S.K. Holding Company, a partnership was still subsisting at the time of the signing of present vesting deed recorded September 14, 2012 in Record Book 8517 page 898.
23. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such valuation in excess of \$100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.
24. If Deborah K. Anderson is married, proof to be furnished that no divorce proceedings have been commenced. If an action has been instituted, then spouse must join in present deed to insured.
25. If Frederick B. Anderson, Jr. is married, proof to be furnished that no divorce proceedings have been commenced. If an action has been instituted, then spouse must join in present deed to insured.

TITLE SEARCH REPORT / ABSTRACT  
EXCEPTIONS

**In the event that one or more of the Exceptions listed below references covenants, conditions and/or restrictions, please note that the Exception(s) specifically exclude any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Report Date and the date on which all of the Schedule B, Part I - Requirements are met.
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 Old Homestead Road, Beechwood Drive, Mansion Road, and Hibernia Road (also known as Reeceville Road).
7. Rights granted to Philadelphia Electric Company and Bell Telephone Company in Misc. Deed Book 105 page 496.
8. Rights granted to Bell Telephone Company in Misc. Deed Books 315 page 334 and 438 page 480.
9. Deed of Dedication to the Township of West Brandywine in Deed Book D-35 page 538.
10. Right-of-Way and Easement Agreement set out in Record Book 4128 page 2365.
11. Contract, Easement and Right-of-Way Agreement set out in Record Book 3164 page 267.
12. Building restrictions set out in Deed Book E-29 page 329.
13. Easement Agreement as in Record Book 6680 page 725.
14. Sewer Line Easement Agreement as in Record Book 7908 page 1648.
15. Contract and Covenant Under Act 319 as in Record Book 8840 page 2141.
16. Rights and privileges as in Record Book 8517 page 898.

TITLE SEARCH REPORT / ABSTRACT  
LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land with the improvements thereon erected, SITUATE in the Township of West Brandywine, County of Chester and State of Pennsylvania, bounded and described according to a Survey made by Edgar Laub, Registered Surveyor, dated 1/6/1971, as follows to wit:

BEGINNING at a corner of lands of William Batchelor and Thomas A. Taylor; thence extending by lands of said Taylor, South 03 degrees 29 minutes 10 seconds East, 97.17 feet to a corner of Lot #71; thence by said lot and Lots #65, 64 and 63, South 86 degrees 35 minutes 30 seconds West, 603.71 feet to the center of Old Homestead Road; thence along center of said Road, North 03 degrees 26 minutes 30 seconds West, 1.79 feet; thence by Lot #62 South 86 degrees 33 minutes 30 seconds West, 200.13 feet to a corner of Lot #14; thence by said lot, North 03 degrees 46 minutes West, 200.00 feet; thence continuing along same, South 86 degrees 14 minutes West, 200.00 feet to the center of Mansion Road; thence extending along said Road, a chord of South 30 degrees 05 minutes 50 seconds West, 66.62 feet (said chord having a radius of 56.35 feet, the arc distance of 71.28 feet); thence still by said Road, South 66 degrees 20 minutes West, 8.12 feet to a corner of Lot #18; thence by said Lot #18, also Lots #19 through 25, North 23 degrees 40 minutes West, 834.70 feet; thence by lands now or late of George Sheeler, North 87 degrees 05 minutes East, 607.83 feet; thence still by same, North 04 degrees 38 minutes 30 seconds West, 1,282.88 feet; thence continuing along same, North 86 degrees 23 minutes 40 seconds East, 528.00 feet; thence still by same, North 00 degrees 57 minutes 20 seconds West, 66.00 feet to a point in Hibernia Road; thence by said Road, North 86 degrees 23 minutes 40 seconds East, 207.90 feet; thence by lands of William Batchelor, aforesaid, South 02 degrees 55 minutes 10 seconds East, 2,171.83 feet to the point and place of beginning.

CONTAINING 45.390 acres, more or less.

TOGETHER with a right-of-way 33.00 feet wide, 200.00 feet long between Lots #23 and #24 to Reeceville Road.

EXCEPTING THEREFROM AND THEREOUT ALL THAT CERTAIN lot or piece of ground which is A.S.K. Holding Company, a Partnership, trading as Beechwood Campground by Deed dated 10/28/1997 recorded 11/3/1997 in Record Book 4253 page 2047 conveyed unto Friendship Water Company, as follows, to wit:

ALL THAT CERTAIN tract of land or piece of ground SITUATE in the Township of West Brandywine, County of Chester, State of Pennsylvania and described accordingly to a plan prepared by Hunt Engineering Company entitled "Subdivision Plan, Beechwood Tank and Booster Station", last revised September 16, 1997, as follows, to wit:

BEGINNING at an iron rod in the Southern property line of the grantors, said point being in the centerline of Beechwood Drive (40 feet wide) as shown on "Plan of Portion of Friendship Village for John Eshleman" by Chester Valley Engineers, Inc., dated April 26, 1957; thence the following courses and distances: (1) along a new line through the grantors North 3 degrees 55 minutes 10 seconds West 220 feet to an iron rod; thence (2) along the same North 86 degrees 4 minutes 50 seconds East 201.17 feet to an iron rod in the Eastern Line of the grantors; thence (3) along a line common to the grantors and the Overlook Road Farm Company South 4 degrees 1 minute 20 seconds East 122.35 feet to a terra cotta and concrete monument; thence (4) along a line common to the grantors and Donald Carol and Bettie Copeland South 3 degrees 34 minutes 54 seconds East 97.66 feet to an iron pipe;



TITLE SEARCH REPORT / ABSTRACT  
LEGAL DESCRIPTION continued

thence (5) along a line common to the grantors and George H. and Doris S. Anderson South 86 degrees 4 minutes 50 seconds West 200.81 feet to the point of beginning.

Tax ID / Parcel No. 29-7-120

Being the same premises which A.S.K. Holding Company, a partnership, trading as Beechwood Campground by Deed dated September 6, 2012 and recorded September 14, 2012 in Chester County in Record Book 8517 Page 898 conveyed unto Frederick B. Anderson Jr. and Deborah K. Anderson, in fee.

**This Indenture**, made this *20<sup>th</sup>* day of June

A.D. 1955, between John H. Eshleman and Marie B. Eshleman his wife, of Sadsbury Township, Chester County, Pennsylvania.

(hereinafter called the grantor s ) of the one part, and THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, and PHILADELPHIA ELECTRIC COMPANY, corporations organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the grantees) of the other part:

Whereas, the grantor s the owner s of ALL THAT CERTAIN tract a piece of land with the messuages and tenements thereon erected situate in the township of West Brandywine, County of Chester and State of Pennsylvania. Grounded and described as follows, to wit:

BEGINNING at a point in a public road at a corner of land of Anna Bennett, formerly of Ezekiel Palmer; thence along the said land N.89 $\frac{1}{2}$ <sup>o</sup> E.9.9 perches to a hickory; thence by land of Frank McAleese formerly of John Curry N.4<sup>o</sup> W.85 perches to a stone formerly a chestnut tree; thence along the line of land of Cramer, formerly of William L. Paxon, N.4 $\frac{1}{2}$ <sup>o</sup> 131 perches to a corner of the Hibernia Turnpike Road; thence along the same S.85  $\frac{3}{4}$ <sup>o</sup> W. 12.6 perches to a stone; thence by land of Howard and Charles Wilson formerly of Isaac L. Sahler, S. 4 $\frac{1}{2}$ <sup>o</sup> E. 4 perches to a stone; S. 85  $\frac{3}{4}$ <sup>o</sup> W. 32 perches to a post; S. 6 $\frac{1}{2}$ <sup>o</sup> E.77.7 perches to a hickory; thence by land of Howard and Charles Wilson, formerly of Isaac L. Sahler, S.87 $\frac{1}{2}$ <sup>o</sup> W.49 perches to a stone in a public road; thence along the same and land of George R. Spratt formerly of Isaac L. Sahler S. 23 $\frac{1}{2}$ <sup>o</sup> E.61 perches to a stone in the Hibernia Road; thence along the same and land formerly of the said Isaac L. Sahler the two following courses and distances; S.86 $\frac{1}{2}$ <sup>o</sup> W.66 perches to a stone; thence N.23<sup>o</sup> W. 1 perch to a black oak stump; thence by land of Robert Cairns, formerly of the estate of Thomas Doan, S.70 $\frac{1}{2}$ <sup>o</sup> W. 15 perches to a stone; thence, by land of Mary Jane and Elizabeth Davis, formerly of Amos Davis, S.3<sup>o</sup> E.69.7 perches to a hickory tree; thence by land of Charles Doan, formerly of Joseph Doan and by land of Harry G. Cochran, formerly of John Wested, N.68<sup>o</sup> E.11.6 perches to a stone; thence by land of the latter, the four following courses and distances N. 25<sup>o</sup> E. 6.2 perches to a stone N.88<sup>o</sup> E.2 perches to a stone; S.20<sup>o</sup> E.6 perches to a stone; and N.38<sup>o</sup> E. 20 perches to the place of beginning.



Now, therefore, this Indenture Witnesseth: That the said grantor s as

well for and in consideration of the sum of One Dollar (\$1.00) lawful money unto them well and truly paid by the grantees at and before the sealing and delivery of this indenture, the receipt whereof is hereby acknowledged, do hereby give and grant to the said grantees, and their successors and assigns, the full, free and uninterrupted right, liberty and privilege to place, renew, relocate, operate and maintain on, over, under and across the said premises, and the various highways now existing or subsequently established, intersecting and abutting said premises, such facilities as shall be necessary to supply the grantor s and the other owners, tenants and occupiers of said premises, and those adjacent thereto, with electricity, gas and telephone service, together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees to the extent deemed necessary by said grantees to provide sufficient clearance for the protection of the aforesaid facilities; and together with the right to attach said facilities to the buildings erected or to be erected on said premises.

Under and Subject to the condition that the facilities shall be placed at convenient locations on the said premises, and should the facilities of either of the said grantees, outside the limits of the said highways, interfere with improvements or alterations to buildings thereon erected, the owner of such facilities shall, at its own expense, relocate same on the aforesaid premises so as to avoid such interference.

In Witness Whereof, the said grantor s have duly executed this indenture on the day and date first above written.

WITNESS: [Signature] [Signature] (SEAL)

WITNESS: [Signature] [Signature] (SEAL)

COMMONWEALTH OF PENNSYLVANIA } ss.  
COUNTY OF Chester

On this, the 20th day of June, 1955, before me, John H. Eshleman and Marie B. Eshleman, the undersigned officer, personally appeared his wife,

known to me (or satisfactorily proven) to be the person s whose name s 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.

[Signature]  
Notary Public

Recorded in the Office for Recording of Deeds, &c, in and for Chester County Pennsylvania, in Book 105 Page 496 &c.  
Witness my hand & Seal of Office this 21st day of June Anno Domini 1955 at 2.11 P.M.  
Recorder of Deeds

WKS-277

P44558

JAN 27 1 33 PM '76

RECORDED & INDEXED  
CHESTER COUNTY

UNDERGROUND GRANT  
Form 2683 (3-74)

Received of The Bell Telephone Company of Pennsylvania, the sum of ONE Dollar(s) (\$ 1.00 ), in consideration of which the undersigned hereby grants unto the said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, and to supplement, operate and maintain communication lines (including distribution laterals connected to said lines) consisting of but not limited to such conduits, manholes, cables, wires, loading coil cases, pedestals, terminals, and other appurtenances as the grantee may from time to time require, on, under, along and across OUR land, said land being located AT BEECHWOOD CAMP GROUNDS BEECHWOOD & CAROL RDS.

TOWNSHIP OF W. BRANDSWINE COUNTY OF CHESTER  
with the right of access over said land to construct and maintain said underground line and appurtenances thereto by the most reasonable means; and to permit others to use facilities constructed hereunder, with the further right to lease and/or convey any part or all the rights hereunder to an electric light, power or other company for the purpose of the transmission and distribution of electric energy or communication signals.

BULK L.L. PHONE CABLE  
PEDESTAL TERMINAL

IN WITNESS WHEREOF WE have hereunto set OUR hand(s) and seal(s) this 7th day of NOVEMBER, A.D. 19 75  
of BEECHWOOD CAMP GROUNDS BEECHWOOD & CAROL RDS. (Post Office Address)

WITNESS OR ATTEST:  
James C. Clark

George C. Robinson (Seal)  
Lendowner

Martha A. Robinson (Seal)  
Lendowner



JAMES C. CLARK R/W REP. 315 334

GEORGE C. ROBINSON  
MARTHA A. ROBINSON H/W

(Corporation Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA )  
 COUNTY OF \_\_\_\_\_ ) ss

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

before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared \_\_\_\_\_, who acknowledged himself (herself) to be \_\_\_\_\_ of \_\_\_\_\_, a corporation,

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

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

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

\_\_\_\_\_  
 NOTARY PUBLIC

(Individual Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA )  
 COUNTY OF DELAWARE ) ss

On this 7<sup>TH</sup> day of NOVEMBER, A.D. 1975

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

GEORGE C. ROBINSON & MARTHA A. ROBINSON

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

that the same might be recorded as such.

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

TELEPHONE CO. OF PA  
 JAMES O. CLARK  
 U.S. ROUTE 1  
 CHADDS FORD, PA. 19317

*J. James O. Clark*  
 RECORDER OF DEEDS  
 Rec. in Chester Co. Pa. in  
 Misc. Bk. 315 Page 334 315 335

*J. James O. Clark*  
 NOTARY PUBLIC  
 REC'D & FILED, NOTARY PUBLIC  
 CHESTER, PENNSYLVANIA  
 MY COMMISSION EXPIRES SEP. 16, 1976  
 Number, Paragraph and Association of Notaries

845

PAY \$58  
WAR 63-297

APR 11 10 21 AM '79

RECORDED & INDEXED  
FEB 28 1979

Approved:

UNDERGROUND GRANT  
Form 2863 (11/21) TCU

Received of The Bell Telephone Company of Pennsylvania, the sum of ONE Dollar(s) (\$ 1.00), in consideration of which the undersigned hereby grants unto the said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, and to supplement, operate and maintain communication lines (including distribution laterals connected to said lines) consisting of but not limited to such conduits, manholes, cables, wires, loading coil cosses, pedestals, terminals, and other appurtenances as the grantee may from time to time require, on, under, along and across OUR land, said land being located ON BECKWOOD DRIVE (ON RITE 297) TOWNSHIP OF WEST BRUNSWICK COUNTY OF NEW JERSEY with the right of access over said land to construct and maintain said underground line and appurtenances thereto by the most reasonable means; and to permit others to use facilities constructed hereunder, with the further right to lease and/or convey any part or all the rights hereunder to an electric, light, power or other company for the purpose of the transmission and distribution of electric energy or communication signals.

IN WITNESS WHEREOF, WE have hereunto set OUR hand(s) and seal(s) this 16 day of MARCH, A.D. 1922  
at 125 BRUNSWICK ST BRUNSWICK NJ 07002  
(Post Office Address)

WITNESS OR ATTEST:  
Donald J. Smith

George Robinson (Seal)  
GEORGE ROBINSON  
Martha J. Robinson (Seal)  
MARTHA J. ROBINSON (Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

L 438 480

(Corporate Acknowledgment)  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_ ) ss

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

before me, His Notary Public for the Commonwealth of Pennsylvania, personally appeared \_\_\_\_\_ who acknowledged himself (herself) to be

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

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

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

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

NOTARY PUBLIC

56148

(Individual Acknowledgment)  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CHESTER ) ss

On this 16th day of MARCH A.D. 1979

before me, His Notary Public for the Commonwealth of Pennsylvania, personally appeared the above-named \_\_\_\_\_

and in due form of law acknowledged the foregoing instrument for the purpose therein stated to be (his) (her) act and deed, and that the same might be recorded as such.

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

Rec. in Chester Co. Pa. in

Misc. bk. 438 Page 480 438 481

JAMES C. CLARK  
NOTARY PUBLIC  
EPSCOPHAM ESTATES, DELAWARE COUNTY  
MY COMMISSION EXPIRES MAY 25, 1981  
Notary, Pennsylvania Association of Notaries

BELL TELEPHONE CO. OF PA.  
BERNARD J. GROSS  
U.S. ROUTE 1  
CHAOS FORD, PA. 19317

*Affidavit filed*

DEED OF DEDICATION

THIS INDENTURE made the 14th day of December, A. D., 1962, between JOHN H. ESHLEMAN and MARIE B. ESHLEMAN, his wife, CHARLES J. NICKLE and HELEN I. NICKLE, his wife, JAMES R. MEARS and FREDELYN B. MEARS, his wife, JAMES E. SNYDER and JOYCE W. SNYDER, his wife, DANIEL D. SCARINGI and MARY E. SCARINGI, his wife, HARRY G. CLAYTON and ELAINE E. CLAYTON, his wife, HARVEY R. McCAULEY and HELEN M. McCAULEY, his wife, EDMOND C. ZIEMAK and JEAN M. ZIEMAK, his wife, HARRY R. BRYANT and ALICE M. BRYANT, his wife, JOHN R. PAULUKINAS and JOANN R. PAULUKINAS, his wife, J. WILLIAM GREENFIELD and BARBARA A. GREENFIELD, his wife, JAMES E. RICE and CATHERINE S. RICE, his wife, WILLIAM M. BATTEIGER and LOIS H. BATTEIGER, his wife, KATHERINE BATTEIGER FITZGERALD and LEONARD FITZGERALD, her husband, VERNON D. STUMP, JR. and JACQUELYN S. STUMP, his wife, JOHN H. ESHLEMAN and IDA S. ESHLEMAN, his wife, THALIA C. WHITESIDE, unmarried, EDWARD L. DOMBROWSKI and MARY T. DOMBROWSKI, his wife, JOHN STECZAK and RUTH A. STECZAK, his wife, JAMES T. WIKE and ELAINE M. WIKE, his wife, DENIS M. ANTOINE and LEONE ANTOINE, his wife, C. HERBERT WARNER and ANNE M. WARNER, his wife, RONALD A. RAMBO, SR. and KATHRYN R. RAMBO, his wife, JAMES R. HAMILL and MERCEDES S. HAMILL, his wife, HOWARD E. BURNITE and JANET E. BURNITE, his wife, RALPH A. GUISEPPE and EMMABELLE GUISEPPE, his wife, RICHARD SCULLY, III and ARLENE N. SCULLY, his wife, JOHN P. GAINOR and JEAN R. GAINOR, his wife, and ELIZABETH E. GODRA, unmarried, of the Township of West Brandywine, County of Chester and State of Pennsylvania, of the one part (hereinafter called the Grantors) and

THE TOWNSHIP OF WEST BRANDYWINE, of the same place, of the other part (hereinafter called the Grantee).

WITNESSETH: That the said Grantors, for and in consideration of the advantage to them accruing as well as for diverse other considerations affecting the public welfare which they seek to advance, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns.

BOOK D35 538

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MAY 7 9 29 AM '63

RECORDER OF DEEDS  
CHESTER CO. PA.

3-76003  
M

100-4120

74-33738710

PA6762

W/7 44-524



WITNESSETH, That the said Grantors, for and in consideration of the advantage to them accruing as well as for divers other considerations affecting the public welfare which they seek to advance, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and assigns,

ALL THOSE CERTAIN five tracts of land situate in the Township of West Brandywine, County of Chester and State of Pennsylvania, bounded and described as follows:

TRACT NO. 1. Description of a 40 foot wide road known as "Old Spring Road" at "Friendship Village" situated in West Brandywine Township, Chester County, Pennsylvania and described according to a layout made by D. H. Rogers, R. S., June 17, 1960.

BEGINNING at an iron pin at the intersection of the center lines of Reeceville Road (L. R. No. 15121) and Old Spring Road or North 34 degrees, 31 minutes West for a distance of 412.63 feet from another iron pin marking the intersection of the south property line of John H. Eshleman with the center line of Reeceville Road (L. R. No. 15121) which is 40 feet wide; thence along the center line of a 40 foot wide street known as Old Spring Road, South 62 degrees, 05 minutes, 20 seconds West for a distance of 245.98 feet to a point; thence by a curve turning toward the right having a radius of 194.09 feet, the bearing of the P. C. to the P. T. being South 76 degrees, 40 minutes, 40 seconds West for a distance of 97.78 feet to a point; thence continuing along the center line of a 40 foot wide, Old Spring Road, North 88 degrees, 44 minutes West for a distance of 454.00 feet to the center line of Old Willow Road; thence continuing on the center line of Old Spring Road South 87 degrees, 53 minutes, 20 seconds West for a distance of 20 feet to the projected West line of Old Willow Road (40 foot wide).

TRACT NO. 2. Description of a 40 foot wide road known as "Beechwood Drive" at "Friendship Village" situated in West Brandywine Township, Chester County, Pennsylvania, and described according to a layout made by the Chester Valley Engineers, Inc., April 26, 1957.

7A  
124 PWS  
BEGINNING at a point at the center line of Reeceville Road (L. R. No. 15121), said point is (1) North 34 degrees - 31 minutes West for a distance of 442.63 feet and (2) North 38 degrees - 21 minutes West for a distance of 297.30 feet from an iron pin marking the intersection of the south property line of John H. Eshleman and the center line of Reeceville Road (L. R. No. 15121) which is 40 feet wide; thence along the center line of Beechwood Drive (40 feet wide) North 51 degrees - 39 minutes East for a distance of 400 feet to a point and then by a curve turning toward the left having a radius of 86.28 feet, the bearing of the P. C. to the P. T. being North 24 degrees - 06 minutes - 15 seconds East

for a distance of 82.96 feet to a point and thence along the center line of the 40 foot wide Beechwood Drive North 03 degrees - 26 minutes - 30 seconds West for a distance of 181.37 feet to the center line of Carol Lane; thence North 02 degrees - 57 minutes and 50 seconds West for a distance of 20 feet to the North line of Carol Lane.

TRACT NO. 3. Description of a 40 foot wide road known as "Homestead Road" at "Friendship Village" situated in West Brandywine Township, Chester County, Pennsylvania and described according to a layout made by the Chester Valley Engineers, Inc., April 26, 1957.

BEGINNING at a point marking the intersection of the center lines of Homestead Road and Reeceville Road (40 feet wide), said point being North 38 degrees and 21 minutes West for a distance of 400 feet from the intersection of the center line of Reeceville Road (L. R. No. 15121) and the center line of Beechwood Drive (40 feet wide); thence going along the center line of Homestead Road, North 51 degrees - 39 minutes East for a distance of 200 feet to a point and then by a curve turning toward the left having a radius of 67.10 feet, the bearing of the P. C. to the P. T. being North 24 degrees - 06 minutes - 15 seconds East for a distance of 62.06 feet to a point on the projected north line of Carol Lane (40 feet wide) or 20 feet north of the center line of Carol Lane.

TRACT NO. 4. Description of a 40 foot wide road known as "Carol Lane" at "Friendship Village" situated in West Brandywine Township, Chester County, Pennsylvania and described according to a layout made by the Chester Valley Engineers, Inc., April 26, 1957.

BEGINNING at a point at the intersection of the center lines of Homestead Road and Carol Lane, said point being North 51 degrees - 39 minutes East for a distance of 200 feet and North 31 degrees - 13 minutes 20 seconds East for a distance of 46.84 feet from the center line of Reeceville Road (L. R. No. 15121) 40 feet wide; thence along the center line of a 40 foot wide Carol Lane, North 86 degrees - 33 minutes - 30 seconds East for a distance of 383.19 feet to a point at the west line of Beechwood Drive (40 feet wide).

TRACT NO. 5. Description of a 40 foot wide road known as "Old Willow Road" at "Friendship Village" situated in West Brandywine Township, Chester County, Pennsylvania, and described according to a layout made by D. H. Rogers, R. S., June 6, 1961.

BEGINNING at a point on the center line of Reeceville Road (L. R. No. 15121), said point from the center line of Friendship Road being (1) South 52 degrees - 59 minutes East for a distance of 98.58 feet, and (2) South 69 degrees - 17 minutes East for a distance of 100 feet and (3) South 73 degrees - 54 minutes East

for a distance of 115 feet to said point; thence leaving the center line of Reeceville Road (40 feet wide) South 36 degrees - 03 minutes - 10 seconds West for a distance of 236.86 feet to a point; thence by a curve turning toward the left having a radius of 144.54 feet for a distance of 96.28 feet, the bearing of the P. C. to the P. T. being South 16 degrees - 58 minutes - 10 seconds West for a distance of 94.51 feet to a point; thence along the center line of a 40 feet wide Old Willow Road South 02 degrees - 06 minutes - 40 seconds East for a distance of 588 feet to the north line of Old Spring Road.

TO HAVE AND TO HOLD, the said lots or pieces of ground above described unto the said Grantee, to and for the only proper use and behoof of said grantee, its successors and assigns forever, as and for a public street or highway and for no other use or purpose whatsoever and to the same extent and with the same effect as if the said street had been opened by a Decree of the Court of Quarter Sessions of the Peace for the County of Chester, after proceedings duly had for that purpose under and in pursuance of the Road Laws of the Commonwealth of Pennsylvania.

And the said Grantors, for themselves, their heirs, executors and administrators, BY THESE PRESENTS, covenant, promise and agree to and with the said grantee, its successors and assigns, that neither the grantors nor their heirs, executors, and administrators, shall nor will at any time hereafter, ask, demand, or recover or receive of or from the said grantee, its successors and assigns any sum or sums of money as and for damages for or by reason of the physical grading of said street to the grade as now established, and if such grade shall not be established at the day of the date of these presents that neither the said grantors, nor their heirs, executors and administrators, shall nor will at any time thereafter ask, demand, recover or receive any such damage by reason of the physical grading of said Streets to conform to the grade as first thereafter established or confirmed by the said Board of Supervisors of the Township of West Brandywine, grantee.

And the said Grantors, for themselves, their heirs, executors and administrators do by these presents further covenant, promise and agree to and with said grantee, its successors, and assigns, that the said lots of ground above described unto the said grantee, its successors and assigns, against them the said grantors, their heirs and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under him, her, them, it or any of them, SHALL AND WILL, warrant and forever defend.

IN WITNESS WHEREOF, the said Grantors have caused these presents to be duly executed, the day and year first above written.

Sealed and Delivered  
In the presence of:

*John H. Eshleman*

*John H. Eshleman* (SEAL)  
John H. Eshleman

*Marie B. Eshleman* (SEAL)  
Marie B. Eshleman

BOOK D 35 PAGE 541

*Pharm. Agency*

- Charles A. Nickle (SEAL) +
- Charles J. Nickle
- Helen L. Nickle (SEAL) +
- Helen L. Nickle
- James R. Mears (SEAL) +
- James R. Mears
- Fredelyn B. Mears (SEAL) +
- Fredelyn B. Mears
- James E. Snyder (SEAL) +
- James E. Snyder
- Joyce W. Snyder (SEAL) +
- Joyce W. Snyder
- Daniel D. Scaringi (SEAL) +
- Daniel D. Scaringi
- Mary E. Scaringi (SEAL) +
- Mary E. Scaringi
- Harry G. Clayton (SEAL) +
- Harry G. Clayton
- Elaine E. Clayton (SEAL) +
- Elaine E. Clayton
- Harvey R. McCauley (SEAL) +
- Harvey R. McCauley
- Edmond C. Ziemak (SEAL) +
- Edmond C. Ziemak
- Jean M. Ziemak (SEAL) +
- Jean M. Ziemak
- Helen M. McCauley (SEAL) +
- Helen M. McCauley
- Harry R. Bryant (SEAL) +
- Harry R. Bryant
- Alice M. Bryant (SEAL) +
- Alice M. Bryant
- John R. Paulukinas (SEAL) +
- John R. Paulukinas
- Joann R. Paulukinas (SEAL) +
- Joann R. Paulukinas
- William Greenfield (SEAL) +
- William Greenfield
- Barbara A. Greenfield (SEAL) +
- Barbara A. Greenfield
- James E. Rice (SEAL) +
- James E. Rice
- Catherine S. Rice (SEAL) +
- Catherine S. Rice
- William M. Battelger (SEAL) +
- William M. Battelger
- Lois Battelger (SEAL) +
- Lois Battelger
- Katherine B. Fitzgerald (SEAL) +
- Katherine B. Fitzgerald
- Leonard Fitzgerald (SEAL) +
- Leonard Fitzgerald

*Under Offer*

*Hann Stump*

- Vernon D. Stump, Jr.* (SEAL) +
- Jacquelyn S. Stump* (SEAL) +
- John H. Eshleman* (SEAL) +
- Ida S. Eshleman* (SEAL) +
- Thalia C. Whiteside* (SEAL) +
- Edward L. Dombrowski* (SEAL) +
- Mary T. Dombrowski* (SEAL) +
- John Steczak* (SEAL) +
- Ruth A. Steczak* (SEAL) +
- James T. Wike* (SEAL) +
- Elaine M. Wike* (SEAL) +
- Dennis M. Antoine* (SEAL) +
- Leone Antoine* (SEAL) +
- C. Herbert Warner* (SEAL) +
- Anne M. Warner* (SEAL) +
- Ronald A. Rambo, Sr.* (SEAL) +
- Kathryn R. Rambo* (SEAL) +
- James R. Hamill* (SEAL) +
- Mercedes S. Hamill* (SEAL) +
- Howard E. Burnite* (SEAL) +
- Janet E. Burnite* (SEAL) +
- Elizabeth E. Godra* (SEAL) +
- Ralph A. Guiseppe* (SEAL) +
- Richard Scully, III* (SEAL) +
- Emmabelle Guiseppe* (SEAL) +
- Arlene N. Scully* (SEAL) +
- John P. Gainor* (SEAL) +
- Jean R. Gainor* (SEAL) +

*William D. Jella*

*Harmon A. Stroup*

*Elizabeth E. Godra* (SEAL)  
Elizabeth E. Godra

STATE OF PENNSYLVANIA

SS:

COUNTY OF CHESTER

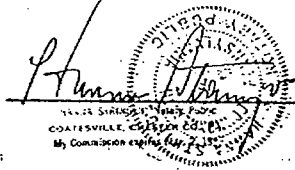
On this 14th day of December, A. D. 1962, before me, the undersigned officer, personally appeared John H. Eshleman and Marie B. Eshleman, his wife, Charles J. Nickle and Helen L. Nickle, his wife, James R. Mears and Fredelyn B. Mears, his wife, James E. Snyder and Joyce W. Snyder, his wife, Daniel D. Scaringi and Mary E. Scaringi, his wife, Harry G. Clayton and Elaine E. Clayton, his wife, Harvey R. McCauley and Helen M. McCauley, his wife, Edmond C. Ziemak and Jean M. Ziemak, his wife, Harry R. Bryant and Alice M. Bryant, his wife, John R. Paulukinas and Joann R. Paulukinas, his wife, J. William Greenfield and Barbara A. Greenfield, his wife, James E. Rice and Catherine S. Rice, his wife, William M. Batteiger and Lois H. Batteiger, his wife, Katherine Batteiger Fitzgerald and Leonard Fitzgerald, her husband, Vernon D. Stump, Jr. and Jacquelyn S. Stump, his wife, John H. Eshleman and Ida S. Eshleman, his wife, Thalia C. White-side, unmarried, Edward L. Dombrowski and Mary T. Dombrowski, his wife, John Steczak and Ruth A. Steczak, his wife, James T. Wike and Elaine M. Wike, his wife, Denis M. Antoine and Leone Antoine, his wife, C. Herbert Warner and Anne M. Warner, his wife, Ronald A. Rambo, Sr. and Kathryn R. Rambo, his wife, James R. Hamill and Mercedes S. Hamill, his wife, Howard E. Burnite and Janet E. Burnite, his wife, Ralph A. Guisepe and Emmabelle Guisepe, his wife, Richard Scully, III and Arlene N. Scully, his wife, John P. Gainor and Jean R. Gainor, his wife, and Elizabeth E. Godra, unmarried, 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.

I hereby certify that the actual consideration in the within deed is not in excess One hundred dollars.

*Harmon A. Stroup*  
Secretary-Treasurer  
West Brandywine Twp.  
19381

I hereby certify that the precise contents of the within-named grantee

*Secretary*  
*West Brandywine Twp.*  
*735 Reconciling Rd.*  
*Coatesville, Pa.*



Rec. in Ches. Co. in Deed Bk  
D35 Page 538

ESCK D35 PAGE 544

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RIGHT OF WAY AND EASEMENT AGREEMENT

AGREEMENT made this 30TH day of DECEMBER, 1996, between  
ASK Holding Co., Trading as Beechwood Campground  
(hereinafter called "Grantor")

and Friendship Water Company

and/or it's assigns (hereinafter called "Grantee").

WHEREAS, Grantor is the owner of all that certain property situate in  
West Brandywine Township, Chester County, Pa located on  
East Reeceville Road  
the property known as Chester County Tax Parcel 29-7-120 (the "property"); and

WHEREAS, Grantee, a public Water Company, is ready, willing and able to serve the Property  
and other properties subject to extension of it's distribution system, and installation of required  
equipment;

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

(1) Grantor, for and in consideration of One Dollar in hand paid by Grantee, the receipt  
whereof is hereby acknowledged, hereby grants to Grantee, its successors and/or assigns  
forever hereafter, the full, free and uninterrupted right, liberty and privilege to lay, construct,  
maintain, operate, repair, alter and replace underground water mains and valves, fittings, and  
appurtenant facilities within a 20 feet wide area being 10 feet either side of any line as first laid  
on property, solely for the purpose of supplying the tenants and occupants of the Property and  
other properties water service, together with all other rights and benefits necessary for the full  
enjoyment or use of the rights herein granted, including but without limiting the same to free and  
full right of ingress, egress and regress to and across the Easement Area and the right from time  
to time to trim out and remove any trees, undergrowth and other obstructions that may injure,  
endanger, or interfere with the laying, construction, maintenance, operating, repairing, altering or  
replacing of such underground mains (and valves, fittings and appurtenant facilities), and the  
right to maintain depth of cover of same.

(2) Grantee agrees to do as little damage as is possible in the exercise of rights hereunder, and  
shall restore the surface of the ground, as weather permits, to its prior condition by refilling  
trenches with excavated soil materials and grading and seeding disturbed areas. Any blacktop  
areas excavated shall be properly repaired as weather permits.

(3) Grantee, its successors and assigns, shall, at Grantor's request, supply water service at its  
regular tariff rates and rules as are in effect from time to time after Grantee's mains have been  
extended to or through the Property.

(4) Grantor shall have the right to connect the Property to the water line at any time in the  
future at no cost for connection or tapping fees to grantor.

(5) On initial installation Grantee shall stake the line to be layed for review of Grantor.

(6) Grantor will locate and mark all underground utilities.

(7) This agreement and the covenants and provisions herein shall be deemed to be covenants running with the land. The provisions herein shall insure the benefit of and shall be binding upon the parties hereto, their heirs, successors, personal representatives and assigns.

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

WITNESS OR ATTEST

Attest: *[Signature]* (SEAL)

FOR: FRIENDSHIP WATER COMPANY

BY: *[Signature]* (SEAL)  
(PRESIDENT)

FOR: ASK HOLDING CO., TRADING AS  
BEECHWOOD CAMPGROUND

BY: *[Signature]* (SEAL)  
(SOLE OWNER)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

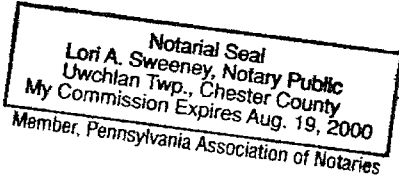
\_\_\_\_\_ (SEAL)



STATE OF *Pennsylvania*  
COUNTY OF *Chester*

On this the *30th* day of *December*, 19*96*, before me, the undersigned officer, personally appeared *FREDERICK B. ANDERSON JR. (AS SOLE OWNER)* known to me (or satisfactorily proven) to be the person whose name *is* subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



*Lori Sweeney* \_\_\_\_\_ SEAL

STATE OF  
COUNTY OF

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

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

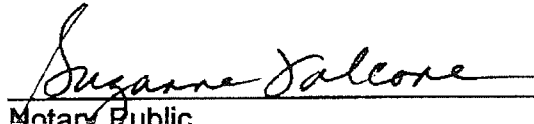
\_\_\_\_\_ SEAL

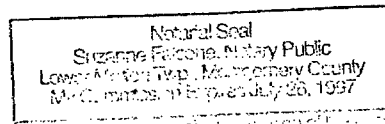
State of: Pennsylvania

County of: Montgomery

On this 30th day of December, 1996, before me a Notary Public in and for the State and County aforesaid, personally appeared ~~Dave~~ Dave Ericsson known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

  
Notary Public

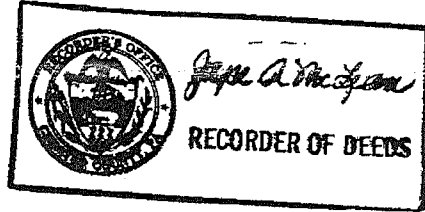


(NOTARIAL SEAL)

\* DAVE ERICSSON IS PRESIDENT OF FRIENDSHIP WATER COMPANY

INSTRUMENT  
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microfilming

BK 4 | 28 PG 2368



1920

DATE: 01/10/1997 TIME: 01:13P INST NO.: 1920

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	000920	TYPE DOC :	MISC
REC FEE	:		13.00
LDC RTT	:		0.00
ST RTT	:		0.00
WRIT TAX	:		0.50

RETURN TO

Phila Suburban Water Co.  
762 W. Lancaster Ave.  
Bryn Mawr, Pa. 19010-3489.

BK4128PG2369

786  
RD

**CONTRACT, EASEMENT AND RIGHT-OF-WAY AGREEMENT**

THIS EASEMENT AND RIGHT-OF-WAY is made this Oct. 2, 1991,  
by Beechwood Campground, Mr. & Mrs. Krugel, Jr. (Grantor),  
and Travelers Cable Communications Inc., Mr. & Mrs. Anderson, Jr. (Grantee).

WHEREAS, the Grantor is the owner of all that certain lot or piece of ground together with the buildings and improvements attached hereto and made a part hereof (The "Property") and

WHEREAS, the grantee requires the right, privilege, easement and Right-Of-Way to have access under, across and over the property to construct, install, operate, repair and maintain all equipment necessary to provide cable television reception and for ingress, egress and regress to the location of any equipment so placed on the property.

NOW, THEREFORE, the parties hereto in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration of the preambles hereof, do hereby agree, intending to be legally bound as follows:

The Grantor does hereby give, grant, and convey unto the Grantee, its successors and assigns, the exclusive, and unconditional easement and free and uninterrupted and unobstructed right-of-way in, under, across and over the Property of the Grantor, and to permit the construction, installation, operation, repair, and maintenance of the facilities for a cable television service system including, but not limited to, wires, poles, cables, satellite dishes, conduits, both underground and overhead, and all other equipment to be installed from time to time (collectively called "Equipment") by the repair, addition to, enlargement, removal or disconnection of, and the provision of electric service to, the Equipment and for ingress, egress, and regress to the location of any Equipment so placed on the Property. Notwithstanding any other provision herein, it is agreed that all installation shall be underground.

Together with the right of Grantee, its agents, successors, and assigns, to enter in and upon the aforesaid Easement and Right-of-Way with men and machinery, vehicles and materials, at any time and at all times for the purpose of constructing, installing, operating, soliciting, repairing and maintaining a cable television system and for doing anything necessary, useful or convenient for the enforcement of this Easement and Right-of-Way herein stated and granted.

JBR  
RB

TO HAVE AND TO HOLD, the above granted Easement and Right-of-way unto the said Grantee, its agents, successors and assigns forever.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is seized of the property hereby subjected to the Easement and Right-of-Way and has good title to convey the same, and
- 2: that the Grantee shall quietly enjoy the Easement and Right-of-Way and has good title to convey the same, and
3. As long as the contract remains, the Grantor shall not grant any easement rights to any other cable television service entities.

That neither Grantor nor anyone else acting on Grantor's behalf may tamper with, alter or remove any of the Equipment.

The Easement and Right-of-Way hereby granted is so granted and subject other following stipulations, covenants, and conditions which shall constitute a covenant binding upon the Property and shall run with the land and shall inure to the benefit of the Grantor as owner of the Property burdened by the Easement and Right-of-Way and its tenants, guests, invites, occupants, successors and assigns. It is further agreed by Grantor and Grantee:

4. That Grantee will repair and correct promptly, without charge to the Grantor, any and all water lines, sewage lines and electric lines that might be damaged or made inoperative as a result of the construction of the aforementioned cable television system.

5. In 1991, and every year thereafter, Grantor will include the T.V. rate of:

$\frac{\$28}{mo} \times 6 = \$168$  for seasonal occupants  
 $\$1.75$  per night, nightly occupants  
 into the site fees. This will make Cable T.V. mandatory for all occupants. Grantor agrees to pay Grantee on May 17 for all seasonal occupants and 10 days after each month for the transients, and for seasonals as they subsequently arrive.

6. Grantee will pay Grantor 25% on all gross collections for assisting in the cable hook-ups and in the collection process.

FBA  
KB

7. Grantee agrees not to raise the subscription rates by more than the any nominal increases in programming cost and by the inflation rate (C.P.I.) of the previous year. If Grantee does not raise rates this full amount in any one year, Grantee has the right to accumulate increase not taken in past years and apply it in future years. Grantor agrees to pay late charges of 1.5% monthly on all late payments. It is agreed that any increase in programming cost shall be conveyed by the grantor to the Grantee and Grantor shall have the option to exclude that program or programs at any time during the term of this contract.

8. Grantor will allow Grantee the right to verify all subscription counts that the property reports by access to any written documentation that might aid to the endeavor.

9. Except in the case of Grantee's gross negligence or willful misconduct, Grantee shall not be responsible for the loss, interruption, or poor quality of any signals for reasons beyond the control of the Grantee including, but not limited to, the loss of any satellite or any transponder or the cessation of the broadcaster or transmitter thereof, or the refusal of any programming service to provide such signals to Grantee.

10. Grantor understands and agrees that the Grantee is merely facilitating access to satellite delivered programming and is not responsible for the content, selection, scheduling, substitution, or withdrawal of any particular programs to be provided by any particular signal.

11. Grantee will decide what programming is available, and this may be subject to change from year to year.

12. Grantee will make all decisions concerning refunds to campers.

13. Grantor takes full responsibility for contents displayed on the park channel including any interaction with a V.C.R. or copyrighted materials. Grantee does, however, reserve the right to use the park channel for Grantee's purposes.

14. Grantee will pay Grantor 35% on all Seasonal collections in 1992.

15. Grantee will provide a minimum of 12 channels.

BK3164PG269

*J.B.*

If Grantee fails to pay Grantor by the 15th of each month Grantee agrees to pay a late charge of 1.5%. In addition to the late charge, if Grantee has not paid Grantor by the first of the next month, Grantor may offset the amount due from Grantor (plus late charges) against any payment obligations of Grantee.

16. Grantor may terminate this contract with written notice to Grantee in the event Grantee defaults under the terms of this contract and fails to cure that default within 80 days after notice from Grantor.

BK 3164 PG 270

FBC  
RIS

SEE NEXT  
PAGE

EXHIBIT "A"

Legal Description of See next Page

---

The legal description of the Property, (as provided by the owners), is as follows:

Block Number:	Lot:
Land Description:	Qualification:
Block Number:	Lot:
Land Description:	Qualification:

BK 3164 PG 271



EXHIBIT "A"

JBA  
R/S

ALL THAT CERTAIN tract of land, together with the improvements thereon erected, SITUATE in West Brandywine Township, Chester County, Pennsylvania, bounded and described according to a survey made by Edgar Laub, Registered Surveyor made January 6, 1971, as follows, to wit:

BEGINNING at a corner of lands of William Batchelor and Thomas A. Taylor; THENCE by land of Thomas A. Taylor, South 03 degrees 29 minutes 10 seconds East, 97.17 feet to a corner of Lot #71; THENCE by said Lot #71 and Lots 65, 64 and 63, South 86 degrees 33 minutes 30 seconds West, 603.71 feet to the center of Old Homestead Road; THENCE by said Old Homestead Road center, North 03 degrees 26 minutes 30 seconds East, .01.79 feet; THENCE, by Lot #62, South 86 degrees 33 minutes 30 seconds West, 200.13 feet to a corner of Lot #14; THENCE by Lot #14, North 03 degrees 46 minutes West, 200.00 feet; THENCE still by Lot #14, South 86 degrees 14 minutes West, 200.00 feet to the center of Mansion Road; THENCE by said road a chord South, 30 degrees 05 minutes 50 seconds West, 66.62 feet (said chord having a radius of 56.35 feet, and an arc of 71.28 feet by said road); THENCE still by Mansion Road center, South 66 degrees 20 minutes West, 08.12 feet, and corner of Lot #18 THENCE by Lots #18, 19, 20, 21, 22, 23, 24 and 25, North 23 degrees 40 minutes West, 834.70 feet; THENCE by, now or late, George Sheeler, North 87 degrees 05 minutes East, 607.83 feet; THENCE still by George Sheeler, North 04 degrees 38 minutes 30 seconds East, 1,282.88 feet; THENCE by George Sheeler, North 86 degrees 23 minutes 40 seconds East, 528.00 feet; THENCE by George Sheeler North 00 degrees 51 minutes 20 seconds West 66.00 feet to a point in Hibernia Road; THENCE by said road, North 86 degrees 23 minutes 40 seconds East, 207.90 feet; THENCE by lands of William Batchelor, South 03 degrees 55 minutes 10 seconds East, 2,171.83 feet to the point of beginning.

CONTAINING 45.39 acres, more or less.

TOGETHER with a right of way 33.00 feet wide, 200.00 feet long between Lots #23 and 24 to Reeseville Road.

BEING the same premises which George C. Robinson, et ux, by Deed dated March 19, 1985 and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, in Deed Book L-80, Page 215, granted and conveyed unto A.S.K. Holding Company, a partnership, t/a Beechwood Campground, mortgagors herein, in fee.

IN WITNESS WHEREOF, the undersigned have executed this Contract and Right-of-Way Agreement on the day and year first above written.

J88  
RB

By Shirley Kuegel Grantor Dated 10-3-91  
By Deborah K. Anderson Grantor Dated 10-3-91  
By Francis R. Kuegel Jr. Grantor Dated 10-24-91  
By Frederick B. Anderson Jr. Grantor Dated 10/1/91  
By Russell Bell Grantor Dated 10-1-91

BE IT REMEMBERED, that on this 12 day of OCT, in the year of our Lord one thousand nine hundred and 91 before me, the subscriber personally appeared, RUSSELL BELL POES

Grantor's Seal

(Name and title of officer) of TRAVELERS CABLE COMMUNICATIONS INC., who I am satisfied is the person who signed the within instrument and he acknowledged that he signed, sealed with the corporate seal of the corporation and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation made by virtue of a Resolution of its Board of Directors.

KIRK A. SMITH  
Printed Name  
NOTARIAL SEAL  
KIRK A. SMITH, NOTARY PUBLIC  
CALN TOWNSHIP CHESTER COUNTY  
MY COMMISSION EXPIRES FEB 13, 1993

[Signature]  
Signature  
Notary Public Of PENNA  
My Commission Expires 2/13/93

State of PENNA  
County of CHESTER

Member, Pennsylvania Association of Notaries  
BE IT REMEMBERED, that on this 12 day of OCT in the year of our Lord one thousand nine hundred and 1991, before me, DENISE KUEGL personally appeared, who, I am satisfied is the person mentioned in the above conveyance and acknowledged that she signed, sealed and delivered the same as such aforesaid, and that the within instrument is the voluntary act and deed of same, all of which is hereby certified.

Instrument Copy not legible for microfilming

KIRK A. SMITH  
Printed Name

[Signature]  
Signature  
Notary Public Of PENNA  
My Commission Expires 2-13-93

State of PENNA  
County of CHESTER

NOTARIAL SEAL  
KIRK A. SMITH, NOTARY PUBLIC  
CALN TOWNSHIP CHESTER COUNTY  
MY COMMISSION EXPIRES FEB 13, 1993

State of PENNA  
County of CHESTER

BE IT REMEMBERED, that on this 9<sup>th</sup> day of OCT in the year of our Lord one thousand nine hundred and 1991, before me, Deborah K. Anderson personally appeared, who, I am satisfied is the person mentioned in the above conveyance and acknowledged that she signed, sealed and delivered the same as such aforesaid, and that the within instrument is the voluntary act and deed of same, all of which is hereby certified.

KIRK A. SMITH  
Printed Name

[Signature]  
Signature  
Notary Public Of PENNA  
My Commission Expires 2/13/93

State of PA  
County of CHESTER

NOTARIAL SEAL  
KIRK A. SMITH, NOTARY PUBLIC  
CALN TOWNSHIP CHESTER COUNTY  
MY COMMISSION EXPIRES FEB 13, 1993

BE IT REMEMBERED, that on this 24<sup>th</sup> day of OCT in the year of our Lord one thousand nine hundred and 91, before me, FRANCIS R. KUEGL JR personally appeared, who, I am satisfied is the person mentioned in the above conveyance and acknowledged that he signed, sealed and delivered the same as such aforesaid, and that the within instrument is the voluntary act and deed of same, all of which is hereby certified.

KIRK A. SMITH  
Printed Name

[Signature]  
Signature  
Notary Public Of PENNA  
My Commission Expires CHESTER

NOTARIAL SEAL  
KIRK A. SMITH, NOTARY PUBLIC  
CALN TOWNSHIP CHESTER COUNTY  
MY COMMISSION EXPIRES FEB 13, 1993

State of PENNA  
County of CHESTER

BE IT REMEMBERED, that on this 15<sup>th</sup> day of OCT in the year of our Lord one thousand nine hundred and 91, before me, FREDERICK B. ANDERSON JR personally appeared, who, I am satisfied is the person mentioned in the above conveyance and acknowledged that he signed, sealed and delivered the same as such aforesaid, and that the within instrument is the voluntary act and deed of same, all of which is hereby certified.

KIRK A. SMITH  
Printed Name

[Signature]  
Signature  
Notary Public Of PENNA  
My Commission Expires 2/13/93

NOTARIAL SEAL  
KIRK A. SMITH, NOTARY PUBLIC  
CALN TOWNSHIP CHESTER COUNTY  
MY COMMISSION EXPIRES FEB 13, 1993

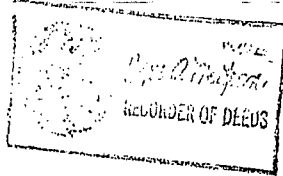
Member, Pennsylvania Association of Notaries

BK 3164 PG 273

032091

RECORDER OF DEEDS  
CHESTER COUNTY, PA

92 AUG 26 PM 2:31



#32091	
NFG	19.00
HTSC	19.00
WRIT TAX	0.50
SHRDL	19.50
CHECK	19.50
ITEM 2	
08-26-92 NED #0	PETER 6819 14:30TH

RETURN TO

*W Brandyone  
19.50  
CW*

*Travelers Cable T.V.  
610 McNaughton Ave  
Deptford, NJ  
08098*

8K3164PG274

**This Deed,** MADE this 23rd day of April in the year nineteen hundred and fifty-seven. **Between** JOHN H. ESHLEMAN and MARIE B. ESHLEMAN, his wife, of the Township of West Brandywine, County of Chester and State of Pennsylvania, (hereinafter called the Grantor's), and GRADY R. PRY and PATRICIA S. PRY, husband and wife, of the same place, (hereinafter called the Grantee's),

**Witnesseth,** That in consideration of Twelve thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee's, their heirs and assigns, as tenants by the entireties,

ALL THAT CERTAIN lot or parcel of land situate in West Brandywine Township, Chester County, Pennsylvania, being known as Lot No. 19 in the subdivision "Friendship Village" and being more fully described, to wit:

BEGINNING at a point in the center line of Reeseville Road, forty feet wide, said point being North twenty-three degrees forty minutes West along the center line of Reeseville Road, two hundred thirteen and thirty-six one-hundredths feet from the intersection of the center line of Reeseville Road and the center line of Friendship Road; thence from said point of beginning and along the center line of Reeseville Road North twenty-three degrees forty minutes West one hundred feet to a point, the southwest corner of Lot No. 20; thence along Lot No. 20 North sixty-six degrees twenty minutes East two hundred feet to a point in the line of land of John Eshleman; thence along the lands of John Eshleman, of which this was a part, South twenty-three degrees forty minutes East one hundred feet to a point, the northeast corner of Lot No. 18; thence along Lot No. 18, South sixty-six degrees twenty minutes West two hundred feet to a point, the place of beginning.

CONTAINING 20,000 square feet of land, be the same more or less.

BEING a part of the same premises which Elizabeth Marsden Bonbright, unmarried, and Eleanor Bonbright Thatcher and John H. Thatcher, her husband, by their deed dated January 31, 1955, and Recorded in the Office for Recording of Deeds in and for Chester County, Pa., in Deed Book W-25, Vol. 619, page 82, granted and conveyed unto John H. Eshleman and Marie B. Eshleman, his wife,

parties of the first part hereto, in fee.

This conveyance is made subject to the following limitations, reservations, restrictions and conditions which shall be construed as covenants running with the land:

1. The land conveyed shall be used for the erection of a single family residence only. Barns or structures other than the house shall not be permitted excepting a detached garage.

2. No horse, cow, hog, goat or similar animal shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon.

3. No business shall be conducted from said premises nor shall any signs be erected.



STATE ESTATE TRANSFER TAX  
PAID CRE \$ 2,000.00

*J. B. Gruff*

And the said Grantors do hereby covenant and agree to and with the said Grantee that they the Grantors, their heirs, executors and administrators, SHALL and WILL BY THESE PRESENTS WARRANT and forever DEFEND the heretofore above described premises, with the hereditaments and appurtenances, unto the said Grantee s, their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

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

Sealed and Witnessed  
IN THE PRESENCE OF

*Hanna Stringer*  
*John H. Eshleman*

*John H. Eshleman* SEAL  
John H. Eshleman  
*Marie B. Eshleman* SEAL  
Marie B. Eshleman  
SEAL  
SEAL



State of Pennsylvania  
County of Chester

On the 23rd day of April, 1957, before me the subscriber, a Notary Public, duly commissioned in and for the Commonwealth of Pennsylvania and in commission residing at Coatesville, Pa., the undersigned officer, personally appeared JOHN H. ESHLEMAN and MARIE B. ESHLEMAN, 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, and desired the same might be recorded as such.  
In Witness Whereof, I hereunto set my hand and official seal.

The address of the within-named Grantee  
is R. D. # 1, Coatesville, Pa.

*Hanna Stringer*  
On behalf of the Grantee

*Hanna Stringer*  
4-26-57  
HANNA STRINGER, Notary Public  
COATESVILLE, CHESTER CO., PA. 19380  
My Commission Expires Mar. 25, 1961  
Title of Office

Recorded in the Office for Recording of Deeds, &c, in and for Chester County Pennsylvania, in Book *E 29*, Vol. *722*, Page *331* &c.  
Witness my hand & Seal of Office this *24th* day of *April* Anno Domini *1957* at *10:37 A.M.*  
Recorder of Deeds

7P  
msa

"Prepared By"

Frank W. Hayes, Esquire  
HAYES & ROMERO  
227 South High Street  
West Chester, PA 19382  
Telephone: (610)436-0971



and

"Return To"

RETURN TO

UPI#

Part of 29-7-120 ✓

**EASEMENT AGREEMENT**

THIS AGREEMENT MADE THIS 9 day of November, 2005,

by and between A.S.K. HOLDING COMPANY, partnership trading as BEECHWOOD  
CAMPGROUND, presently of 20 Old Homestead Road, Coatesville, Pennsylvania  
19320, ROBERT E. RHODES and DIANE C. RHODES, presently of 625 Reeseville  
Road, Coatesville, Pennsylvania 19320.

MDW

**WITNESSETH:**

WHEREAS, A.S.K. HOLDING COMPANY, partnership trading as  
BEECHWOOD CAMPGROUND, are the owners of premises of certain tract of land  
with improvements thereon in East Brandywine Township, Chester County,  
Pennsylvania, as more fully described in Deed Book G65, page 275, et seq., in the  
Recorder of Deeds in and for the County of Chester, known as tax parcel 29-7-120.



WHEREAS, ROBERT E. RHODES and DIANE C. RHODES, his wife, are owners of certain premises of ground located at 625 Reeseville Road, Coatesville, Pennsylvania 19320, which adjoins the aforesaid tract of ground owned by A.S.K. HOLDING COMPANY, a partnership trading as BEECHWOOD CAMPGROUND.

WHEREAS, ROBERT E. RHODES and DIANE C. RHODES' property contains a barn which encroaches upon the property owned by A.S.K. HOLDING COMPANY, a partnership trading as BEECHWOOD CAMPGROUND, which encroachment is more fully described according to a plan of property of ROBERT RHODES dated 8-1-05 made by Berger & Hayes, Thorndale, Pennsylvania, being Job No. B31560, which is attached hereto and made a part hereof as Exhibit "A".

WHEREAS, parties have agreed that the said ROBERT E. RHODES and DIANE C. RHODES, their heirs and assigns, shall have a perpetual easement in the hereinafter described encroachment area to use said barn in the area described therein.

WHEREAS, the parties hereto intend to reduce to writing a description of said easement and encroachment the outcome, therefore, the undersigned, in consideration of the mutual promises set forth herein intend to be legally bound, hereby agree as follows:

1. ROBERT E. RHODES and DIANE C. RHODES, his wife, their heirs and assigns, shall have a perpetual easement for the use of their barn on the encroachment area as more fully described in Exhibit "A" which is attached hereto and made a part hereof to be used by them or their heirs and assigns forever which is described as follows:

***ALL THAT CERTAIN*** lot or piece of ground, with the buildings and improvements thereon erected, situate in East Brandywine Township, Chester County, Commonwealth of Pennsylvania, bounded and described according to a plan of Property of Robert Rhodes, dated 8/1/05, made by Berger and Hayes, Thorndale, Pennsylvania, Job# B31560, as follows, to wit:



FRANK W HAYES ESQ

11/10/2005 02 36P

10595395  
Page 2 of 7  
B-6680 P-725



**BEGINNING** at an interior point, a corner of land now or late of Robert E. and Diane C. Rhodes (Parcel# 29-7L-9), which point is measured North 30 degrees 22 minutes 00 seconds West 214.64 feet from a point in the bed of Reeseville Road; thence extending along said lands of Rhodes, through a Stone Wall (Barn Ruins), North 03 degrees 46 minutes 00 seconds East 82.72 feet to a point, a corner of other lands of A S K Holding Company Co., Beechwood Campground; thence extending along the same, the 2 following courses and distances, to wit: (1), South 71 degrees 14 minutes 10 seconds East 24.72 feet; & (2), South 13 degrees 32 minutes 47 degrees West 76.73 feet to an interior point, a corner of land now or late of Robert E. and Diane C. Rhodes, aforesaid, the first mentioned point and place of BEGINNING

**BEING** part of UPI# 29-7-120 and being part of the same premises which George C. Robinson and Martha Robinson, husband and wife, by Deed dated the 19<sup>th</sup> day of March, 1985 and recorded at Chester County, Pennsylvania, in Deed Book G-65 page 275, granted and conveyed unto ASK Holding Company, a partnership, trading as Beechwood Campground, in fee.

2. That the said ROBERT E. RHODES and DIANE C. RHODES, his wife, their heirs and assigns, shall be solely responsible in maintaining the aforesaid encroachment area including the building which said encroachment area will be for their own benefit and said expense in maintaining said buildings and/or encroachment area shall be their sole cost and responsibility.

3. The right, privilege and obligations herein created shall extend not only to the record owners of the lands described, but also to their heirs and assigns and successors in interest, mortgagees and tenants.

4. The covenants, agreements and grants herein made shall be deemed covenants running with the land and shall bind and inure to the benefit of the owners of the aforementioned lots and their successors in title.



FRANK W HAYES ESQ

11/10/2005 02:36P

10595395

Page: 3 of 7

B-6680 P-725

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunder set forth their hands and seals the day and year first above written.

A.S.K. HOLDING COMPANY, a partnership  
t/a BEECHWOOD CAMPGROUND

Amy E Hall  
Witness

Frederick R. Anderson (SEAL)  
FREDERICK R. ANDERSON, Partner

[Signature]  
Witness

Deborah K. Anderson (SEAL)  
DEBORAH K. ANDERSON, Partner

[Signature]  
Witness

Robert E. Rhodes (SEAL)  
ROBERT E. RHODES

\_\_\_\_\_  
Witness

Diane C. Rhodes (SEAL)  
DIANE C. RHODES



10595395  
Page: 4 of 7  
B-6680 P-725

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: SS  
**COUNTY OF CHESTER** :

On this, the 9 day of November, 2005, before me, the undersigned Officer, personally appeared FREDRICK R. ANDERSON and DEBORAH K. ANDERSON, partners, who acknowledged themselves to be the partners of A.S.K. Holding Company t/a Beechwood Campground, a partnership, and that they as such partners being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as partners.

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

*Crystal Peterson*  
\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Crystal L. Peterson, Notary Public  
Calm Twp., Chester County  
My Commission Expires Sept. 3, 2007  
Member, Pennsylvania Association Of Notaries

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: SS  
**COUNTY OF CHESTER** :

On the 10<sup>th</sup> day of November, 2005, before me, the subscribed, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared ROBERT E. RHODES and DIANE C. RHODES, his wife, and in due form of law, acknowledged the foregoing to be their act and deed and desired that the same be recorded as such.

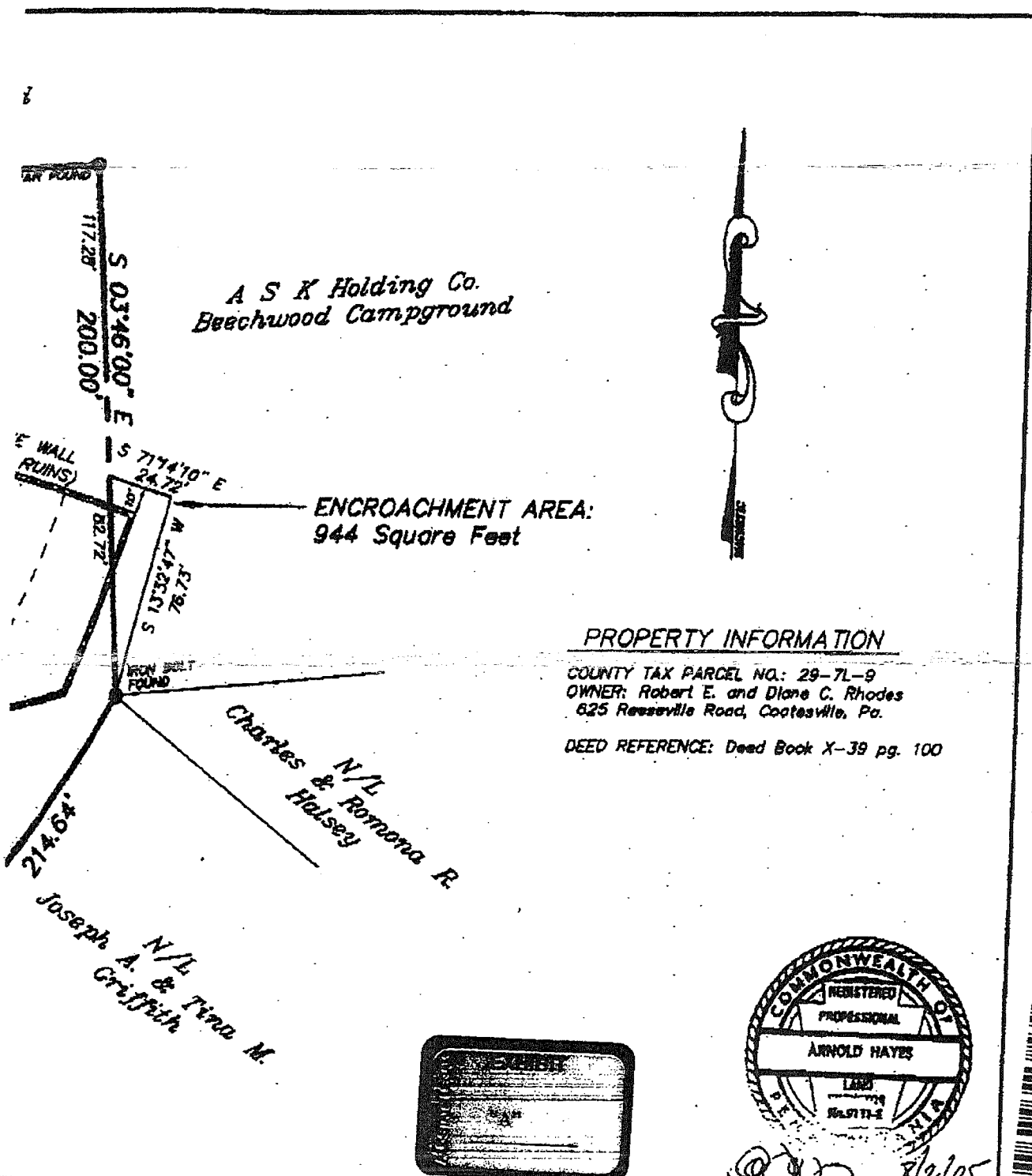
WITNESS my hand and Notarial Seal the day and year first written above.

*Crystal Peterson*  
\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Crystal L. Peterson, Notary Public  
Calm Twp., Chester County  
My Commission Expires Sept. 3, 2007  
Member, Pennsylvania Association Of Notaries



10595395  
Page 5 of 7  
B-6680 P-725

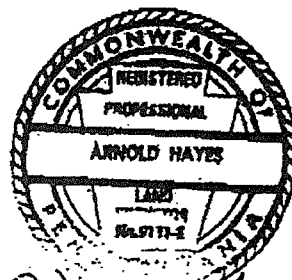


A S K Holding Co.  
Beechwood Campground

ENCROACHMENT AREA:  
944 Square Feet

PROPERTY INFORMATION

COUNTY TAX PARCEL NO.: 29-7L-9  
OWNER: Robert E. and Diane C. Rhodes  
625 Resseville Road, Coatesville, Pa.  
DEED REFERENCE: Deed Book X-39 pg. 100



10595395  
Page 6 of 7  
B-6680 P-725  
11/10/2005 02:36P  
FRANK W HAYES ESQ

SURVEY OF PROPERTY FOR  
**ROBERT RHODES**  
NE 70<sup>th</sup> TOWNSHIP CHESTER COUNTY PENNSYLVANIA  
**X PARCEL 29-7L-9**

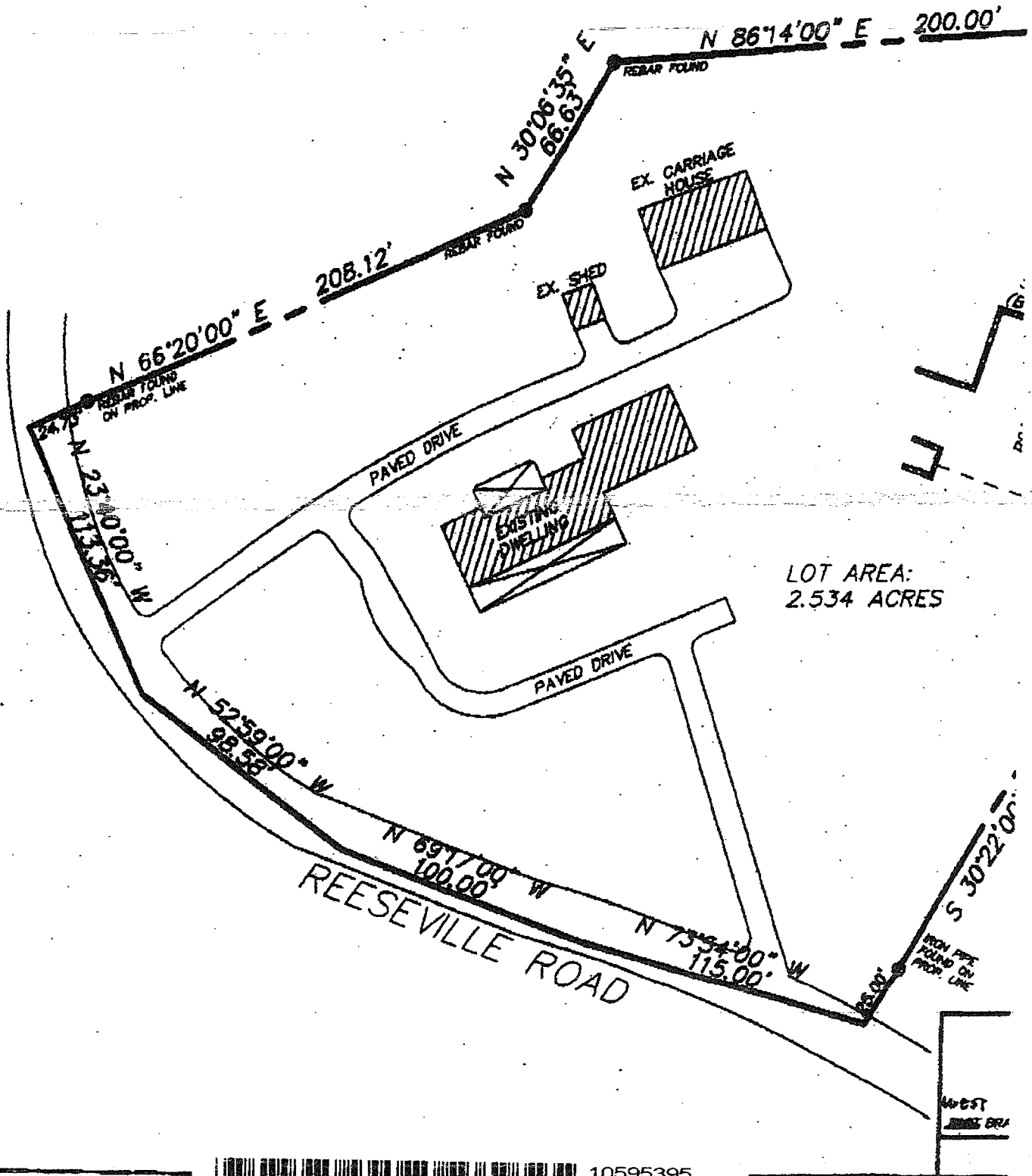
**BERGER & HAYES**  
POST OFFICE BOX 20008, 200 BARKLEY GREAT ROAD  
MIDDLETOWN, PENNSYLVANIA 17349  
TEL 610-354-3000 FAX 610-354-3801

**LAKE BORDER HILLARD & ASSOC.**  
315 N. BERRY STREET, SUITE 101 • COATESVILLE, PA 19380  
TEL 610-354-3000 • FAX 610-354-3801

LAND SURVEYORS, CIVIL ENGINEERS, LANDSCAPE ARCHITECTS, ENVIRONMENTAL  
SCIENTISTS, LAND PLANNERS, AND ASSOCIATED PROFESSIONALS  
COMPANIES OF TRU-TECH RESEARCH, INC.

Drawn by	JAH
Date	August 1, 2005
Scale	1" = 50'
File	X-518-68
Job File	871680

A S K Holding Co  
Beechwood Campgro



PREPARED BY AND RETURN TO:

Joseph G. Riper, Esquire  
Riley Riper Hollin & Colagreco  
312 West State Street, 2<sup>nd</sup> Floor  
Kennett Square, PA 19348



UPI No.: 29-7-120 P/O ✓

SEWER LINE EASEMENT AGREEMENT

THIS SEWER LINE EASEMENT AGREEMENT is made this 5<sup>th</sup> day of March, 2010, by and among A.S.K. HOLDING COMPANY, a partnership, t/a Beechwood Campground ("Beechwood"), with an address of 105 Beechwood Drive, Coatesville, Pennsylvania 19320, with the joinder of PULTE HOMES OF PA, LIMITED PARTNERSHIP ("Pulte"), a Michigan limited partnership, with an address of 1100 Northbrook Drive, Suite 200, Trevose, Pennsylvania 19053, as equitable owner pursuant to an Amended and Restated Agreement of Sale February 2, 2009 (Beechwood and Pulte are collectively referred to as "Owner"), and the WEST BRANDYWINE TOWNSHIP MUNICIPAL AUTHORITY, with offices at 199 Lafayette Road, Coatesville, Pennsylvania 19320 (hereinafter called "Authority").

BACKGROUND

Beechwood is the current record owner, and Pulte is the current equitable owner, of a certain 44.39 acre parcel of land situate on East Reeceville Road in West Brandywine Township, Chester County, Pennsylvania (known and identified as UPI No. 29-7-120) and more fully described in a deed recorded at Deed Book G-65, Page 275 (the "Property"). The Property is proposed to be developed into a 375 unit age restricted community plus clubhouse (the "Project"). On or about March 1, 2007, the Township granted Conditional Use Approval with respect to the Project, and on or about October 24, 2007, the Township granted Preliminary Subdivision and Land Development Approval with respect to Phase I of the Project. Pulte has recently filed a certain plan with the Township entitled "Final Subdivision and Land Development Plan for Del Webb at Applecross - Phase I" dated March 1, 2007 [last revised 10/19/09], and prepared by Wilkinson & Associates, Inc. (as approved, the "Land Development Plan").

Pulte has agreed, in connection with the development of the Property and the terms and conditions of a certain Sewer Allocation Agreement dated April 8, 2010 (the "Sewer Allocation Agreement"), to grant an easement to the Authority in order that the Authority may connect, use and flow through two (2), eight (8") inch force mains and a single twelve (12") inch gravity line together with two (2) manholes and appurtenant facilities (collectively, the "Sewer Improvements") as part of the expansion of the Authority (the "Authority Collection System").



The easement shall be a strip of land over, through and across the Property which shall be twenty (20') feet wide except where the easement is located within a paved street, in which event the width of the easement shall be the width of the paved street (the "Easement Area"), as depicted on a certain plan entitled "West Brandywine Township Sanitary Sewer Easement "WBT 2'", prepared by Wilkinson & Associates, Inc., dated November 3, 2009 (Drawing No. 2009 052 Sanitary 01), a reduced copy of which is attached hereto as Exhibit "A" (the "Sewer Easement Plan") and as more fully bounded and described in Exhibit "B" attached hereto.

NOW, THEREFORE, intending to be legally bound hereby, the parties covenant and agree as follows:

1. INCORPORATION OF BACKGROUND RECITALS AND SEWER ALLOCATION AGREEMENT. The above Background recitals and terms and provisions of the Sewer Allocation Agreement are incorporated herein by reference. The Authority hereby ratifies and affirms all of the Authority's obligations to Pulte set forth in the Sewer Allocation Agreement which pertain to the construction of the Sewer Improvements.

2. GRANT OF EASEMENT. Owner hereby grants, bargains, sells, conveys and dedicates to the Authority a perpetual, irrevocable, full, free and uninterrupted, right, privilege, liberty, right of way and easement (the "Easement") in, over, across, through, and under the Easement Area, to construct and install the Sewer Improvements, and for the present and future operation, maintenance, repair, replacement, modification and removal of the Sewer Improvements, including but not limited to, the temporary occupation and use of the surface of the Easement Area, subject to the requirements of Section 4 below, as may be reasonably required for the operation, maintenance, repair, replacement, modification and removal of the Sewer Improvements, together with the right of access, ingress, egress, and regress in, over, across, through and under the Easement Area for the foregoing purposes.

3. TEMPORARY CONSTRUCTION EASEMENT. During the construction of the Sewer Improvements, and during any required repair and maintenance activities pertaining to the Sewer Improvements, the Authority shall have the right, for and during the construction period, to enlarge the Easement Area by ten (10') feet on either side of the Easement Area depicted on the Sewer Easement Plan.

4. EXCLUSIVITY.

A. The Easement shall be exclusive as to the location of the Sewer Improvements as shown on the Sewer Easement Plan and shall be non-exclusive: (i) as to the remaining subsurface of the Easement Area only to the extent that Owner shall have the right to construct and install storm sewer and such other utility facilities as Owner shall deem necessary or desirable with the subsurface of the Easement, so long as such utility lines and crossings do not interfere with the Sewer Improvements or the Easement granted herein and so long as the plans for such utility lines and facilities, which are proposed for installation after the date of this Agreement, are approved in advance by the Authority's Engineer, such approval not to be unreasonably withheld, delayed or conditioned; and (ii) as to the remaining surface of the Easement Area only to the extent of Sewer Improvements to be constructed and installed on the



surface of the Easement Area as shown on the Sewer Easement Plan and the Authority's right to temporarily occupy the surface of the Easement Area subject to the terms and conditions herein set forth.

B. The Authority hereby acknowledges and agrees that Owner shall have the right to install and permanently use a twelve (12") inch gravity main within Duchess Boulevard which is intended to serve the Project and that the aforementioned gravity main may be installed contemporaneously with the installation of the Authority's force main in Duchess Boulevard.

5. CONSTRUCTION, REPAIR AND MAINTENANCE ACTIVITIES. The Authority shall, as a condition of entering the Property for any purpose related to the construction, repair or maintenance of the Sewer Improvements, comply with the following:

A. Except in an emergency situation, the Authority shall provide Owner with at least seven (7) days prior written notice of any proposed entry upon the Property and/or any disturbance upon or within the Easement Area, which notice shall include a detailed description of all proposed activities within the Easement Area.

B. Any construction, repair or maintenance activities shall be confined to the Easement Area as the same may be enlarged as described in Section 2 above.

C. Following any disturbance by the Authority of the Easement Area: (i) all disturbed areas shall be backfilled with clean fill and compressed to prevent subsidence; (ii) any ~~disturbed or damaged areas shall be restored or replaced, as applicable, with concrete, curbing, blacktop, other paving, plants, trees and/or shrubs.~~ Owner acknowledges that, prior to the commencement of construction of the Project, areas disturbed by the Authority in construction the Sewer Improvements shall be graded to conform to the grading requirements depicted on the Land Development Plan.

D. The Authority shall indemnify and hold Owner and Owner's successors harmless from any and all claims, suits, damages, judgments, costs, expenses and attorney's fees in any way relating to or in any way arising out of the Authority's repair or maintenance activities, upon the Property (or unit) and/or within the Easement Area, including claims filed by the Authority's employees and representatives, and the Authority's contractors and subcontractors and their respective employees and representatives, unless such claim arises as a result of the gross negligence or willful act of Owner or any of Owner's respective employees, officers and agents.

E. Prior to any entry on or within the Easement Area by the Authority or any contractor or subcontractor, the Authority shall provide Owner with evidence of liability insurance maintained by the Authority and all contractors and subcontractors engaged by the Authority to perform work upon or within the Easement Area which insurance coverage shall, in each instance, be in the minimum amount of One Million (\$1,000,000) Dollars combined single limit for injury to death of one or more persons in an occurrence (which minimum amount may be increased in reasonable amounts from time to time to conform to prevailing insurance coverage standards) and for damage to tangible property (including loss of use) in an occurrence,





shall name Owner as an additional insured party and shall contain a provision that the insurance provided by the Authority and any contractor or subcontractor shall be primary and noncontributing with any other insurance available to Owner. In addition, the insurance coverage maintained by the Authority shall include coverage for the Authority's indemnification obligations set forth above. Compliance with the foregoing coverage requirements shall be confirmed by insurance certificates presented to the Owner.

6. NEGATIVE COVENANTS.

A. Authority shall not, without Owner's consent, which consent Owner shall have no obligation to give, modify, expand or upgrade the Sewer Improvements or add Sewer Improvements in the Easement Area which are not depicted on the Sewer Easement Plan.

B. Except for manholes and pump station facilities, as shown on the Sewer Easement Plan, all Sewer Improvements and appurtenant facilities shall be located below the surface and no structures shall be visible above the ground.

C. Excluding paving, curbing, trees, shrubbery or other permanent structures which are located upon or within the Easement Area as shown on the Land Development Plan, Owner shall not permit any building, structure, permanent improvement, tree, shrubbery or other impediments to or interference with the Authority's free and unobstructed access to the Sewer Improvements and Easement Area or to the construction, operation, change, renewal, maintenance, repair, replacement, modification or removal of the Sewer Improvements to be placed, located, or constructed or permitted to remain on or within the Easement Area at any time, nor shall Owner change the grade over the Easement Area.

7. RECORDING. This Agreement shall be recorded in the Office for the Recorder of Deeds of Chester County, Pennsylvania.

8. ASSIGNMENT. This Agreement may be assigned by the Authority to a municipal authority or to a public utility, provided any such assignee is obligated to provide public sewer service to the Property and provided that such assignment is subject to all of the terms and conditions of this Agreement.

9. SUCCESSOR OWNER. For purposes of this Agreement, the term "Owner" shall be deemed to refer to, upon completion of the Project, Pulte's successors in interest in the Property, including a homeowner's association formed to own and manage the open space areas of the Project traversed by the Easement Area and any unit owner whose land is traversed by the Easement Area.

10. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without reference to its conflict of laws rules.

(b) Entire Agreement; Modifications. This Agreement constitutes the entire agreement between Owner and Authority as it relates to the subject matter hereof and there are



no other understandings, representations or warranties, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by both the Authority and Owner and in recordable form.

(c) Cooperation. Each of the parties hereto, and their respective successors and assigns, shall, ~~from time to time~~, and at the request of the other, execute, acknowledge and deliver to the other party any and all instruments reasonably required to give full force and effect to the matters contemplated in this Agreement, without expanding the scope of the rights granted hereunder.

(d) Covenants Run with the Land. The easements and covenants contained herein are perpetual and shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

11. ACCEPTANCE OF EASEMENT. The Authority hereby accepts dedication of the Easement subject to the terms and conditions herein set forth.

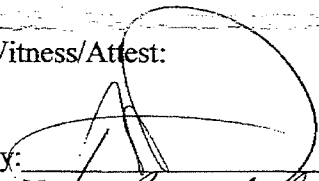
IN WITNESS WHEREOF, the Owner and the Authority, intending to be legally bound, have executed this Agreement as of the date first written above.

OWNER:

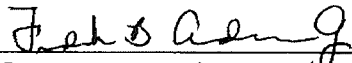
A.S.K. HOLDING COMPANY

Witness/Attest:

By:

  
Name: Rocco A. Rando Jr.  
Title: WEST BERNARDS TWP.  
MUNICIPAL AUTH. MANAGER

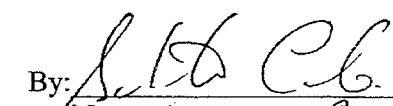
By:

  
Name: Frederick B. Anderson Jr.  
Title: Managing Partner

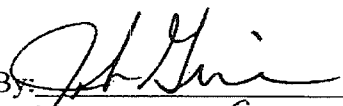
PULTE HOMES OF PA, LIMITED  
PARTNERSHIP

Witness/Attest:

By:

  
Name: SALVATORE CARLO  
Title: LAND MANAGER

By:

  
Name: John Grierson  
Title: Division President



RILEY ROPER HOLLIN & COLAGRECO

05/03/2010 0\* 28P

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Page: 5 of 12

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AUTHORITY:

WEST BRANDYWINE TOWNSHIP  
MUNICIPAL AUTHORITY

Attest:

By: Charles H. Hossack  
Name: Charles H. Hossack  
Title: Secretary

By: Josef G. Oben Sr.  
Print Name: JOSEF G. OBEENIA SR  
Title: CHAIRMAN WBTMA



11010293  
Page 6 of 12  
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05/03/2010 01:28P

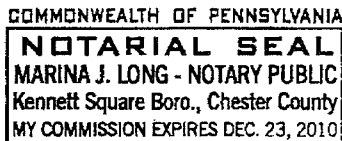
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CHESTER ) SS.

On the 5<sup>th</sup> day of March, 2010, before me, a Notary Public in and for the above County and State, personally appeared Frederick B. Anderson, Jr. who acknowledged him/herself to be the Managing Partner of A.S.K. Holding Company, a partnership, t/a Beechwood Campground, and that he/she as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Marina J. Long  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Bucks ) SS.  
CHESTER )

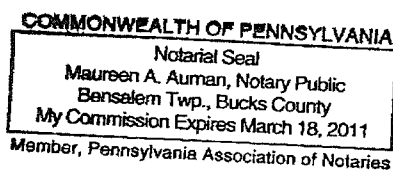
On the 19<sup>th</sup> day of March, 2010, before me, a Notary Public in and for the above County and State, personally appeared John Emerson who acknowledged him/herself to be the Division President of Pulte Homes of PA, Limited Partnership, a Michigan limited partnership, and that he/she as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Maureen A. Auman  
Notary Public

My Commission Expires:

March 18, 2011



COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS.  
 )  
COUNTY OF CHESTER )


On the 8<sup>th</sup> day of April, 2010, before me, a Notary Public in and for the above County and State, personally appeared Joseph O'Brien, Sr., who acknowledged himself/herself to be the Chairman of the West Brandywine Township Municipal Authority, and that he/she as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Carrie J. Piro  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Carrie J. Piro, Notary Public  
West Brandywine Twp., Chester County  
My Commission Expires Feb. 27, 2011  
Member, Pennsylvania Association of Notaries

 11010293  
Page 2 of 12  
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05/03/2010 01:26P  
RILEY ROPER HOLLIN & COLAGRECO

# EXHIBIT "A"

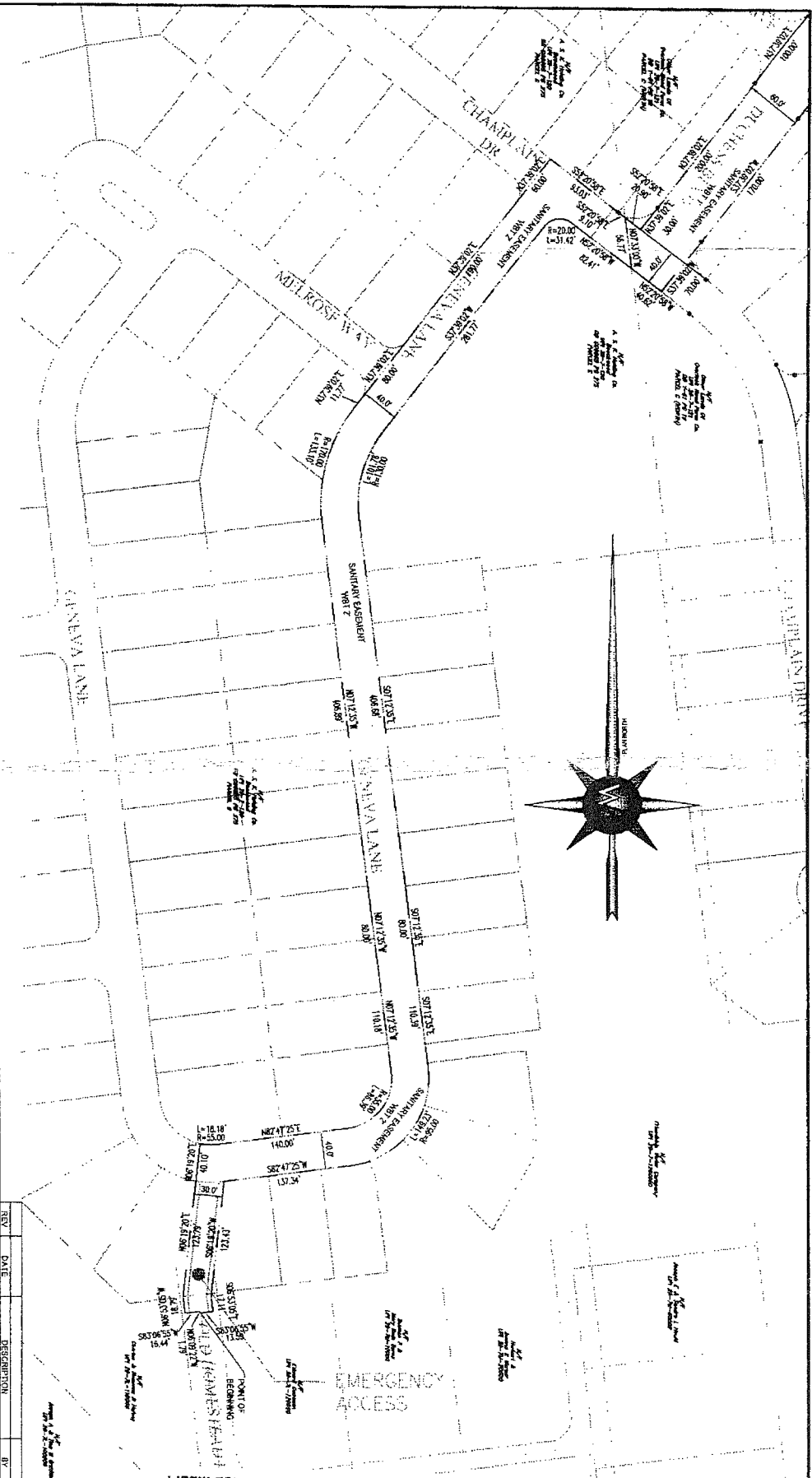
SCALE: 1" = 100'
CHECKED BY: DPM DATE: 11-03-2009
DRAWN BY: DDK SCALE: 1" = 100'
PROJECT NO: 2009002 SHEET: 1 OF 1
DRAWING NO: 200902SMTARV01

PLAN TITLE:  
**WEST BRANDYWINE TOWNSHIP  
 SANITARY SEWER  
 EASEMENT 'WBT 2'**

PREPARED FOR:  
 PUTTE HOMES OF PA, L.P.  
 DELWEBB AT APPLECROSS  
 WEST BRANDYWINE TWP,  
 CHESTER COUNTY, PA

PREPARED BY:  
**WILKINSON & ASSOCIATES, INC.**  
 1220 VALLEY FORGE ROAD  
 THE COMMONS AT VALLEY FORGE  
 UNIT 25, P.O. BOX 987  
 VALLEY FORGE, PA 19482  
 PHONE (610) 415-1220  
 FAX (610) 415-1224

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## EXHIBIT "B"

DATE: 11/03/2009

REVISED:  
PROJECT NO: 2009052

### LEGAL DESCRIPTION

**WEST BRANDYWINE TOWNSHIP SANITARY SEWER EASEMENT 'WBT 2'  
DEL WEBB AT APPECROSS  
WEST BRANDYWINE TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN WEST BRANDYWINE TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, BEING SHOWN ON AN EXHIBIT ENTITLED WEST BRANDYWINE TOWNSHIP SANITARY SEWER EASEMENT PREPARED FOR PULTE HOMES OF PA, BY WILKINSON & ASSOCIATES, INC., AS DATED 11/03/2009, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF OLD HOMESTEAD ROAD AND THE SOUTHERLY PROPERTY BOUNDARY OF LANDS NOW OR FORMERLY A S K HOLDING CO / CAMPGROUND BEECHWOOD (29-7-120) AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE SOUTHERLY PROPERTY BOUNDARY, NORTH 06 DEGREES 09 MINUTES 22 SECONDS WEST A DISTANCE OF 1.79 FEET TO A POINT, THENCE;
2. ALONG THE SAME, SOUTH 83 DEGREES 06 MINUTES 55 SECONDS WEST A DISTANCE OF 16.44 FEET TO A POINT, THENCE;
3. THROUGH PARCEL 29-7-120, NORTH 06 DEGREES 53 MINUTES 05 SECONDS WEST A DISTANCE OF 18.79 FEET TO A POINT, THENCE;
4. ALONG THE SAME, NORTH 06 DEGREES 19 MINUTES 20 SECONDS EAST A DISTANCE OF 123.79 FEET TO A POINT, THENCE;
5. NORTH 06 DEGREES 19 MINUTES 20 SECONDS EAST A DISTANCE OF 40.10 FEET TO A POINT, THENCE;
6. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00, AN ARC LENGTH OF 18.18, A CENTRAL ANGLE OF 18 DEGREES 56 MINUTES 31 SECONDS, A CHORD BEARING OF SOUTH 87 DEGREES 44 MINUTES 20 SECONDS EAST, AND A CHORD DISTANCE OF 18.10 TO A POINT, THENCE;
7. NORTH 82 DEGREES 47 MINUTES 25 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT, THENCE;

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

• An Equal Opportunity Employer •



RILEY ROPER HOLLIN & COLAGRECO

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**DEL WEBB AT APPECROSS**

LEGAL DESCRIPTION – WEST BRANDYWINE TOWNSHIP SANITARY SEWER EASEMENT 'WBT 2'

11/03/2009

8. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00, AN ARC LENGTH OF 86.39, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING OF NORTH 37 DEGREES 47 MINUTES 25 SECONDS EAST, AND A CHORD DISTANCE OF 77.78 TO A POINT, THENCE;
9. NORTH 07 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 110.18 FEET TO A POINT, THENCE;
10. NORTH 07 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 80.00 FEET TO A POINT, THENCE;
11. NORTH 07 DEGREES 12 MINUTES 35 SECONDS WEST A DISTANCE OF 406.89 FEET TO A POINT, THENCE;
12. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00, AN ARC LENGTH OF 133.10, A CENTRAL ANGLE OF 44 DEGREES 51 MINUTES 37 SECONDS, A CHORD BEARING OF NORTH 15 DEGREES 13 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 129.73 TO A POINT, THENCE;
13. NORTH 37 DEGREES 39 MINUTES 02 SECONDS EAST A DISTANCE OF 11.77 FEET TO A POINT, THENCE;
14. NORTH 37 DEGREES 39 MINUTES 02 SECONDS EAST A DISTANCE OF 80.00 FEET TO A POINT, THENCE;
15. NORTH 37 DEGREES 39 MINUTES 02 SECONDS EAST A DISTANCE OF 190.00 FEET TO A POINT, THENCE;
16. NORTH 37 DEGREES 39 MINUTES 02 SECONDS EAST A DISTANCE OF 60.00 FEET TO A POINT, THENCE;
17. SOUTH 52 DEGREES 20 MINUTES 58 SECONDS EAST A DISTANCE OF 93.03 FEET TO A POINT, THENCE;
18. SOUTH 52 DEGREES 20 MINUTES 58 SECONDS EAST A DISTANCE OF 9.10 FEET TO A POINT, INTERSECTING THE WESTERLY PROPERTY BOUNDARY OF PARCEL 29-7-121 THENCE;
19. ALONG THE WESTERLY PROPERTY BOUNDARY OF PARCEL 29-7-121, SOUTH 07 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 56.77 FEET TO A POINT, THENCE;
20. THROUGH PARCEL 29-7-120, NORTH 52 DEGREES 20 MINUTES 58 SECONDS WEST A DISTANCE OF 82.41 FEET TO A POINT, THENCE;
21. ALONG THE SAME AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00, AN ARC LENGTH OF 31.42, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING OF SOUTH 82 DEGREES 39 MINUTES 02 SECONDS WEST, AND A CHORD DISTANCE OF 28.28 TO A POINT, THENCE;





**DEL WEBB AT APPECROSS**

LEGAL DESCRIPTION - WEST BRANDYWINE TOWNSHIP SANITARY SEWER EASEMENT 'WBT 2'  
11/03/2009

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22. SOUTH 37 DEGREES 39 MINUTES 02 SECONDS WEST A DISTANCE OF 281.77 FEET TO A POINT, THENCE;
23. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00, AN ARC LENGTH OF 101.78, A CENTRAL ANGLE OF 44 DEGREES 51 MINUTES 37 SECONDS, A CHORD BEARING OF SOUTH 15 DEGREES 13 MINUTES 13 SECONDS WEST, AND A CHORD DISTANCE OF 99.20 TO A POINT, THENCE;
24. SOUTH 07 DEGREES 12 MINUTES 35 SECONDS EAST A DISTANCE OF 406.68 FEET TO A POINT, THENCE;
25. SOUTH 07 DEGREES 12 MINUTES 35 SECONDS EAST A DISTANCE OF 80.00 FEET TO A POINT, THENCE;
26. SOUTH 07 DEGREES 12 MINUTES 35 SECONDS EAST A DISTANCE OF 110.39 FEET TO A POINT, THENCE;
27. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 95.00, AN ARC LENGTH OF 149.23, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING OF SOUTH 37 DEGREES 47 MINUTES 25 SECONDS WEST, AND A CHORD DISTANCE OF 134.35 TO A POINT, THENCE;
28. SOUTH 82 DEGREES 47 MINUTES 25 SECONDS WEST A DISTANCE OF 137.34 FEET TO A POINT, THENCE;
- ~~29. SOUTH 06 DEGREES 19 MINUTES 20 SECONDS WEST A DISTANCE OF 123.43 FEET TO A POINT, THENCE;~~
30. SOUTH 06 DEGREES 53 MINUTES 05 SECONDS EAST A DISTANCE OF 17.11 FEET TO A POINT, THENCE;
31. SOUTH 83 DEGREES 06 MINUTES 55 SECONDS WEST A DISTANCE OF 13.59 FEET TO THE POINT OF BEGINNING.

**CONTAINING 61,077 SQUARE FEET OR 1.4021 ACRES.**



RILEY RIFER HOLLIN & COLAGRECO  
Page 3 of 3

05/03/2010 01 28P

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3



**Return To:**  
Cheryl Pringle  
Assessment Office  
313 W. Market St., Suite 4202  
P. O. Box 2748  
West Chester, PA. 19380-0991

**UPI No(s).**  
  
29-7-120 ✓ *CRP*

**Prepared By:**  
Cheryl Pringle  
Assessment Office  
313 W. Market St., Suite 4202  
P. O. Box 2748  
West Chester, PA. 19380-0991

DOC # 11315418 11/06/2013 09:05 AM  
Receipt #: 13-43942  
Rec Fee: \$28.50  
Chester County, Recorder of Deeds

11315418 B: 8840 P: 2141 MSC  
11/06/2013 09:05 AM Page 1 of 3  
TAX ASSESSMENT



140012 ✓



# 894918

OFFICIAL USE		
Agricultural Use <input type="checkbox"/>	Agricultural Reserve <input checked="" type="checkbox"/>	
Forest Reserve <input type="checkbox"/>	Disapproved <input type="checkbox"/>	
Cheryl Pringle Assessment Office		5/21/13 Date
Recorded:	Record Book	Page
		Date

County of Chester, Pennsylvania

**APPLICATION FOR USE VALUE ASSESSMENT OF LAND  
FOR REAL ESTATE TAX PURPOSES  
UNDER ACT 319 OF 1974 - "CLEAN AND GREEN"  
AS AMENDED BY ACT 156 OF 1998**

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, 313 W. Market Street, Suite 4202, P.O. Box , 2748 West Chester, Pennsylvania 19380-0991. 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 (\$50.00) and a recording fee (\$18.50) and a Bureau of Land Records per parcel fee (\$10.00) must be remitted with this application. Attach one check in the amount of \$68.50 plus \$10.00 for each parcel payable to the "TREASURER OF CHESTER COUNTY." NOTE: Additional recording fees may be charged for applications of 5 or more pages and/or 5 or more owners' names and signatures.

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

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

PARCEL NUMBER (S):	29 - 07 - 0120	ACREAGE:	44.3
PROPERTY LOCATION:	105 Beechwood Drive West Brandywine	ACREAGE:	
OWNER'S NAME(S):	Anderson Jr. Frederick Anderson Deborah	Municipality (Name of City, Borough, or Township)	B.
	Last First Last First		MI MI
(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)			
MAILING ADDRESS:	Number	Street	
TELEPHONE NUMBER:	610-952-0573	City	State ZIP
	Daytime Number	Home Number	

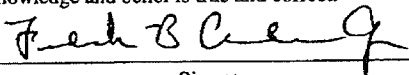
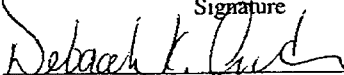


**Answer all questions!**

	N/A	Yes	No		N/A	Yes	No
1. Is this parcel 10 contiguous acres or more in size?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. If this parcel is found <i>not eligible under Agricultural Use or Forest Reserve</i> , do you want it considered under Agricultural Reserve Land when you understand that this category requires that the land be non-commercial, open to the public for recreation, at no charge or fee, and with no discrimination against any person using the land?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Does this application represent the total acres in the parcel?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	If your answer is "yes" to Question 7, do you agree to these stated conditions?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. If this parcel is <i>less than 10 acres</i> , can you verify that the land is now devoted to Agricultural Use and that the land will be used to generate \$2,000 annual gross income? (Proof will be required.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Do you understand that if this application is approved, it will remain in effect continuously until the land owner changes the agricultural use from the approved category? At that time a roll-back tax, plus interest, must be paid for a period not to exceed seven (7) years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. If this parcel has open tillable land, is it now devoted to Agricultural Use, and has it been so for the preceding three years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" 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"/>	

NOTE: Questions #3, #4, #5 or #7 and #8 MUST be answered "YES" to qualify.

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 change in ownership of a portion of the land or of any type of division or conveyance of the land. Failure to file this notification 30 days prior to conveyance is subject to a \$100.00 civil penalty. The applicant for preferential assessment hereby acknowledges that, if this application is approved for preferential assessment, roll-back taxes under section 5.1 of the Act may be due for a change in use of the land, a change in ownership of any portion of the land, or any type of division or 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.

 5/6/13  
 Signature Date  
 5/6/13  
 Signature Date

11315418 B: 8840 P: 2143 MSC  
11/06/2013 09:05 AM Page 3 of 3  
TAX ASSESSMENT



**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : SS.

On this, the 6 day of May, 20 13, before me, a Notary Public, the herein signed, did personally appear Frederick B. Anderson and Deborah Anderson 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.

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Angela M. Havrilak, Notary Public  
 Tredyffrin Twp., Chester County  
 My Commission Expires Aug. 31, 2014

Notary Public: Angela M. Havrilak  
 My Commission Expires:  
 (SEAL)

**RETURN TO**



**PREPARED BY AND RETURN TO:**

Jeffrey R. Abbott, Esquire  
Abbott Lastowka & Overholt LLP  
108 Chesley Drive  
Media, PA 19063

UPI#: 29-7-120 ✓

AK  
6/4  
73

DEED INFORMATION SUMMARY:	
PREMISES ADDRESS:	Approximately 44.374± acres, in West Brandywine Township, Chester County, Pennsylvania
GRANTOR'S NAMES:	A.S.K. Holding Company, a partnership, trading as Beechwood Campground
GRANTEE'S NAMES:	Frederick B. Anderson, Jr. and Deborah K. Anderson, as tenants in common
I Certify that the Address of the Above named Grantee is:	105 Beechwood Drive Coatesville, PA 19320
<i>Jeffrey R. Abbott</i>	

**DEED OF DISSOLUTION**

THIS DEED OF DISSOLUTION, made this 6<sup>th</sup> day of September 2012, between

**A.S.K. Holding Company, a partnership, trading as Beechwood Campground**  
(hereinafter called the Grantor)

and,

**Frederick B. Anderson, Jr. and Deborah K. Anderson, as tenants in common**  
(hereinafter called the Grantee)

**THERE IS NO CONSIDERATION FOR THIS TRANSFER.**

This Document Recorded  
09/14/2012 State RTT: 0.00  
09:18AM Local RTT: 0.00  
Doc Code: DEE Chester County, Recorder of Deeds Office

Doc Id: 11210547  
Receipt #: 636268  
Rec Fee: 73.00

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JEFFREY R ABBOTT

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**WHEREAS** the Grantees are the only partners of A.S.K. Holding Company, trading as Beechwood Campground which has operated since March of 1985;

**AND WHEREAS** as the Grantees do not desire to continue the said partnership for diverse reasons agreed to by the Grantees and the said Grantees have thereby agreed to dissolve the said partnership on the terms herein recorded.

**AND WHEREAS** the assets of the partnership consist only of the land and premises contained within this Deed of Dissolution.

**AND WHEREAS** each partner is an equal partner and is therefore entitled to an equal share in the assets of the partnership.

**AND WHEREAS** it is agreed that the property described herein will be distributed to the partners equally as tenants in common.

**NOW THEREFORE**, the parties have agreed to record the terms of and effectuate the dissolution of the partnership in the manner following:

**WITNESSETH** that the said Grantor, as a Deed of Dissolution, by these presents do grant, bargain and sell, release and confirm unto the said Grantee, Grantee's heirs, successors and assigns,

**ALL THAT CERTAIN** tract of land with the improvements thereon erected, **SITUATE** in the Township of West Brandywine, County of Chester and State of Pennsylvania bounded and described according to a Survey made by Edgar Laub, Registered Surveyor dated January 6, 1971, as follows, to wit:

**BEGINNING** at a corner of lands of William Batchelor and Thomas A. Taylor, thence extending by lands of said Taylor, South 3 degrees 29 minutes 10 seconds East, 97.17 feet to a corner of Lot No. 71; thence by said lot and Lots No. 65, No. 64, and No. 63, South 86 degrees 35 minutes 30 seconds West, 603.71 feet to the center of Old Homestead Road; thence along center of said road, North 3 degrees 26 minutes 30 seconds West, 1.79 feet thence by Lot No. 62 South 86 degrees 33 minutes 30 seconds West, 200.13 feet to a corner of Lot No. 14; thence by said lot, North 3 degrees 46 minutes West, 200 feet; thence continuing along same, South 86 degrees 14 minutes West, 200 feet to the center of Mansion Road; thence extending along said road, a chord of South 30 degrees 5 minutes 50 seconds West, 66.62 feet (said chord having a radius of 56.35 feet, the arc distance of 71.28 feet); thence still by said road, South 66 degrees 20 minutes West, 8.12 feet, a corner of Lot No. 18; thence by said Lot No. 18, also Lots No. 19 thru No. 25, North 23 degrees 40 minutes West, 834.70 feet; thence by lands now or late of George Sheeler, North 87 degrees 5 minutes East, 607.83 feet; thence still by same, North 4 degrees 38 minutes 30 seconds

East, 1,282.88 feet; thence continuing along same, North 86 degrees 23 minutes 40 seconds East, 528 feet; thence still by same, North 00 degrees 51 minutes 20 seconds West, 66 feet to a point in Hibernia Road; thence by said road, North 86 degrees 23 minutes 40 seconds East, 207.90 feet; thence by lands of William Matchelor, aforesaid, South 3 degrees 55 minutes 10 seconds East, 2,171.83 feet to the point and place of beginning.

**CONTAINING** 45.390 acres, more or less.

**TOGETHER** with a right of way 22 feet wide, 200 feet long between Lots No. 23 and No. 24 to Reeseville Road.

**EXCEPTING THEREFROM AND THEROUT ALL THAT CERTAIN** lot or piece of ground which is A.S.K. Holding Company, a Partnership, trading as Beechwood Campground by Deed dated 10/28/1997 recorded 11/3/1997 in Record Book 4253 page 2047 conveyed unto Friendship Water Company, as follows, to wit:

**ALL THAT CERTAIN** tract of land or piece of ground **SITUATE** in the Township of West Brandywine, County of Chester, State of Pennsylvania and described accordingly to a plan prepared by Hunt Engineering Company entitled "Subdivision Plan, Beechwood Tank and Booster Station", last revised September 16, 1997, as follows, to wit:

**BEGINNING** at an iron rod in the Southern property line of the grantors, said point being in the centerline of Beechwood Drive (40 feet wide) as shown on "Plan of Portion of Friendship Village for John Eshleman" by Chester Valley Engineers, Inc., dated April 26, 1957; thence the following courses and distances: (1) along a new line through the grantors North 3 degrees 55 minutes 10 seconds West 220 feet to an iron rod; thence (2) along the same North 86 degrees 4 minutes 50 seconds East 201.17 feet to an iron rod in the Eastern Line of the grantors; thence (3) along a line common to the grantors and the Overlook Road Farm Company South 4 degrees 1 minute 20 seconds East 122.35 feet to a terra cotta and concrete monument; thence (4) along a line common to the grantors and Donald Carol and Bettie Copeland South 3 degrees 34 minutes 54 seconds East 97.66 feet to an iron pipe; thence (5) along a line common to the grantors and George H. and Doris S. Anderson South 86 degrees 4 minutes 50 seconds West 200.81 feet to the point of beginning.

**CONTAINING** 1.016 acres more or less.

Being UPI #29-7-120

Being part of the same premises which George C. Robinson and Martha Robinson, his wife by Deed dated 3-19-1985 and recorded 3-20-1985 in Chester County in Deed Book G-65 Page 275 conveyed unto A.S.K. Holding Company, a partnership, trading as Beechwood Campground.



This Transfer is exempt from Pennsylvania Realty Transfer Tax under Pa. Code §91.193 (13) as a transfer to the partners of a partnership who have held their partnership interest for more than two (2) years and the transfer is in the same percentage as their respective partnership interest.

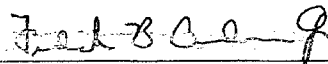
**TOGETHER WITH** all and singular the buildings, improvements, ways streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in, and to the same.


**TO HAVE AND TO HOLD** the said lot or piece of ground described with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned or 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 Grantee, Grantee's successors and assigns forever.

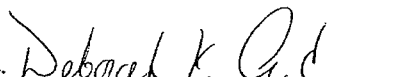
**IN WITNESS WHEREOF**, the Grantors have caused this deed to be duly signed and executed under seal, intending to be legally bound hereby.

**A.S.K. Holding Company, a partnership,  
trading as Beechwood Campground**

  
Witness

By:   
Frederick B. Anderson, Jr., Member

  
Witness

By:   
Deborah K. Anderson, Member



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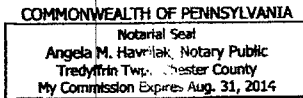
Commonwealth of Pennsylvania :  
County of Chester :

On the date indicated below, before me, a Notary Public, personally appeared **Frederick B. Anderson, Jr.**, a 50% partner of **A.S.K. Holding Company, trading as Beechwood Campground**, known to me or satisfactorily proven, who acknowledged the foregoing as a voluntary act and deed for the purposes set forth, and requested that it be recorded as such.

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

Date: 9/6/2012

*Angela M. Havrilak*  
Notary Public



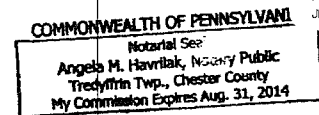
Commonwealth of Pennsylvania :  
County of Chester :

On the date indicated below, before me, a Notary Public, personally appeared **Deborah K. Anderson**, a 50% partner of **A.S.K. Holding Company, trading as Beechwood Campground**, known to me or satisfactorily proven, who acknowledged the foregoing as a voluntary act and deed for the purposes set forth, and requested that it be recorded as such.

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

Date: 9/6/2012

*Angela M. Havrilak*  
Notary Public





# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	8517
Page Number	898
Date Recorded	9-14-12

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

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

Name: Jeffrey R. Abbott, Esquire Telephone Number: 610 565 0330  
 Street Address: 108 Chesley Dr. City: Medin State: PA Zip Code: 19063

**B. TRANSFER DATA**

Grantor(s)/Lessor(s) <u>A.S.K. Holding Company</u>	Grantee(s)/Lessee(s) <u>Frederick B. Anderson, Jr. + Deborah K. Anderson</u>
Street Address <u>105 Beechwood Drive</u>	Street Address <u>105 Beechwood Dr.</u>
City <u>Coatesville</u> State: <u>PA</u> Zip Code: <u>19320</u>	City <u>Coatesville</u> State: <u>PA</u> Zip Code: <u>19320</u>

**C. PROPERTY LOCATION**

Street Address: 105 Beechwood Drive City, Township, Borough: COATESVILLE  
 County: Ches School District: COATESVILLE AREA Tax Parcel Number: 29-7-120

**D. VALUATION DATA**

1. Actual Cash Consideration <u>- 0 -</u>	2. Other Consideration <u>+ - 0 -</u>	3. Total Consideration <u>= - 0 -</u>
4. County Assessed Value <u>709,830</u>	5. Common Level Ratio Factor <u>X 1.7</u>	6. Fair Market Value <u>= 1,206,711</u>

**E. EXEMPTION DATA**

1a. Amount of Exemption Claimed: 100% 1b. Percentage of Interest Conveyed: 100%

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

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

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

Signature of Correspondent or Responsible Party: Jeffrey R. Abbott Date: 9/14/12

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED. 11210547 Page 5 of 6 B-8517 P-898 09/14/2012 09:18A