

#1659



County of Chester, Pennsylvania

OFFICIAL USE			
Agricultural Use	☒	Agricultural Reserve	☐
Forest Reserve	☐	Disapproved	☐
Assessment Office			Date 7/23/97
Recorded:	Record Book	Page	Date

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

1. This application must be completed and executed by all fee simple owners of the property for which application is being made. Should the property be titled in the name of a corporation, the application must be executed by the individual authorized by corporation resolution to do so. Should the property be titled to an entity other than a corporation, the application must be executed by an individual duly authorized to act on behalf of that entity. A copy of the appropriate corporate resolution or authorization must be attached to this application.

2. All signatures on this application must be notarized.

3. This application may be filed in person or by mail at the Chester County Assessment Office, 235 W. Market Street, Suite 200, West Chester, Pennsylvania 19382-2914. Any questions regarding the proper completion of the application are to be directed to the Assessment Office at the above address or by calling (610) 344 6105.

4. Act 319 of 1974, as amended, requires that this application be POSTMARKED by June 1st in order to be effective for the calendar tax year commencing the following January 1st. There is an open enrollment period each tax year between March 1 and June 1.

5. A processing fee (\$36.50) and a recording fee (\$13.50) must be remitted with this application. Attach one check in the amount of \$50.00, payable to the "TREASURER OF CHESTER COUNTY." NOTE: A SEPARATE APPLICATION IS REQUIRED FOR EACH DEEDED PARCEL.

Qualification for enrollment of your property into the Act 319 preferential assessment program is determined by meeting the minimum requirements set forth in 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 the property 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): 030 02 0012 ACREAGE: 5.8

ACREAGE:

PROPERTY LOCATION: Marshall Rd

Property Address

Lyndell

Municipality (Name of City, Borough, or Township)

OWNER'S NAME(S): SPATOLA ROBT JR

Kobylowski

First

SPATOLA

First

EISTER

NANCY

S. Initial

(Other than individuals, use first line only for entity or corporation name, second for name of authorized individual.)

MAILING ADDRESS: Box 426 Lyndell

Number

Street

Pa.

City

State

ZIP

TELEPHONE NUMBER: 610 942 3450

Daytime Number

Home Number

BK4288PG1314

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Answer all questions!

	N/A	Yes	No		N/A	Yes	No
1. Is this parcel 10 contiguous acres or more in size?		☒	☐	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?		☐	☒
2. Does this application represent the total acres in the parcel?		☒	☐	If your answer is "yes" to Question 7, do you agree to these stated conditions?	☒	☐	☐
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.)	☒	☐	☐	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.		☒	☐
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?	☐	☒	☐	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?	☒	☐	☐	A. Do you have an approved Conservation plan?	☐	☒	
6. Do you or anyone else currently conduct a non-agricultural commercial business on this land parcel that exceeds two acres?		☐	☒	B. Is this parcel now approved under Act 515?	☒		
If the answer is "yes", list or describe those activities below: _____ _____				C. Do you lease any minerals on this parcel?			
				Inactive _____ Active _____	☐	☒	
				D. Is this parcel located next to environmentally significant areas such as parks, historic areas, lakes, etc.?	☐	☒	

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

<u><i>[Signature]</i></u> Signature	<u>5-7-97</u> Date	<u><i>[Signature]</i></u> Signature	<u>5-20-97</u> Date
<u><i>[Signature]</i></u> Signature	<u>5-7-97</u> Date	<u><i>[Signature]</i></u> Signature	<u>5/27/97</u> Date

ACKNOWLEDGEMENT

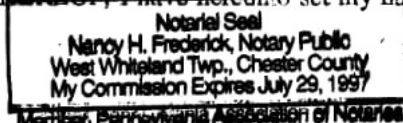
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CHESTER : SS.

INSTRUMENT
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On this, the 7th day of May, 1997, before me, a Notary Public, the herein signed, did personally appear ROBERT A. SPATOLA, JR. K. SPATOLA-KOZLOWSKI known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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



Notary Public: *[Signature]*

My Commission Expires: 7/29/97

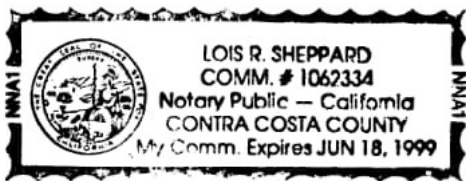
(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California
 County of Contra Costa
 On 5/27/97 before me, Lois R. Sheppard
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC
 personally appeared Jeanne Spitalo
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Lois R. Sheppard
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Property Acknowledgment
TITLE OR TYPE OF DOCUMENT
1
NUMBER OF PAGES
5/27/97
DATE OF DOCUMENT
NA
SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

Signed before me this 20th day of May, 1997 by Nancy S.Fisher.

My commission expires 10/17/97.

Marian S. Cunningham
Notary Public
3005 Center Green Dr. #220
Boulder, CO 80301

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

OWNER: Spatola, Jeanne

RE: Tax Map Parcel No.: 30-2-12

RECORDER OF DEEDS REFERENCE: BK: 255 Pg 202

LAND COVENANT DOCKET NO.: 456

1. The undersigned Owner(s), or their predecessors in title, and the County of Chester have heretofore entered into a Contract and Covenant under the provisions of the Act of January 13, 1966, P.L. (1965) 1292, as amended, 16 P.S. § 11941, et seq., which Contract and Covenant is dated Sept 16, 1974 and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

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

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

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

APPROVED BY THE COUNTY OF CHESTER

BY: _____

County Solicitor

Owner

Owner

ACKNOWLEDGEMENT

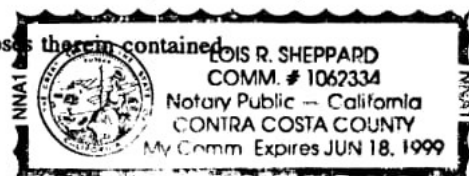
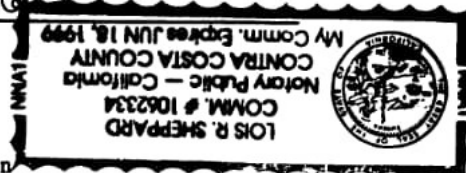
On this 5th day of June, 1997, before me, a Notary Public, the herein

signed, did personally appear JEANNE SPATOLA known to me (or satisfactorily

proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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

Notary Public: _____



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

OWNER: Fisher, N.S.

RE: Tax Map Parcel No.: 30 - 2 - 12

RECORDER OF DEEDS REFERENCE: 255 - 202

LAND COVENANT DOCKET NO.: 456

1. The undersigned Owner(s), or their predecessors in title, and the County of Chester have heretofore entered into a Contract and Covenant under the provisions of the Act of January 13, 1966, P.L. (1965) 1292, as amended, 16 P.S. § 11941, et seq., which Contract and Covenant is dated Sept 16, 1974, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

2. Intending to be legally bound and for the mutual promises contained herein, the undersigned Owner now desires to and hereby does renegotiate the Act 515 Contract and Covenant and the County of Chester hereby agrees and does so renegotiate. Both parties to this renegotiation agree to modify and amend the existing Act 515 Contract and Covenant to conform to and to include all terms and conditions of Act 319 (72 P.S. § 5490.01 to 5499.13), and to incorporate in this Agreement any future amendments to Act 319.

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

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

APPROVED BY THE COUNTY OF CHESTER

BY: _____

County Solicitor

Owner

Owner

ACKNOWLEDGEMENT

On this 25th day of June, 1997, before me, a Notary Public, the herein signed, did personally appear N.S. Fisher known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

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

Notary Public: _____

BK 4288PG1319

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

OWNER: R.A. Spatola^{JR.} & Kate Kozlowski

RE: Tax Map Parcel No.: **2-2-12**

RECORDER OF DEEDS REFERENCE: **255-202**

LAND COVENANT DOCKET NO.: **456**

1. The undersigned Owner(s), or their predecessors in title, and the County of Chester have heretofore entered into a Contract and Covenant under the provisions of the Act of January 13, 1966, P.L. (1965) 1292, as amended, 16 P.S. § 11941, et seq., which Contract and Covenant is dated Sept 16, 1974, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, and in the Land Covenant Docket in the Office of the Prothonotary as set forth above.

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

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

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

APPROVED BY THE COUNTY OF CHESTER

BY: _____

County Solicitor

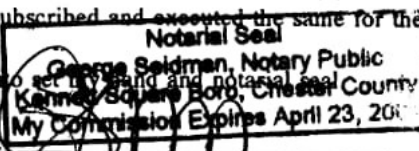
R.A. Spatola JR. Kate Kozlowski
Owner
Owner

ACKNOWLEDGEMENT

On this 10th day of June, 1997, before me, a Notary Public, the herein signed, did personally appear R.A. Spatola Jr + Kate Kozlowski known to me (or satisfactorily proven) to be the person whose name is subscribed and executed the same for the purposes therein contained.

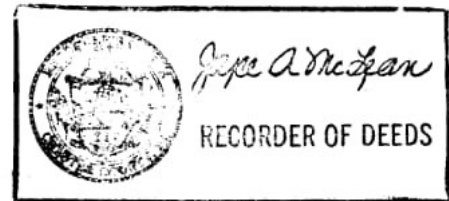
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal County

Notary Public: _____



BK 4288PG1320

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microfilming



DATE: 01/15/1998 TIME: 08:30A INST NO.: 2992

CHESTER COUNTY, PA
OFFICE OF THE REGISTER OF DEEDS

RECEIPT NO : 001359	TYPE DOC :	MISC
REC FEE	:	19.50
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.50

RETURN TO
Tax Assessment