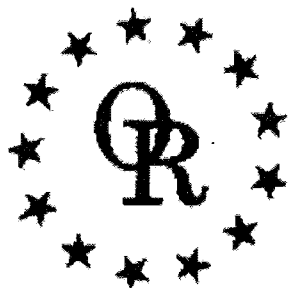


## Commitment for Title Insurance

Commitment #: 77811-M



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.


All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the office of:  
Manito Abstract Company, Inc.  
100 West Market Street  
West Chester, PA 19382  
Telephone: (610) 436-4767  
Fax: (610) 436-6427

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

  
\_\_\_\_\_  
Authorized Signatory

Manito Abstract Company, Inc.  
100 West Market Street, West Chester, Pa  
Telephone: (610) 436-4767  
Fax: (610) 436-6427

Commitment for Title Insurance

***Old Republic National Title Insurance Company***

**SCHEDULE A**

Commitment No.: 77811-M

Effective Date: 4/10/2017

1. Policy or Policies to be Issued:

- ☐ ALTA Homeowner's Policy of Title Insurance (06/17/2006) Modified by TIRBOP
- ☐ ALTA Expanded Coverage Residential Loan Policy (06/17/2006 Modified by TIRBOP
- ☐ ALTA Policy Form (06/17/06) as Modified by TIRBOP
- ☐ ALTA Short Form Residential Loan Policy (06/16/2007) as Modified by TIRBOP

a. Owner's Policy Amount: \$0.00

Proposed Insured: To be furnished

b. Loan Policy Amount: \$

Proposed Insured: , its successors and or assigns, as their interests may appear.

Endorsement(s):

c. Loan Policy Amount: \$

Proposed insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective dated hereof vested in:

New Garden Township

3. The land referred to in this Commitment is described in Schedule C.

1235 Newark Road, Toughkenamon, PA 19374  
New Garden Township  
Chester County, Pennsylvania  
Chester County UPI 60-1-25.7

# ***Old Republic National Title Insurance Company***

Commitment No.: 77811-M

## **SCHEDULE B - SECTION I**

The following are the requirements to be complied with:

1. The Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.

DEED:                New Garden Township  
                         to  
                         To be furnished

MORTGAGE:        To be furnished  
                         to

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records.
5. Town, County and School Taxes and Water and Sewer Rents for the Current year. (If paid, receipts are to be produced and filed with the Company.)
6. Owners Affidavit on this Company's form to be made by or on behalf of New Garden Township and filed with this Company.
7. Purchaser's Affidavit on this Company's form to be made by or on behalf of To be furnished and filed with this Company.
8. Proof that no sewers have been installed or have been ordered to be installed upon or abutting these premises.
9. Proof that there are no support judgments or support arrearages entered against Seller(s) or Mortgagor(s) in any jurisdiction.
10. Town, County and School Taxes and Water and Sewer Rents in the years 2014 to 2016 inclusive to be produced and filed with the Company.

# ***Old Republic National Title Insurance Company***

Commitment No.: 77811-M

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

### **DISPOSITION**

11. Proof of identity, legal age, competency and marital status of all parties to the transaction.
12. 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 the President's Executive Order Targeting Terrorist Assets.
13. MORTGAGE FUNDS, AS WELL AS INDIVIDUAL FUNDS OR OTHERWISE MUST BE IN THE FORM OF CASH, CERTIFIED CHECK, OR CASHIERS CHECK AT TIME OF SETTLEMENT. However, cash or currency in the amount of \$10,000.00 or more which now requires an IRS reporting form will not be accepted. For IRS reporting form requirement, "cash" includes any individual cashier's check, bank draft (check), traveler's check or money order having a face amount of less than \$10,000.00. Disbursement will not occur on uncollected funds. Wires must be confirmed.

### **14. LIENS TO BE RELEASED OR SATISFIED**

MORTGAGES of record (0): NONE

If any of the mortgages certified hereon secure a line of credit, the line of credit account must be closed and no further draw or disbursement made. The borrower will be required to execute a letter to the lender requiring the account be closed that will accompany a payoff of the mortgage.

JUDGMENTS: NONE

TAX LIENS: NONE (Tax UPI 60-1-25.7; Assessment \$97,410.00)

15. Resolution by New Garden Township approving the proposed transaction.
16. Names of purchasers to be furnished and searched any additional objections by reason thereof to be certified prior to settlement.

# ***Old Republic National Title Insurance Company***

Commitment No.: 77811-M

## **SCHEDULE B - SECTION II**

### **DISPOSITION**

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

1. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which a correct survey would show.
2. Possible tax increase based on additional assessment not yet due and payable.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Subject to air rights and easement and to any Airport Zoning Regulations, if any, limiting the height of structures and regulating use of property in vicinity of airport, pursuant to provision of the Act of 4/17/1945 P.L. 237.
5. Notes and conditions as shown on Chester County Plan #18691 and #19728.
6. Restrictions as set forth in Deed Book F-63 page 355 and Deed Book L-36 page 219.
7. Restriction and reservation as set forth in Deed Book X-38 page 294.
8. Rights granted to Chester County Light and Power Company as set forth in Misc. Deed Book 93 page 594.
9. Rights granted to and with Philadelphia Electric Company as set forth in Misc. Deed Book 115 page 113, Misc. Deed Book 177 page 781, and Misc. Deed Book 661 page 24
10. Rights granted to The Bell Telephone Company of Pennsylvania as set forth in Misc. Deed Book 188 page 206 and Misc. Deed Book 456 page 494.
11. Contract and Covenant under ACT 515 as set forth in Misc. Deed Book 264 page 185 and Record Book 664 page 451
12. Affidavit in support of recording survey and request for assignment of Uniform Parcels Identifier Numbers as set forth in Record Book 7726 page 1388.

# ***Old Republic National Title Insurance Company***

Commitment No.: 77811-M

## **SCHEDULE C**

ALL THAT CERTAIN tract or parcel of land known as Tract 1, situate in New Garden Township, Chester County; Pennsylvania, as shown on a plan entitled AIRPORT PARCEL MAP, NEW GARDEN AIRPORT, dated January 19, 2009, prepared by Gilmore & Associates, Inc, 415 McFarlan Road, Suite 213, Kennett Square, PA and being more particularly described as follows to wit:

BEGINNING at a point in New Garden Township, in or near the road bed of Newark Road (33 feet wide), said point being the southeastern most corner of the herein described parcel of land and the northeastern most corner of Tax Parcel 60-1-28; thence leaving the road bed and along Tax Parcels 60-1-28, & 60-1-32, South 69°55'37" West, a distance of 1104.14 feet to a point; thence along Tax Parcels 60-1-32 & 60-1-35, South 71°51'51" West, a distance of 345.29 feet to a pinched iron pipe; thence along Tax Parcels 60-1-35 & 60-3-13, South 29°29'22" West, a distance of 494.48 feet to a point; thence along parcel 60-3-13, South 46°31'02" West, a distance of 193.09 feet to a point; thence along Tax Parcel 60-3-6, North 48°24'21" West, a distance of 157.00 feet to a field stone; thence along Tract 4, a corner of Tract 2, North 45°00'00" East, a distance of 2400.15 feet to a point in the aforementioned road bed of Newark Road; thence through the road bed, South 22°03'18" East, a distance of 138.59 feet to a point; thence through same, South 20°02'18" East, a distance of 125.62 feet to a point; thence through same, South 11°54'18" East, a distance of 77.98 feet to a point; thence through same, South 08°30'41" East, a distance of 85.03 feet to a point; thence leaving the road bed and along Tax Parcel 60-1-27.1, South 73°48'57" West, a distance of 405.85 feet to a point; thence along same, South 14°41'03" East, a distance of 347.10 feet to a point; thence along same, North 70°18'27" East, a distance of 364.38 feet to a point in or near the road bed of the aforementioned of Newark Road; thence through the road bed, South 11°51'39" East, a distance of 19.10 feet to the Point of Beginning being a portion of Tax Parcels 60-1-25, 60-1-26, & 60-1-27. Containing 12.65 Acres, more or less.

BEING Chester County UPI 60-1-25.7

BEING the same premises which New Garden Township, by deed dated June 26, 2009 and recorded June 30, 2009 in the Office for the Recorder of Deeds in and for the County of Chester, and Commonwealth of Pennsylvania in Record Book 7709 page 1686, granted and conveyed unto New Garden Township, in fee.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith
  - (a) to comply with the requirements hereof, or
  - (b) to eliminate exceptions shown in Schedule B, or
  - (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment.In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at <http://www.alta.org/>.

# ***Old Republic National Title Insurance Company***

Commitment No.: 77811-M

## **COMMITMENT NOTICE AND DISCLOSURE**

The Commonwealth of Pennsylvania Department of Insurance requires that we send the following notice to you, our applicant, prior to closing. They further require that you, the applicant forward this notice to the consumer in advance of the day of closing: your title insurance fee covers the cost of closing on the insured real estate property if it takes place during regular office hours and at the office of the title insurance agent or underwriter. If your closing takes place at a location or time of your choosing, or that of your lender or realtor, the title insurance agent or underwriter may impose an additional charge for this special service. You may determine the amount of this additional charge, if any, by contacting the party listed on the bottom of Schedule A.

The Enhanced Coverage Homeowner's Policy of Title Insurance and/or the Expanded Coverage Residential Loan Policy is available for most 1-4 family, owner-occupied residencies at an additional cost. Please contact the agent that issued this Commitment for additional information regarding these policies.

NOTE: If a policy other than the 06/17/06 ALTA Owner's Policy of Title Insurance, 06/17/06 ALTA Loan Policy of Title Insurance or 2007 Short Form Residential Loan Policy is ultimately issued, Section 5 of the Conditions on ALTA Commitment of Title Insurance hereof is not applicable.



MANITO ABSTRACT COMPANY, INC.  
100 WEST MARKET STREET  
WEST CHESTER, PA 19382  
PHONE: (610) 436-4767 FAX: (610) 436-6427

## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- \* Information we receive from you or your authorized representative on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- \* Information about your transactions with us, our affiliated companies, or others; and
- \* Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have request of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, title insurance agencies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

\*\*\*\*

100 West Market Street, P.O. Box 841 West Chester, PA 19381-0841

57890

177.9

515  
76100

(No. 44-2)

DEED-TYPEWRITER

Printed and sold by Mark A. Green Co., Baltimore, 146 Thelma St., Baltimore, Md.

**This Deed, Made this**

14 day of Feb

in the year of

our LORD one thousand nine hundred and eighty-four (1984).

BETWEEN, ALEXIS IRENEE DUPONT, Grantor, party of the first part,

- AND -

ALEXIS IRENEE DUPONT, Trustee U/A dated February 14, 1984, Grantee, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) - - - - - lawful money of the United States of America, bargains, and sells, releases and confirms, and conveys with the said receipt whereof is hereby acknowledged, hereby grants, sells and conveys a part of the second part, and its successors and assigns,

AND that certain tract of ground with various buildings erected thereon situate in Township of New Garden, County of Chester, State of Pennsylvania, being bounded and described according to a survey made May 21, 1965, by G. E. Regester, Jr. & Sons, Registered Surveyors, as follows, to-wit:

BEGINNING at an old iron pin set in lines of Vincent Santucci, said iron pin marking the Southwesterly corner of this and also the Easterly corner of lands of Andres Pannoll; thence leaving said point of beginning and by lands of the said Pannoll, the following two courses and distances to-wit: (1) North 07 degrees 40 minutes 56 seconds West six hundred ninety and fifty-six hundredths (690.56) feet to an old iron pin; (2) North 07 degrees 43 minutes 03 seconds West two hundred ninety-nine and two-tenths (299.2) feet from an old iron pin, marking a corner of this land and lands now or formerly of Albert LaFrance; thence by lands of the said La France, the following three courses and distances to-wit: (1) North 71 degrees 05 minutes 28 seconds East three hundred twenty-two and twenty-six hundredths (322.26) feet to an old iron pin; (2) North 22 degrees 13 minutes West five hundred sixty-two and three hundredths (562.03) feet to an old iron pin; (3) South 67 degrees 46 minutes 26 seconds West one hundred seventy-two and sixty-seven hundredths (172.67) feet to an old iron pin set in line of lands now or formerly of Arthur Crowell, Jr.; thence by lands of the said Crowell, the following two courses and distances to-wit: (1) North 06 degrees 29 minutes 54 seconds West two hundred four and thirty-two hundredths (204.32) feet to a stone; (2) North 07 degrees 50 minutes 57 seconds West five hundred ninety-six and three-tenths (596.3) feet to a stone, said stone being the Northwest corner of this and the Southwesterly corner of the Toughkenamon Land Company lands; thence by land of the Toughkenamon Land Company the three courses and distances to-wit: (1) North 82 degrees 45 minutes 36 seconds East thirteen hundred forty-seven and thirty-three hundredths (1347.33) feet to a stone; (2) North 06 degrees 41 minutes 25 seconds West two hundred fifty-five and eighteen hundredths (255.18) feet to a corner post; (3) North 80 degrees 06 minutes East two hundred ten and thirteen (210.13) feet to an old iron pin; set for a corner of this and the Southwesterly corner of lands of Jeanette Westfall Berger; thence by lands of the said Berger North 81 degrees 30 minutes 47 seconds East eleven hundred twenty-eight and ninety-two hundredths (1128.92) feet to an old iron pin; thence still by the same, North 05 degrees 23 minutes East, two hundred eighty-six and four-tenths (286.4) feet to an old iron pin, a corner of Joseph Hayworth; thence by lands of the said Hayworth, South 04 degrees 45 minutes East seven hundred sixty-four and fifty-three hundredths (764.53) feet to an old iron pin; thence still by the same North 89 degrees 55 minutes 16 seconds East three hundred thirty-nine and seventy-six hundredths (339.76) feet to an

F. 63 355

old iron pin set forth a corner of this and the Southeasterly corner of lands of the said Joseph Hayworth, and also being in line of lands of Louis Cocciolone; thence by lands of the said Cocciolone, South 05 degrees 36 minutes 40 seconds East one hundred two and three-tenths (102.3) feet to an old iron pin set in line of lands of Angelo Bortrando; thence partly by lands of the said Bortrando and also by lands of George J. Jester, now or formerly, South 72 degrees 23 minutes 40 seconds West three hundred forty-five and ninety-one hundredths (345.91) feet to an old iron pin; thence still by lands of the said Jester, now or formerly, South 29 degrees 59 minutes 20 seconds West one hundred sixty-seven and five-tenths (167.5) feet to an old iron pin marking a corner of this and the Northeastorly corner of lands of Cocciolone; thence by lands of the said Cocciolone, South 53 degrees 40 minutes 30 seconds West five hundred twenty-three and fifty-six hundredths (523.56) feet to a stone marking a corner of this and the Northeastorly corner of lands of Joseph D'Amico; thence by lands of the said D'Amico, South 47 degrees 38 minutes 47 seconds West sixteen hundred forty-one and seventy-four hundredths (1641.74) feet to a stone marking a corner of this and the Northeastorly corner of lands of Albert and Joseph Rotunno; thence by lands of the said Rotunno, South 48 degrees 19 minutes 34 seconds West three hundred fifty-three and seventy-six hundredths (353.76) feet to a stone; thence still by lands of the same North 77 degrees 39 minutes 12 seconds West four hundred forty-nine and fifty-eight hundredths (449.58) feet to a stone marking a corner of this land and lands of the said Albert and Joseph Rotunno, also the Northeastorly corner of lands of Vincent Santucci; thence by lands of the said Santucci, South 64 degrees 34 minutes West fifteen and four-tenths (15.4) feet to the first mentioned point and place of beginning.

CONTAINING 119.196 acres of land, more

or less.

ALSO ALL THAT CERTAIN tract of ground situate in New Garden Township, Chester County, Pennsylvania, being bounded and described according to a survey made May 21, 1965 by George E. Regester, Jr. and Sons, Registered Surveyors, as follows, to-wit:

BEGINNING at a stone set in line of lands of Andrew Pannell, now or formerly, said stone marking the Northwesterly corner of this and the Northeastorly corner of lands of Alfred Santucci; thence leaving said stone of beginning and by lands now or formerly of the said Andrew Pannell, North 64 degrees 28 minutes East three hundred ninety-six and twenty-nine hundredths (396.29) feet to a stone; thence still partly by same and also partly by lands of Ambrogio DiMarco, about to be conveyed to Alexis I. duPont, et ux, North 64 degrees 34 minutes East one hundred sixty-four and thirteen hundredths (164.13) feet to a stone marking a corner of this and the Northwestorly corner of lands of Albert and Joseph Rotunno about to be conveyed to the said Alexis I. duPont et ux; thence by lands of the said Rotunno, about to be conveyed to said duPont, South 51 degrees 50 minutes 12 seconds East four hundred six and forty-eight hundredths (406.48) feet to an iron pin set for a corner of this and other lands of Vincent Santucci, of which this was a part; thence by other lands of Vincent Santucci, of which this was a part, South 44 degrees 18 minutes West five hundred twenty-eight and nineteen hundredths (528.19) feet to an iron pin set in line of lands now or formerly of Alfred Santucci; thence by lands of Alfred Santucci, now or formerly, the following two courses and distances to-wit: (1) North 78 degrees 59 minutes West three hundred fifty-six and sixty-one hundredths (356.61) feet to an iron pin; (2) North 18 degrees 25 minutes West three hundred thirty-seven (337) feet to the first mentioned point and place of beginning.

CONTAINING 7.169 acres of land, more

or less.

UNDER AND SUBJECT, NEVERTHELESS, to the restriction that no septic tanks or sewerage disposal field or fields shall be located on that portion of the within tract having a Southern slope. This provision shall not affect surface run off water.

ALSO ALL THAT CERTAIN tract of ground situate in New Garden Township, Chester County, Pennsylvania, being bounded and described according to a Survey made May 21, 1965, by George E. Regester, Jr. & Sons, Registered Surveyors, as follows, to-wit:

BEGINNING at a stone marking a corner of this and a corner of lands about to be conveyed to Alexis I. duPont

by Ambrogio DiMarco, said stone of beginning being the Northeast-ly corner of lands of Vincent Santucci about to be conveyed to Alexis I. duPont et ux; thence leaving said stone of beginning and by lands about to be conveyed to Alexis I. duPont et ux by Ambrogio DiMarco, South 77 degrees 39 minutes 13 seconds East four hundred forty-nine and fifty-eight hundredths (449.58) feet to a stone marking a corner of this land lands of said DiMarco about to be conveyed to the said Alexis I. duPont; thence by lands of Albert and Joseph Rotunno, of which this was a part the following two courses and distances to-wit: (1) South 42 degrees 39 minutes 12 seconds East twenty-two and seventy-two hundredths (22.72) feet to an iron pin; (2) South 44 degrees 18 minutes West one hundred ninety-three and twenty-seven hundredths (193.27) feet to an iron pin set for a corner of this and lands about to be conveyed to the said Alexis I. duPont by Vincent Santucci; thence by lands about to be conveyed to Alexis I. duPont by the said Vincent Santucci, North 51 degrees 50 minutes 12 seconds West four hundred six and forty-eight hundredths (406.48) feet to the first mentioned point and place of beginning.

CONTAINING .964 acres of land, more or less.

ALSO ALL THAT CERTAIN tract or piece of ground with the buildings thereon erected situate in the Township of New Garden, County of Chester and State of Pennsylvania, being described according to a Plan of Properties to be conveyed to Alexis Irene duPont et ux made by G. E. Regester, Jr. & Sons, Surveyors, dated January 27, 1965, and last revised April 19, 1965, as follows, to-wit:

BEGINNING at a point in the title line in the bed of a Public Road (leading from Toughkenamon to Doe Run) at a corner of land of Louis Cocciolone and in line of land of Brandywine Growers Corp.; thence leaving the title line in the bed of Public Road and crossing over the Westerly side of said Public Road along lands of Louis Cocciolone, South 80 degrees 09 minutes 40 seconds West ten hundred eighty-nine and three-tenths (1089.30) feet to a pipe at a corner of lands of Joseph Hayworth; thence extending along lands of Joseph Hayworth the three following courses and distances: (1) North 4 degrees 04 minutes 40 seconds East four hundred thirty and sixty-six hundredths (430.66) feet to a stone; (2) North 5 degrees 35 minutes 20 seconds West two hundred six and twenty-five hundredths (206.25) feet to a point; and (3) South 79 degrees 32 minutes West two hundred ninety-seven (297) feet to a point in line of lands of Ambrogio DiMarco; thence extending along lands of Ambrogio DiMarco, the two following courses and distances: (1) North 13 degrees 46 minutes East two hundred ninety-eight and sixty-five hundredths (298.65) feet to a pipe; and (2) North 79 degrees 16 minutes 34 seconds West eleven hundred thirty-three and three-tenths (1130.3) feet to a stone in line of land of The Toughkenamon Land Company; thence extending along land of the Toughkenamon Land Company, North 27 degrees 56 minutes 20 seconds East one hundred ninety-seven and six-tenths (197.60) feet to a point at a corner of land now or formerly of Jenkins Brothers; thence extending along land now or formerly of Jenkins Brothers the seven (7) following courses and distances: (1) South 77 degrees 43 minutes 30 seconds East four hundred forty-seven (447) feet to a stone; (2) North 16 degrees 39 minutes 35 seconds East four hundred fifty-eight and sixty-nine hundredths (458.69) feet to a stone; (3) South 81 degrees 11 minutes 30 seconds East three hundred nine and nine-tenths (309.90) feet to a stone; (4) North 24 degrees 38 minutes East five hundred fifty-two and six-tenths (552.60) feet to a pipe; (5) South 86 degrees 00 minutes 30 seconds East two hundred ninety and three-tenths (290.30) feet to a point; (6) South 86 degrees 53 minutes East one hundred seventy-four (174) feet to a point; and (7) North 4 degrees 31 minutes East two hundred forty (240) feet to a pipe at a corner of land late of R. W. Emerson; thence extending along land late of R. W. Emerson, South 86 degrees 41 minutes East three hundred thirty-seven (337) feet to a pipe on the Westerly side of the first mentioned Public Road; thence extending along Westerly side of Public Road the two following courses and distances: (1) South 2 degrees 31 minutes 12 seconds East, nine hundred seventeen and four-tenths (917.40) feet to a point; and (2) South 23 degrees 22 minutes East five hundred sixty-three and four-tenths (563.40) feet to a point; thence extending along the title line in the bed of said Public Road and along lands now or formerly of H. G. Shortlidge, Jr., South 28 degrees 31 minutes 40 seconds East seventy-one (71) feet to a point at a corner of lands of Brandywine

Growers Corp.; thence still along the title line in the bed of said Public Road and along lands of Brandywine Growers Corp. the three following courses and distances: (1) South 19 degrees 40 minutes 20 seconds East seventy-four and five-tenths (74.50) feet to a point; (2) South 8 degrees 55 minutes 20 seconds East three hundred fifty-two (352) feet to a point; and (3) South 2 degrees 19 minutes 40 seconds West one hundred sixty-two and twenty-four hundredths (162.24) feet to the first mentioned point and place of beginning.

CONTAINING 58.3073 acres.

BEING the same lands and premises which Alexis Irenée duPont and Anne Elise duPont, his wife, by Indenture dated November 29, A. D. 1967, of record in the Office of the Recorder of Deeds, in and for Chester County, in Deed Book X-37, Page 737, granted and conveyed unto Alexis Irenée duPont, in fee.

In Witness Whereof, the said party of the first part he hereunto set his hand and seal, the day and year aforesaid.

Witness my hand and seal this 14th day of February, 1980, at New Castle, Delaware.  
Alexis Irenée duPont  
Notary Public  
State of Delaware  
NEW CASTLE County, ss.

We do Remember, That on this 14th day of February, in the year of our LORD, one thousand nine hundred and eighty-four, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, ALEXIS IRENEE DUPONT,

party to this Indenture, known to me personally to be such, and duly acknowledged this Indenture to be his Deed.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

Grantor Address:  
300 Twaddell Mill Rd.  
Centreville, DE, 19807

Rep. in Chester Co. Pg. In  
Deed Bk. F63 Page 355

Elaine S. West  
RECORDER OF DEEDS

F. 63 358

RECORDED  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF COUNTY COLLECTIONS

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY  
BOOK NUMBER 663  
PAGE NUMBER 131  
DATE RECORDED 7-14-84

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN IN THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 9, RTT ACT OF DEC. 17, 1951, P. 1, 1973 AS AMENDED)

SECTION I

(COMPLETE FOR ALL TRANSACTIONS)

Alexis Irene DuPont

GRANTOR

300 Twaddell Hill Road

Centerville, DE 19807

Alexis Irene DuPont, Trustee

GRANTOR

Centerville, DE 19807

shms

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS

New Garden Township

Chester

N.O. STREET NUMBER OR OTHER DESCRIPTION

NAME OF LOT AS GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 1.00

HIGHEST ASSESSED VALUE \$ 76,300

FAIR MARKET VALUE \$

REALTY TRANSFER TAX PAID \$ 00

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

Transfer to Trustee under agreement dated 2/14/84

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE

SECTION II

(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ DISPOSITION

DATE

ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

DATE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

DATE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

DATE

ADDRESS

SECTION III

(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE

NAME

ADDRESS

TITLE

SUCCESSFUL BIDDER

NAME

ADDRESS

TITLE

	ADJUSTMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			
ADJUSTMENT PLUS INTEREST			
BID PRICE			
PRIOR RECORDED LIEN			
PRIOR RECORDED MORTGAGE			
PRIOR RECORDED MORTGAGE			
UNPAID REAL ESTATE TAXES			
WATER RENT DUE			
SEWER RENT DUE			
ATTORNEY FEES			
OTHER COSTS, ETC.			
TOTAL			

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS

WORK AND SUBSCRIBED BEFORE ME THIS  
10th day of July 1984  
MICHAEL E. HOVEY, Notary Public  
My Commission Expires May 18, 1987

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.

GRANTOR ☒ AGENT FOR GRANTOR  
GRANTOR ☒ AGENT FOR GRANTOR  
STRAW ☐ TRUSTEE

63

359

(10/24)

**EXEMPTION CLAIMED FOR  
STRAW-AGENT-PRINCIPAL-TRUSTEES**

COMPLETE THIS SECTION WHEN EXEMPTION FROM PENNSYLVANIA REALTY TRANSFER TAX IS CLAIMED ON THE BASIS THAT THE TRANSACTION REPRESENTS A TRANSFER FROM (TRAY OR AGENT) TO PRINCIPAL, OR FROM TRUSTEE, IN EXECUTION OF THE TRUST.

**SECTION IV**

THE DEED OF ACQUISITION TRANSFERRING THIS IDENTICAL PROPERTY INTO THE ALLEGED STRAW, AGENT OR TRUSTEE SPECIFICALLY INDICATES THAT:

Alexis Irene DuPont	300 Twaddell Hill Road
TRANSFEROR	Centerville, DE 19807
Alexis Irene DuPont	Same as above
TRANSFERRER	ADDRESSEE

RECORDING DATE \_\_\_\_\_ DEED BOOK VOLUME \_\_\_\_\_ PAGE NUMBER \_\_\_\_\_

REALTY TAX PAID AT THAT TIME \$ \_\_\_\_\_

A DISCLOSURE OF THE STRAW, AGENT, OR TRUSTEE RELATIONSHIP WAS NOTED ON THE ABOVE MENTIONED DEED. ☒ YES ☐ NO

ANOTHER DEED WAS EXECUTED AND ACKNOWLEDGED SIMULTANEOUSLY WITH THE ABOVE DEED DISCLOSING SUCH HOLDING. ☐ YES ☒ NO

RECORDING DATE \_\_\_\_\_ DEED BOOK VOLUME \_\_\_\_\_ PAGE NUMBER \_\_\_\_\_

REALTY TAX PAID AT THAT TIME \$ \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE  
FOR BUREAU USE ONLY**

FIELD SECTION	BUREAU HEADQUARTERS
RECOMMENDATION:	ACCEPTED AS FILED <input type="checkbox"/>
ACCEPT AS FILED <input type="checkbox"/>	RETURN TO FIELD FOR INVESTIGATION <input type="checkbox"/>
COMPLETE INVESTIGATION <input type="checkbox"/>	REASSIGNED TO : _____ (DATE)
INVESTIGATOR _____	INVESTIGATOR _____
DATE _____	DATE _____

F. 083 830



This Deed, made this 17th day of June 1965.  
Between, SAMUEL SANTUCCI and MARY SANTUCCI, his wife, of New Garden  
Township, Chester County, Pennsylvania, (hereinafter called the "Grantors"),

of the one part, and ALEXIS IRENEE DUPONT and ANNE ELISE DUPONT, his wife, of  
Wilmington, Delaware (hereinafter called the "Grantees"), of the other part.

Witnesseth. That in consideration of ONE (\$1.00) Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said  
Grantees, their heirs and assigns, as tenants by the entirety,

ALL THAT CERTAIN tract of ground situate in New Garden Township,  
Chester County, Pennsylvania, being bounded and described according to a  
survey made May 21, 1965 by George E. Regester, Jr. and Sons, Registered  
Surveyors, as follows, to wit:

BEGINNING at a stone set in line of lands of Andrew Pannell, now  
or formerly, said stone marking the Northwestern corner of this and the  
Northwestern corner of lands of Alfred Santucci; thence leaving said stone  
of beginning and by lands now or formerly of the said Andrew Pannell, North  
64 degrees 28 minutes East three hundred ninety six and twenty nine hundredths  
(396.29) foot to a stone; thence still partly by same and also partly  
by lands of Ambrosio DiMarco, about to be conveyed to Alexis I. Dupont, at  
ux, North 64 degrees 34 minutes East one hundred sixty four and thirteen  
hundredths (164.13) foot to a stone marking a corner of this and the North-  
western corner of lands of Albert and Joseph Rotunno about to be conveyed  
to the said Alexis I. Dupont et ux; thence by lands of the said Rotunno,  
about to be conveyed to said Dupont, South 51 degrees 50 minutes 12 seconds  
East four hundred six and forty eight hundredths (406.48) foot to an iron  
pin set for a corner of this and other lands of Vincent Santucci, of which  
this was a part; thence by other lands of Vincent Santucci, of which this  
was a part, South 44 degrees 18 minutes West five hundred twenty eight and  
nineteen hundredths (528.19) foot to an iron pin set in line of lands now  
or formerly of Alfred Santucci; thence by lands of Alfred Santucci, now or  
formerly, the following two courses and distances to wit: (1) North 76  
degrees 59 minutes West three hundred fifty six and sixty one hundredths  
(356.61) foot to an iron pin; (2) North 18 degrees 25 minutes West three  
hundred thirty seven (337) foot to the first mentioned point and place of  
beginning.

CONTAINING 7.160 acres of land, more or less.

BEING PART OF THE SAME PREMISES which Samuel Santucci and Mary  
Santucci, his wife, Alfred Santucci and Angeline Santucci, his wife, and  
David Santucci, singleman, by Deed dated August 12, 1938 and recorded in  
the Office for the Recording of Deeds in and for Chester County, granted  
and conveyed unto Samuel Santucci and Mary Santucci, his wife, too, in  
Deed Book D-20, Vol. 476, page 157.

UNDER AND SUBJECT, NEVERTHELESS, to the restriction that no  
septic tanks or sewerage disposal field or fields shall be located on  
that portion of the within tract having a Southern slope. This  
provision shall not affect surface run off water.

REAL ESTATE TRANSFER TAX  
PAID ON 7/16/65

Jose B. Guff

Dep. Clk.

L 36 PAGE 219



RECORDED  
INDEXED  
JUN 18 1965  
DEPT. OF REVENUE  
TREASURY

RECORDED  
INDEXED  
JUN 18 1965  
DEPT. OF REVENUE  
TREASURY

And the said Grantors do hereby covenant to and with the said Grantees that they, the said Grantors, their heirs, executors, administrators, SILAS and WILL,  
By These Presents Warrant and forever Defend the herein above  
described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs  
and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the  
same or any part thereof, by, from or under him, her, them or any of them.  
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:

W. Scarlett  
George S. Houghton

Samuel Santucci  
Mary Santucci

State of Pennsylvania County of Chester  
On this 17th day of June 1965, before me, the  
undersigned officer, personally appeared Samuel Santucci and Mary Santucci  
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument  
and acknowledged that they executed the same for the purposes therein contained.  
I Certify the precise consideration  
for the within conveyance is \$ 769.00  
W. Scarlett  
My Commission Expires Oct 7, 1965  
BROOKHAVEN BORO. DELAWARE CO., PA.

JUN 18 11 10 AM '65  
RECORDED  
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140000  
DEPT. OF REVENUE  
TREASURY

Beed  
SAMUEL SANTUCCI and  
MARY SANTUCCI, his wife

To  
ALEXIS IRENEE DUPONT  
and  
ANNE ELISE DUPONT, his  
wife.

The address of the Grantees is  
Twaddell Hill Rd.  
Wilmington, Delaware  
THE DUPONT COMPANY  
221-571 ME.  
Lamore & Scarlett  
Kennett Square, Pa.

RECORDED IN DEED BOOK 136 PAGE 219  
GIVEN under my hand and the seal of the said  
office, the date above written.

Recorder of Deeds

35

# This Indenture,

made this 14<sup>th</sup> day of July A.D. 1969

Between, ALEXIS IRENEE DUPONT and ANNE ELISE DUPONT, his wife

(hereinafter called the "Grantor"),

of the one part, and KENNETH S. ROBERTS and ALONA M. ROBERTS, his wife

(hereinafter called the "Grantees"), of the other part.

Witnesseth, That in consideration of THIRTY TWO THOUSAND ( \$ 32,000.00 )

Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor doth hereby grant and convey unto the said Grantees their heirs and assigns, as tenants by the entireties,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected Situate in the Township of New Garden, County of Chester and Commonwealth of Pennsylvania bounded and described according to a Plan of property for Kenneth S. Roberts, made by G.E. Regester, Jr. & Sons, Surveyors dated June 25, 1969 as follows, to wit:

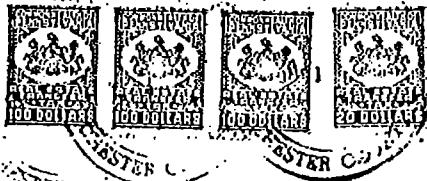
BEGINNING at a point in the center line of Doe Run Road (L.R.#15036) a corner of lands of Alexis Irene DuPont, thence leaving said Doe Run Road and extending along a 25 feet wide right of way South 70 degrees 52 minutes 10 seconds West 364.37 feet to a point in line of other lands of the said Alexis Irene DuPont; thence extending along same North 14 degrees 07 minutes 20 seconds West 347.10 feet to a point; thence extending North 74 degrees 22 minutes 40 seconds East 405.91 feet to a point in the center line of the said Doe Run Road; thence extending along same South 06 degrees 42 minutes 20 seconds East 147.52 feet to a point; thence extending South 05 degrees 01 minute 20 seconds East 140.95 feet to a point; thence extending South 12 degrees 09 minutes 20 seconds East 40.47 feet to the first mentioned point and place of beginning.

CONTAINING 2.951 acres of land, be the same more or less.

BEING part of the same premises which Louis J. Cocciolone and Eleanor Cocciolone, his wife, by Indenture bearing date the 14th day of June A.D. 1967 and recorded at West Chester in the Office for the Recording of Deeds in and for the County of Chester on the 15th day of June A.D. 1967 in Deed Book No. P-37 page 265, granted and conveyed unto Alexis Irene DuPont, in fee.

This property contains the following deed restrictions:

Reserving unto Grantors, their heirs, executors, successors, and assigns, for the benefit of the remaining land of Grantors, the right and privilege to operate an airport on the remaining land of Grantors and to cause aircraft to fly over the premises conveyed hereby at any and all heights in connection with operation of said airport. Grantees hereby waive and release unto Grantors, their heirs, executors, and assigns, the right to claim any and all damages for injuries sustained on the premises conveyed hereby in connection with the operation of said airport.



ESTATE TRANSFER TAX

PAID \$ 320.00

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Dep. Col.

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16416

And the said Grantor doth hereby covenant to and with the said Grantee is that he, the said Grantor, SHALL and WILL under and subject as aforesaid, Warrant and forever Defend the herein above described premises, with the hereditments and appurtenances, unto the said Grantee 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, by, from or under him, her them or any of them.



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

SEALED AND DELIVERED In the Presence of:

*[Signature]*

*Alexis Irene DuPont*   
Alexis Irene DuPont 

*[Signature]*

*Anne Elise du Pont*   
Anne Elise du Pont 

State of Pennsylvania County of Chester  
On this 14<sup>th</sup> day of July 1969, before me, the undersigned officer, personally appeared Alexis Irene DuPont & Anne Elise du Pont known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires 12-23-1973

DELAWARE VALLEY TITLE SEARCHES, INC.

Agents for 1518  
CHELSEA TITLE & GUARANTY COMPANY

Beed

ALEXIS IRENE DUPONT

ANNE ELISE DUPONT

14/12

To

KENNETH S. ROBERTS and  
ATANA M. ROBERTS, his

wife

Address of the Grantee is

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RECORDED in Deed Book X-36 page 294.  
GIVEN under my hand and the seal of the said office, the date above written.

Recorder of Deeds

EXECUTED this 5th day of August A.D. 1952

In the presence of: \$ .01 I hereby certify that the true, full and complete value of this transaction is \$1.00.

H.W.Hood

PENNA.

STAMPS

A.E. McLaughlin, Agent

Lewis J. Lafferty

(SEAL)

Mary K. Lafferty

(SEAL)

Commonwealth of Pennsylvania  
County of Chester

On this, the 5th day of August 1952, before me a Notary Public the undersigned officer, personally appeared Lewis J. Lafferty and Mary K. Lafferty, his wife, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein mentioned.

In Witness Whereof, I hereunto set my hand and official seal.

Harold W. Hood, Notary Public

My Commission expires Jan. 27, 1953

NOTARIAL

SEAL

Transcribed by: Linnenbaugh

Compared by: RAMSEY

Recorded: August 21, 1952 at 9:05 A.M.

RIGHT OF WAY GRANT

HARVEY G. SHORTLIDGE, JR.

TO

CHESTER CO. LIGHT & POWER CO.

IN consideration of the payment of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the undersigned grant(s) unto Chester County Light and Power Company its successors and assigns, the right to erect, construct, install, use, inspect, maintain, repair, renew, and remove a guy stub and anchor guy with guy wires and appurtenances in and upon the premises of the undersigned, Situate on the West side of Newark Road at a point approximately 45 feet North of the Southern boundary line of lands of the undersigned; the said anchor guy, guy wires and appurtenances are to be installed approximately 6 feet Northwest of the aforesaid guy stub location, in the Township of New Garden, County of Chester and Commonwealth of Pennsylvania; together with the right of ingress and egress to inspect, renew, repair and remove the aforesaid facilities.

EXECUTED this 11th day of August A.D. 1952

Witnesses: \$ .01 I hereby certify that the true, full and complete value of this transaction is \$1.00.

H.W.Hood

PENNA.

STAMPS

J. Crawford, Jr., Agent

Harvey G. Shortlidge Jr. (SEAL)

Commonwealth of Pennsylvania  
County of Chester

On this, the 11th day of August 1952, before me, a Notary Public the undersigned officer, personally appeared Harvey G. Shortlidge, Jr., known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein mentioned.

In Witness Whereof, I hereunto set my hand and official seal.

Harold W. Hood, Notary Public

My Commission expires Jan. 27, 1953

NOTARIAL

SEAL

Transcribed by: Linnenbaugh

Compared by: RAMSEY

Recorded: August 21, 1952 at 9:05 A.M.

RELEASE

DOROTHY R. HALDEMAN, AL

TO

DONALD L. RORABOUGH, AL,

EXORS.

KNOW ALL MEN BY THESE PRESENTS THAT we, the undersigned, being all the legatees and devisees named in the last will and testament of Kathryn E. Rorabough who died a resident of the Borough of Spring City, County of Chester and State of Pennsylvania, on September 22nd, 1950, leaving a last will and testament dated September 28th, 1945, duly probated in the Office of the Register of Wills of the County of Chester, State of Pennsylvania, on October 30th, 1950, do hereby acknowledge receipt of the payment and distribution to each of us of a one-fourth interest in the estate and assets of said decedent, as more particularly set forth in an accounting by the executor of said estate, said account being incorporated herein by reference, and in consideration of the foregoing and other good and valuable consideration to us in hand paid, the receipt whereof is hereby acknowledged, we hereby jointly and severally remise, release and forever discharge Donald L. Rorabough and Charles E. Rorabough, Executors of the last will and testament of Kathryn E. Rorabough and all the assets of the estate of the said Kathryn E. Rorabough, real, personal and mixed, of whatever kind and wherever situated, or and from all claims of any nature or character which we may have or now have against the estate of the said decedent, the assets thereof and the executors of said estate; and the said Dorothy R. Haldeман, one of the undersigned, also specifically acknowledges receipt of the legacy bequeathed to her under the second paragraph of said decedent's will, and by reason of the delivery to her of the said decedent's jewelry, also joins in this release in her capacity as a legatee under the provisions of said Paragraph Second of said decedent's will, and does hereby remise, release and forever discharge Donald L. Rorabough and Charles E. Rorabough, Executors of the Estate of Kathryn E. Rorabough, deceased, which against the said Donald L. Rorabough and Charles E. Rorabough, they ever had, now have, or which their heirs and assigns, or any of them hereafter can, shall or may have, for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

THIS AGREEMENT made this 12<sup>th</sup> day of November A.D. 1957, by and between JAMES P. CALLAHAN and CHRISTINE CALLAHAN, his wife, (hereinafter called the parties of the first part) and JOSEPH HAYWORTH and DOROTHY HAYWORTH, his wife, (hereinafter called the parties of the second part), all of the said parties being of the Commonwealth of Pennsylvania.

WHEREAS, the parties of the first part are owners of premises situate on the West side of Newark Road as described in Deed dated June 21, 1957, and recorded in Deed Book I-29, Volume 706, Page 612, in the Township of NEW GARDEN, County of CHESTER, Commonwealth of PENNSYLVANIA.

WHEREAS, the parties of the second part are the owners of premises adjoining lands of the parties of the first part to the West in the aforesaid Township, County and Commonwealth and are desirous of obtaining a right of way on and across premises of the parties of the first part for the purpose of erecting a pole line with anchor guys and stringing wires so that the said parties of the second part can secure from PHILADELPHIA ELECTRIC COMPANY, its successors and assigns, service for light, heat and power to the said premises of the parties of the second part.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the premises and of the sum of One Dollar (\$1.00) this day in hand paid by the parties of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby:

(a) Grant to the parties of the second part a right of way for the erection and maintenance of a pole line, anchor guys and wires on, over and across premises of the parties of the first part, Beginning at a point on the West side of Newark Road, approximately 220 feet North of the dividing line between premises of the parties of the first part and premises now or late of Lewis Cocciolone; thence extending South-west, West and Northwest for a distance of approximately 1110 feet to a point on the dividing line between premises of the parties of the first and second parts, said point being approximately 225 feet Northwardly from a dividing line between premises of the parties of the first part and premises now or late of said Lewis Cocciolone, for the purpose of conducting a continuous and adequate supply of electric energy for light, heat and power service to the premises of the parties of the second part and also the right to trim and keep trimmed all trees on premises of the parties of the first part so as to provide proper clearance for the safety of operation of the aforesaid facilities in order that said parties of the second part, their heirs and assigns, may and can obtain electric service from PHILADELPHIA ELECTRIC COMPANY, its successors and assigns for use upon the premises of the parties of the second part.

(b) Grant to PHILADELPHIA ELECTRIC COMPANY (hereinafter called Company) the full right, liberty and privilege to erect, operate and maintain Company's service supply line consisting of a single span (nominally 100 feet) of open wire construction to the said pole on premises of the parties of the first part, which pole shall be located so that the service span will be free from obstruction and supported at the point required by its size and weight.

The parties of the first and second parts grant to PHILADELPHIA ELECTRIC COMPANY, its successors and assigns, the right of ingress and egress for the purpose of inspecting at all times the entire line to be erected and maintained on the premises of the parties of the first and second parts.

The grants, rights, liberties and privileges contained and all provisions hereof are accepted and exercised under and subject to the following provisions:

(1) All costs of construction, operation and maintenance of the Company's first span of wires, including the trimming of trees in connection therewith, shall be borne exclusively by the Company.

(2) The Company at all times shall have the right to relate its applicable Tariff Provisions to the aforesaid pole line, including the right to discontinue service therefrom in case of violation of Company's Tariff Rules and Regulations and in the event said Company, in its sole judgment, deems the aforesaid facilities to be unsafe or inadequate.

242-32685-401  
Jut 1-69 ff

BOOK 115 PAGE 114

(3) The costs and expenses for renewals, repairs and maintenance work to, on or concerning the aforesaid service extension, shall be paid by the parties of the second part.

(4) The grants and the rights, liberties and provisions herein contained, insofar as they relate to the said Electric Company's service span, shall continue in force and effect so long as the aforesaid service extension shall be employed by the parties of the second part, but shall be automatically extinguished upon the permanent and total discontinuance of the use of the entire service extension.

(5) This grant and the rights, liberties, provisions, covenants, obligations and provides herein contained shall be binding upon and ensure to the benefits of the heirs and assigns of the parties of the second part, and of the said Electric Company, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have severally signed and sealed this agreement the day and year first above written.

In the presence of:

Eugene W. Phillips James P. Callahan (SEAL)  
Christine Callahan (SEAL)  
Joseph Hayworth (SEAL)  
Dorothy Hayworth (SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Chester

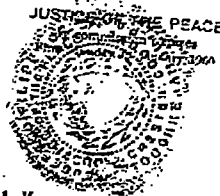
On this, the 12<sup>th</sup> day of November, 1957, before me, Eugene W. Phillips, the undersigned officer, personally appeared James P. Callahan, his wife, Christine Callahan, his wife, Joseph Hayworth, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein mentioned.

In Witness Whereof, I hereunto set my hand and official seal.

"I hereby certify that the true, full and complete value of this transaction is \$ 100.00"  
E. W. Phillips



Eugene W. Phillips  
Notary Public  
My Commission Expires:



Recorded in the Office for Recording of Deeds, &c, in and for Chester County Pennsylvania, in Misc. Deed Book 115 Page 113 &c.  
Witness my hand & Seal of Office this 10th day of December, Anna Donini 1957, at 10:21 A.M.  
Recorder of Deeds

W 1333

BE IT KNOWN that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY to the undersigned of the sum of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, the undersigned, owner of premises situate on the southwest side of Newark Road (IR-15036) in the Township of NEW GARDEN, County of CHESTER, Commonwealth of PENNSYLVANIA, more particularly described in a Deed dated June 7, 1965 and June 10, 1965, two Deeds dated June 17, 1965 and another dated July 21, 1967, recorded in the aforesaid County in Deed Book K-36, page 659 etc., Deed Book K-36, page 891 etc., Deed Book L-36, page 217, Deed Book L-36, page 219 etc., and Deed Book R-37, page 60 etc., respectively, grants unto Philadelphia Electric Company, its successors and assigns, the right, liberty and privilege to install, operate, maintain, renew, and remove gas facilities including mains, service pipes, and appurtenances under and across said premises within 5 feet southeast of and paralleling the southeast side of a certain private drive, said private drive being located on the southwest side of Newark Road (IR-15036) at the distance of approximately 1915 feet northwest of Baltimore Pike (Rt. #1), BEGINNING at a point no feet southwest of the southwest side of Newark Road (IR-15036) and extending thence from said point of beginning in a southwestwardly direction for a distance of approximately 1810 feet to a point on premises now or late of the undersigned, as shall be necessary for the purpose of transmitting and distributing gas.

The undersigned agrees that no building or other permanent structures shall be erected over said gas facilities.

EXECUTED this 12<sup>th</sup> day of February A.D. 1968.

In the presence of:

Marie Morris

Alexis Irene Dupont (SEAL)  
Alexis Irene Dupont

Edythe C. Bennett

(SEAL)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CHESTER

On this, the 12th day of February, 1968,  
before me, J. J. Mestrich, the  
undersigned officer, personally appeared Alexis Francis Shu Pont,  
known to me (or satisfactorily  
proven) to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that he executed the same  
for the purposes therein contained.

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

J. J. Mestrich  
Notary Public  
My Commission Expires October 1, 1970

"I hereby certify that the true  
full and complete value of  
this transaction is \$7,000.  
A. C. Wilkie Notary



REC. in CHEST Co  
in MIC. Ds BK # 177  
Pg 781

BOOK 177 PAGE 782



W 19119

The undersigned, owner(s) of premises situate on the west side of Newark Road (LR 15036) in the Township of New Garden, County of Chester, Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated February 14, 1984, July 21, 1967 and June 14, 1967 and recorded in the aforesaid County in Deed Books F 63, page 355, R 37, page 60 and P 37, page 265 &c.,

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

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

(1) The location of said facilities to be installed and constructed hereunder shall be shown and delineated on plans prepared by the Company, copies of which will be in the possession of the undersigned and Company, having first been approved by them;

(2) The undersigned agree(s) to keep the area where said facilities are located clear of buildings or any other permanent structure which would, in the opinion of the Company interfere with the construction, maintenance or use of the said facilities as provided hereunder;

(3) The undersigned agree(s) that the initial exercise of any of the rights herein granted shall not be construed as limiting Company's rights and privileges hereunder.

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

EXECUTED THIS 15<sup>th</sup> DAY OF October A.D. 1984

In the presence of:

Shirley J. Hunt Harvey

Alexis Renee DuPont (SEAL)  
Alexis Renee DuPont

(SEAL)

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF } SS.

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

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

Notary Public  
My Commission Expires: \_\_\_\_\_

Res. in Chester Co. Pa.

In \_\_\_\_\_, \_\_\_\_\_, Pa.

For \_\_\_\_\_

*William J. White*

Recorder of Deeds



Philadelphia Electric Company

TO

ALBERT THOMAS DU PONT

FROM

RIGHT OF WAY GRANT

RECORDED OF DEEDS  
CHESTER COUNTY, PA.  
FOR NOV 15 P 12-01

020138

V 19119

1850  
Provision: New Garden Township  
Chester County  
Penn.  
NOTED

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CHESTER

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me  
me \_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_ known to me (or satisfactorily  
proven) to be the person whose name \_\_\_\_\_ subscribed to the within instru-  
ment, and acknowledged that \_\_\_\_\_ executed the same for the  
purposes therein contained.

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

*William J. White*

Notary Public  
My Commission Expires: \_\_\_\_\_

N-72070 REV. 12/40 (1/10/11)

25  
Chester County  
My Commission Expires: \_\_\_\_\_

OL. R. 2-7  
S. 10-1  
M. 1-2

Received of THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, the sum of ONE Dollar (\$ 1.00) in consideration of which I hereby grant unto said Company, its associated and allied companies, and their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of sub conduits, manholes, cables, wires, loading coil pots and other underground appurtenances as the grantee may from time to time require, on, under and across the land that I own or in which I have any interest, said land being situated in the TOWNSHIP of NEW GARDEN, County of CHESTER, State of Pennsylvania, and bounded on the North by LANDS OF TOWNLEIGHMAN LAND CO. & OF DW. JEWINS, on the East by PUBLIC ROAD - NEWARK ROAD (L.R. 15036), on the South by LANDS OF ROBERTS, PARNELL, BERTRAND, ETC, and on the West by PUBLIC ROAD - HAVWARD RD (L.R. 15047) and also upon, under and along the roads, streets or highways adjoining the said land, with the right of ingress and egress at all times to and from the said land for the purposes herein provided, PLACE PEDESTAL TERMINAL AT BURIED SPICE IN EXISTING BURIED CABLE - ADJACENT TO HAYWARD HOUSE

IN WITNESS WHEREOF, I have hereunto set MY hand and seal, this 10<sup>th</sup> day of APRIL, A. D. 1950, at \_\_\_\_\_

WITNESSES:

Richard J. Brinton

Alexis Irenée Du Pont (SEAL)



RICHARD J. BRINTON  
R/W REP.

Land Owner

Land Owner

Land Owner

Land Owner

BOOK 188 PAGE 206


ALEXIS IRENÉE DU PONT

STATE OF PENNSYLVANIA }  
COUNTY OF CHESTER } SS.

On the 10th day of APRIL, A. D. 1970, before me, the subscriber,  
a NOTARY PUBLIC, in and for the Commonwealth of Pennsylvania, personally  
appeared the above named ALEXIS FRENCE DUPONT

and in due form of law acknowledged the above right of way grant to be his voluntary act and deed  
and desired the same to be recorded as such.

Witness my hand and official seal, the day and year aforesaid.

  
NOTARY PUBLIC  
WEST CHESTER, CHESTER CO., PA.  
MY COMMISSION EXPIRES DEC. 1, 1971

STATE OF PENNSYLVANIA }  
COUNTY OF } SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the subscriber,  
a \_\_\_\_\_, in and for the Commonwealth of Pennsylvania, personally  
appeared the above named \_\_\_\_\_

and in due form of law acknowledged the above right of way grant to be \_\_\_\_\_ voluntary act and deed  
and desired the same to be recorded as such.

Witness my hand and official seal, the day and year aforesaid.

BELL TELEPHONE CO. OF PA.  
RICHARD J. BRINTON  
102 E. MARKET ST.  
WEST CHESTER, PA.

REC- in lks 603-  
IN 11111 DJ BK # 188  
pg 206

BOOK 188 PAGE 207

60-1 MR. 25

UNDERGROUND GRANT  
Form 2043 11/17/10 ICU

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 grantees may from time to time require, on, under, along and across 1/4 land, said land being located WEST SIDE OF NEWARK RD. (US 30) SOUTH OF RYO RD. (T. 337) TOWNSHIP OF NEW GARDEN, 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.

UNDER TELEPHONE CABLE  
PLACED IN LAND

IN WITNESS WHEREOF, I have hereunto set MY hand(s) and seal(s) this 25<sup>th</sup> day of SEPTEMBER, A.D. 1937 at NEWARK RD. TOUCH BURNHAM PA. 19374 (Post Office Address)

WITNESS OR ATTEST:

James C. Clark

Oliver Adonise de Bont (Seal)  
Landowner

(Seal)  
Landowner

(Seal)  
Landowner

(Seal)  
Landowner

JAMES D. CLARK  
R/W REC.

456 REC 494



ALEXIS IRENEE DUPONT JR

Oct 4 11 27 AM '37

RECORDED & INDEXED  
CHESTER CO. PA.

Approved:

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF

(Consent Acknowledgment)

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 name of the corporation by myself as \_\_\_\_\_

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

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CHASTOT

(Individual Acknowledgment)

On this 25th day of SEPTEMBER, A.D. 1971

Before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared the above-named \_\_\_\_\_

IRANIS IRENEE JACOB

and he (she) acknowledged the foregoing instrument for the purpose therein contained by signing the name of the corporation by myself as \_\_\_\_\_

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

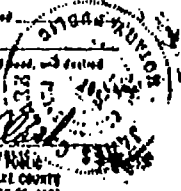
Sec. In Chastot Co. Pa. In \_\_\_\_\_

456 498

PAUL C. LESTER, Notary Public  
Lancaster, PA.  
MY COMMISSION EXPIRES MAY 25, 1981

TELEPHONE CO. OF PA.  
JAMES C. CLARK  
P.O. BOX 1  
ROUTE 1  
CHASTOT, PA. 17007

66059



CONTRACT AND COVENANT (UNDER "ACT 515")

THIS CONTRACT AND COVENANT, made this                      day of  
OCT 25 1974, 1974, between Alexis Irenée DuPont

- a n d -

COUNTY OF CHESTER

Re: Tax Map Parcel # 60-1-8.1, 60-3-2, 60-1-25, and 4-2-13

Deed Book I 37, page 629  
A 30 204  
X 37 737

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

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

2. This Agreement and the covenant herein granted by  
OWNER unto COUNTY shall constitute a covenant within the meaning  
of Act 515, P.L. 1292 (1965), January 13, 1966 (16 P.S. 11941,  
et seq), (ACT 515), as amended and as amended in the future,  
effective January 1, 1975.

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

Dec 10 9 42 AM '75  
RECORDED & INDEXED  
CHESTER CO. PA.

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

Approved by County of Chester

By [Signature]  
County Solicitor

Alexis Irene DuPont (SEAL)  
Owner

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

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

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF CHESTER :

Personally appeared before me, a Notary Public \_\_\_\_\_  
Alexis Irene DuPont

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

EXECUTED on OCT 25 1974

Mary Jane Thompson (SEAL)  
Notary Public  
My Commission Expires 10/25/1977

Jean K. Cital  
RECORDER OF DEEDS

Rec. In Chester Co. Pa. In  
Misc. 664 Page 155

264 186



CONTRACT AND COVENANT (UNDER "ACT 515")

THIS CONTRACT AND COVENANT, made this 24<sup>th</sup> day of  
Oct. 1984, between ALEXIS IRENNE DU PONT

and COUNTY OF CHESTER,

Re: Tax Map Parcel # 60-1-8.1, 60-1-25 (exclude 134.3ac -  
see map in assessment office)  
Deed Book I 37, page 629  
F 63 355

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

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

2. This Agreement and the covenant herein granted by  
OWNER unto COUNTY shall constitute a covenant within the meaning  
of Act 515, P.L. 1292 (1965), January 13, 1966 (16 P.S. 11941,  
et seq), (ACT 515), as amended and as amended in the future,  
effective January 1, 1985.

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

1114 451

022081  
RECORDED OF DEEDS  
CHESTER COUNTY, PA.  
1984 DEC 18 A 9 12

Form A515-4(p.2) 1976

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

Approved by County of Chester

By *J. M. [Signature]*  
County Solicitor

*Alexis Irene Du Pont* (SEAL)  
Owner

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

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

Personally appeared before me, a Notary Public \_\_\_\_\_  
ALEXIS IRENE DU PONT

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

EXECUTED on October 24, 1984.

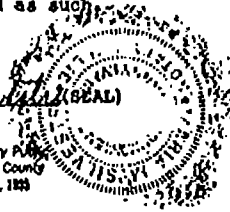
Rec. in Chester Co. Pa.  
In Ms. 4 Bk 1664  
Pg 151

Elaine S. Weil  
Recorder of Deeds



*Maria M. Silvestri* (SEAL)  
Notary Public

MARIA M. SILVESTRI, Notary Public  
West Chester, Pa., Chester County  
My Commission Expires March 4, 1988



664 452

RETURN TO

PREPARED BY AND RETURN TO:  
Brutscher, Foley, Milliner & Land, LLP  
213 East State Street  
Kennett Square, PA 19348  
610-444-4848



UPI #60-1-25 ✓

#60-1-25.6 ✓

#60-1-25.5 ✓

#60-1-25.7 ✓

4-2-13 ✓

**AFFIDAVIT IN SUPPORT OF RECORDING  
SURVEY, AND REQUEST FOR ASSIGNMENT OF  
UNIFORM PARCEL IDENTIFIER NUMBERS**

The undersigned, being duly sworn according to law, deposes and states as follows:

(1) The attached survey prepared by Gilmore & Associates, Inc., and certified and sealed by Peter B. Bloodgood, Registered Professional Land Surveyor, is a true and accurate depiction of the "Airport Properties" owned by New Garden Township, a Second Class Township of the Commonwealth of Pennsylvania.

(2) The metes and bounds descriptions of the individual tracts depicted hereon have been approved by the appropriate officials of the said Township, which hereby submits the said survey, with metes and bounds description, for recording in accordance with Chester County Ordinance 2008-1, and in accordance with the Pennsylvania Uniform Parcel Identifier Law, 21 P.S. §334(b).

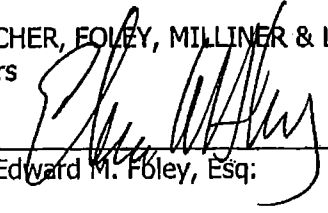
(3) Deeds from the said Township to itself for the parcels as described in the said survey are being, or have been, submitted for recording contemporaneously herewith, and the said Township requests the assignment of appropriate Uniform Parcel Identifier Numbers to each of the said parcels.

(4) The Tax Exempt Status of two of the parcels as described in the attached survey has been resolved by agreement between the said Township and the County of Chester, in the context of a certain Tax Assessment Appeal filed by the Township, and resolved via an agreed settlement. The recording of the attached metes and bounds

survey and corresponding Deeds to the individual parcels is in accordance with, and pursuant to, the terms of the said settlement agreement.

Respectfully submitted,  
TOWNSHIP OF NEW GARDEN,  
a Second Class Township of the  
Commonwealth of Pennsylvania

by: BRUTSCHER, FOLEY, MILLINER & LAND, LLP  
Solicitors

by:   
Edward M. Foley, Esq.

STATE OF PENNSYLVANIA

:SS

COUNTY OF CHESTER

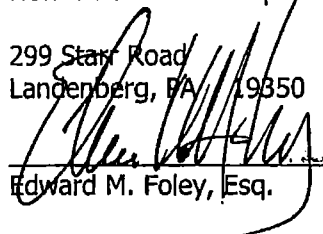
On this 17<sup>th</sup> day of July, 2009, before me, the undersigned officer, personally appeared Edward M. Foley, Esq., of Brutscher, Foley, Milliner & Land, LLP, known to me (or satisfactorily proven) to be the Solicitor of New Garden Township whose name is subscribed to the within instrument and acknowledged that he as Solicitor has full power and authority to execute the same for the purposes therein contained.

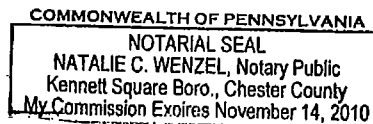
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Natalie C. Wenzel  
Notary Public

I hereby certify that the address of  
New Garden Township is:

299 Starr Road  
Landenberg, PA 19350

  
Edward M. Foley, Esq.



BRUTSCHER FOLEY MILLINER & LAND

07/20/2009 09:12A

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Page 2 of 3  
B-7726 P-1388