
EXHIBIT F122

ASSIGNMENT AND ASSUMPTION AGREEMENT,
DATED FEBRUARY 19, 2019, BY AND AMONG
SPRINGHILL FARM WASTEWATER TREATMENT
FACILITY ASSOCIATION AND DELCORA

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter referred to as "Agreement") is entered into this 14th day of February, 2019, by and between **SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION**, a Pennsylvania non-profit corporation with a mailing address of P.O. Box 756, Chadds Ford, PA 19317 (the "ASSIGNOR") and **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a Pennsylvania Municipal Authority, with a mailing address of 100 East Fifth Street, Chester, PA 19016 (the "ASSIGNEE").

WHEREAS, the ASSIGNOR owns and operates a wastewater collection system, treatment facility and plant (collectively, the "Springhill Facilities") servicing certain users (the "Generating Users") located in portions of Delaware County, Pennsylvania; and

WHEREAS, the ASSIGNEE is a municipal authority that provides sanitary sewage collection services through various collection and transmission lines constructed throughout Pennsylvania; and

WHEREAS, the ASSIGNOR and ASSIGNEE have entered into an Agreement of Service whereby ASSIGNEE will design, construct, finance, operate, monitor, repair, replace and maintain a collection system, pumping station, and any other necessary infrastructure (collectively, the "DELCORA System") to enable ASSIGNEE to collect, treat and convey, via a force main of the PETTINARO PROJECT (as defined in the Agreement of Service), wastewater from the Generating Users to the Concord Township Sewage System for treatment; and

WHEREAS, in connection with the Agreement of Service, the ASSIGNOR wishes to assign to the ASSIGNEE and the ASSIGNEE wishes to accept from the ASSIGNOR, a non-exclusive assignment of certain rights, title and interests regarding the wastewater services the Generating Users are currently receiving from the Springhill Facilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **ASSIGNED DOCUMENTS.** ASSIGNOR hereby transfers and assigns to ASSIGNEE and ASSIGNEE hereby accepts from ASSIGNOR, a non-exclusive assignment of all of ASSIGNOR's rights and obligations accruing from and after the date of execution of this Agreement for and under the plans, reports and contracts (collectively, the Assigned Documents") attached to this Agreement as Exhibit A and made a part hereof.

2. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

3. **SUCCESSORS IN INTEREST.** This Agreement and all of the provisions hereof, shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, administrators and permitted assigns of the parties hereto.

4. AMENDMENTS. This Agreement may be amended only in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Accepted and agreed to:
GRANTOR:
**SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION**

By: Robert H. Lohr II
Name: Robert H. Lohr, II
Title: President

Accepted and agreed to:
GRANTEE:
**DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL
AUTHORITY**

By: _____
Name: Stanley R. Kester
Title: Chairman

ATTEST:

By: Cyndy Syvertsen
Name: Cyndy Syvertsen
Title: Secretary

ATTEST:

By: _____
Name: _____
Title: _____

4. AMENDMENTS. This Agreement may be amended only in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


Accepted and agreed to:
GRANTOR:
**SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION**

By: _____
Name: Robert H. Lohr, II
Title: President


ATTEST:

By: _____
Name: _____
Title: _____

Accepted and agreed to:
GRANTEE:
**DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL
AUTHORITY**

By:  _____
Name: Stanley R. Kester
Title: Chairman

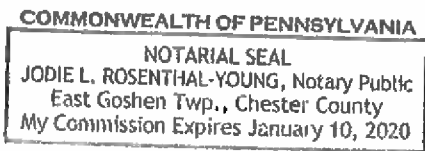
ATTEST:

By:  _____
Name: Edward E. Monaghan III
Title: Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Chester :

On this 21 day of February, 2019, before me, a Notary Public, the undersigned officer, personally appeared **ROBERT J. LOHR, II**, who acknowledged himself to be the **PRESIDENT** of the **SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION** and that as such, being authorized to do so, he executed the foregoing Assignment and Assumption Agreement and acknowledged that he executed the same for the purposes therein contained.

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



Jodie L. Rosenthal-Young
Notary Public
My Commission Expires: 01-10-2020

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared **STANLEY R. KESTER**, who acknowledged himself to be the **CHAIRMAN** of the **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY** and that as such, being authorized to do so, he executed the foregoing Assignment and Assumption Agreement and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

On this _____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared **ROBERT J. LOHR, II**, who acknowledged himself to be the **PRESIDENT** of the **SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION** and that as such, being authorized to do so, he executed the foregoing Assignment and Assumption Agreement and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF Delaware)

On this 19th day of February, 2019, before me, a Notary Public, the undersigned officer, personally appeared **STANLEY R. KESTER**, who acknowledged himself to be the **CHAIRMAN** of the **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY** and that as such, being authorized to do so, he executed the foregoing Assignment and Assumption Agreement and acknowledged that he executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Debra M. Zetusky, Notary Public
City of Chester, Delaware County
My Commission Expires Dec. 13, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Debra M. Zetusky
Notary Public
My Commission Expires: 12/13/2020

EXHIBIT "A"

Assigned Documents

RECORDED
- 1-14-93
VOL 1046 PG 1004 et seq

FIRST AMENDMENT TO DEED OF TRUST

This First Amendment to Deed of Trust is made this 30th day of December, 1992, by the SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION, a Pennsylvania non-profit corporation, in its capacity as Trustee under a certain Deed of Trust dated June 21, 1985, and recorded July 3, 1985, in the Recorder of Deeds' Office of Delaware County, Pennsylvania (hereinafter the "Recorder's Office"), at Volume 248, page 2221 et seq. (hereinafter the "Deed of Trust"). Capitalized terms used herein and not otherwise defined hereby shall have the meanings and definitions set forth for such terms in the Deed of Trust.

WHEREAS, the Deed of Trust was entered into for the purpose of, inter alia, providing a mechanism for the establishment and operation of a sanitary sewer system and waste water treatment facility to service certain real estate owned by, and identified in the Deed of Trust as the property of, certain record owners defined as beneficiaries thereunder; and

WHEREAS, a Beneficiary under the Deed of Trust is defined to mean, inter alia, the record owners of Parcel III and "such other record owners of real estate as are unanimously approved by Members and their respective heirs, successors and assigns"; and

WHEREAS, Parcel III is defined in the Deed of Trust to mean the parcel of land owned by Brinton Partners, a Pennsylvania partnership (hereinafter "Brinton Partners") as described in Exhibit "D" to the Deed of Trust and "any lands contiguous

therewith and thereafter owned by Brinton Partners, its successors and assigns"; and

WHEREAS, by Deed dated February 28, 1989, and recorded in the Recorder's Office in Volume 654, Page 2242, Brinton Partners conveyed that certain real estate described in Exhibit "A" attached hereto, which conveyance included the real estate described in Exhibit "D" to the Deed of Trust, together with a contiguous parcel of land owned by Brinton Partners, to Glen Eagle Square, Inc., a Pennsylvania corporation (hereinafter "Glen Eagle"); and

WHEREAS, Glen Eagle also acquired title to lands described in Exhibit "B" attached hereto, said lands situate south of and contiguous with the lands described in Exhibit "A" hereto; and

WHEREAS, Glen Eagle developed the lands described in Exhibits "A" and "B-1 and B-2" hereto (hereinafter jointly referred to as the "Commercial Property") as a shopping center; and

WHEREAS, First Union Investment Corporation, a North Carolina Corporation (hereinafter "First Union"), is the present owner of the Commercial Property pursuant to a Deed dated July 2, 1992, and recorded in the Recorder's Office in Volume 972 Page 2329; and

WHEREAS, in connection with the said development of the Commercial Property, State Street Development Company, a Pennsylvania corporation, entered into a certain Easement Agreement dated February 28, 1989, with Glen Eagle, said Easement Agreement being recorded in the Recorder's Office in Deed Book 654, Page 2347 (hereinafter the "Easement Agreement"), under the terms of which the owners of the Commercial Property were granted, inter alia, an

easeement to allow the sanitary sewer system serving the Commercial Property to tie into and be connected with the Facility and the sanitary sewer system operated by the Trustee subject, however, to certain conditions which include the obligation of the owner of the Commercial Property to be responsible for the payment of the cost to construct, maintain, repair and replace the sanitary sewer system situate on the Commercial Property together with all Sanitary Sewer Lines (as defined in the Easement Agreement) connecting the sanitary sewer system situate on the Commercial Property with the Facility and sanitary sewer system operated by Trustee; and

WHEREAS, pursuant to the Easement Agreement, the sanitary sewer system serving the Commercial Property and the Sanitary Sewer Lines were constructed and connected with the Facility and the sanitary sewer system operated by the Trustee at manhole No. 13 (the "Point of Connection") as shown and designated on a certain sanitary sewer plan prepared by Brandywine Valley Engineers, Inc. dated June 18, 1985, last revised December 30, 1992, which is designated as Plan No. 2-16; and

WHEREAS, the Trustee is named a third party beneficiary to the Easement Agreement; and

WHEREAS, the Trustee permitted the aforesaid connection pursuant to the Easement Agreement even though the record owner of the Commercial Property could not comply with some or all of the conditions precedent to membership status under the Deed of Trust; and

WHEREAS, it is the judgment of the Trustee that amendments to the Deed of Trust may be necessary in order to (i) clarify that the entire Commercial Property is included in the definition of Parcel III, thereby confirming that the record owner of the Commercial Property is a Beneficiary under the Deed of Trust, and (ii) provide a mechanism to achieve the status of Members for any Beneficiary who now utilizes or may hereinafter utilize the Facility without satisfying some or all of the conditions precedent to becoming a Member of the Springhill Farm Wastewater Treatment Facility Association; and

WHEREAS, Section 12 of the Deed of Trust provides for the amendment thereof by the Trustee; and

WHEREAS, it is the judgment of the Trustee that the following amendments to the Deed of Trust are necessary and proper in order to allow the Trustee to carry out the purpose of the Deed of Trust; and

WHEREAS, Trustee has received an opinion from independent counsel that the following amendments are permitted under Section 12 of the Deed of Trust.

WHEREAS, the following amendments to the Deed of Trust have been approved and consented to by (i) the Settlor; (ii) First Union; and (iii) the only Beneficiary which has achieved membership status under the Deed of Trust prior to the date hereof, Springhill Farm Condominium Association by and through its executive board (said approvals and consents are attached hereto marked as Exhibits "C", "D" and "E", respectively and made a part hereof).

NOW THEREFORE, Springhill Farm Wastewater Treatment Facility Association, by and through its undersigned corporate officers, does hereby adopt the following amendments to the aforesaid Deed of Trust:

1. Paragraph d. on page 2 of the Deed of Trust is hereby deleted in its entirety and replaced with new paragraph d. as follows:

d. "Beneficiary" and/or "Beneficiaries" means the record owners of Parcel I, Parcel II, Parcel III, Lot Nos. 67 and 73, and the Marshall Road Lots, or any of them, and such other record owners of real estate as are unanimously approved by Members and their respective heirs, successors and assigns.

2. Paragraph m. on page 4 of the Deed of Trust is hereby deleted in its entirety and replaced with new paragraph m. as follows:

m. "Member" and/or "Members" means (i) those Beneficiaries whose grant of Trust Property has been accepted by Trustee pursuant to this Deed of Trust; and (ii) those Beneficiaries, who, with the consent of the Trustee, and subject to compliance with any reasonable conditions imposed by the Trustee pursuant to Section 16 of this Deed of Trust, tie into and connect with the Facility and the sanitary sewer system operated by the Trustee; all such Beneficiaries thereby automatically being members of the Springhill Farm Wastewater Treatment Facility Association.

3. Paragraph q. on page 5 of the Deed of Trust is hereby deleted in its entirety and replaced with new paragraph q. as follows:

q. "Parcel III" means (i) all that certain parcel of land owned by Brinton Partners and situate in Birmingham Township, Delaware County, Pennsylvania being the same premises conveyed to Brinton Partners by His Eminence, John Cardinal Krol, Archbishop of Philadelphia, in His capacity as Archbishop and not in his personal or individual capacity by Deed dated February 28, 1985 and recorded in the Office in Volume 220, Page 1626, and described in Exhibit "D" attached hereto; (ii) and any lands contiguous therewith and hereafter owned by Brinton Partners or its successors and assigns; and (iii) to the extent not already described herein, all that certain land as described in Exhibit "A" and "B-1 and B-2" to this First Amendment to Deed of Trust dated December 30, 1992.

4. The first sentence in Section 8 on page 16 of the Deed of Trust is hereby deleted in its entirety and replaced with the following sentence:

In the event of any violation of the provisions of this Deed of Trust or any Sanitary Sewer Easement Agreement, or any agreement entered into between Trustee and any Beneficiary pursuant to Section 16(j) hereof, Trustee's Bylaws or the rules and regulations of Trustee, by any Member, Trustee, its successors and assigns, shall have each and all of the rights and remedies which may be provided for in this Deed of Trust, the Trustee's Bylaws, or said rules and regulations, or which may be available at law or in

equity, and may prosecute an action or other proceeding against such defaulting Member, Association, and/or others for enforcement of any lien or for damages or injunction or specific performance, or for Judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief.

The third sentence of Section 8 on page 17 of the Deed of Trust is hereby deleted in its entirety and replaced with the following sentence:

For the purpose of the preceding sentence and the establishment of a lien on a Member's property, such Member's property shall mean (i) for a Member who is part of an Association, such Member's Unit and his percentage interest in any common element, and (ii) for all other Member's the real property serviced by the Facility and owned by such Member.

5. Section 9 of the aforesaid Deed of Trust is hereby deleted in its entirety and replaced with new Section 9 as follows:

The obligation of the payment by Members of the Annual Assessments made against such Members by Trustee shall commence on the first day of the calendar month first following the date (i) of the Sanitary Sewer Easement Agreement between such Member and the Trustee; or (ii) such Member is tied into and connected with the Facility and the sanitary sewer system operated by the Trustee.

6. A new Section numbered as Section 16 is hereby added immediately following Section 15 of the aforesaid Deed of Trust as follows:

16. CONDITIONS FOR BENEFICIARIES TO TIE INTO AND CONNECT WITH THE FACILITY AND SANITARY SEWER SYSTEM WITHOUT TRUSTEE'S ACCEPTANCE OF GRANT OF PROPOSED TRUST PROPERTY

In the event that a Beneficiary does not comply with the provisions of Section 3 hereof relating to conditions of Trustee's acceptance of grant of sanitary sewer facilities and sanitary sewer easements from Beneficiaries, and the Trustee does not accept conveyance of proposed Trust Property, then, notwithstanding any provision in this Deed of Trust to the contrary, a Beneficiary may tie into and connect with the Facility and the sanitary sewer system operated by the Trustee provided that:

(a) the cost to construct, reconstruct, maintain, repair and replace the sanitary sewer system situate on the land of such Beneficiary and the Sanitary Sewer Lines connecting such system to the Facility and the sanitary sewer system operated by Trustee, is borne solely by such Beneficiary;

(b) the cost to connect such Beneficiary to the Facility and sanitary sewer system operated by the Trustee, including without limitation the payment of such tap-in fees as may be charged from time to time, shall be paid by such Beneficiary;

(c) such Beneficiary agrees to pay such Annual Assessments and Special Assessments as may be levied by Trustee from time to time pursuant to this Deed of Trust, and comply with such reasonable rules and regulations as may be adopted by Trustee and in effect from time to time as to which such Beneficiary has received written notice;

(d) under no circumstances will Trustee be required to commence, carry-on or complete the initial construction or maintenance and repair of any improvements of the sanitary sewer system situate on the land of any such Beneficiary;

(e) such Beneficiary agrees to indemnify and save harmless Trustee for any loss, cost, damage or expense resulting from (i) the Beneficiary's failure to properly construct, reconstruct, maintain, repair or replace the sanitary sewer system situate on such Beneficiary's property and the Sanitary Sewer Lines connecting such system to the Facility and the sanitary sewer system operated by Trustee except if caused by Trustee's negligence; (ii) any condition within the Beneficiary's sanitary sewer system except if caused by Trustee's negligence; and (iii) the Beneficiary's failure to comply with the reasonable rules and regulations as may be adopted by Trustee and in effect from time to time as to which such Beneficiary has received written notice; provided, however, with respect to the Commercial Property, the aforesaid agreement to indemnify and save harmless Trustee shall not include any loss, cost, damage or expense caused by the discharge of sanitary sewer wastewater from the Marshall Road Lots through the sanitary sewer system located on the Commercial Property or through the Sanitary Sewer Lines connecting such system to the Facility and the sanitary sewer system operated by the Trustee unless such loss, cost, damage or expense is caused by the negligence of such Beneficiary or the failure of such Beneficiary to comply with the terms of the agreement entered into between the

Trustee and such Beneficiary pursuant to paragraph 16(j) of this agreement;

(f) such Beneficiary agrees to allow such other connections to the sanitary sewer facilities situate on such Beneficiary's land as may be required, in the sole judgment of the Trustee, to allow other Beneficiaries to tie-in to the Facility and the sanitary sewer system operated by the Trustee provided, however, that with respect to the Commercial Property, such other connections shall be limited to the Marshall Road Lots, provided, however, that any obligations or liabilities of the Commercial Property contained herein shall not include any loss, cost, damage or expense caused by the discharge of sanitary sewer wastewater from the Marshall Road Lots through the sanitary sewer system located on the Commercial Property or through the Sanitary Sewer Lines connecting such system to the Facility and the sanitary sewer system operated by the Trustee unless such loss, cost, damage or expense is caused by the negligence of such Beneficiary or the failure of such Beneficiary to comply with the terms of the agreement entered into between the Trustee and such Beneficiary pursuant to paragraph 16(j) of this agreement;

(g) in the sole judgment of the Trustee, the Capacity of the Facility is sufficient to handle, in addition to the present or anticipated needs of the present Members (as determined by Trustee), the estimated number of gallons per day of raw sewage which may be discharged from such Beneficiary's property or such

Beneficiary agrees to pay the cost to increase the Capacity of the Facility;

(h) with respect to lots Nos. 67 and 73, and the Marshall Road Properties, the discharge of sanitary sewer waste water from each such property to the Facility and sanitary sewer system operated by the Trustee shall be limited to one single-family dwelling, being the single-family dwelling erected or to be erected on each such property, provided, however, that a community association or club house type use may, for the purposes of this sub-paragraph, be erected on the Pilkington property, hereinbefore described, and provided further, the Turnbull property, hereinbefore described, and presently zoned Business by the Birmingham Township Zoning Ordinance, may be a non-residential use but the gallons per day of raw sewage which Trustee estimates may be discharged from such Beneficiary's property shall not exceed 150 gallons per day; the aforesaid per day limitation on the Turnbull property shall not apply if such property is owned by Settlor, Brinton Partners, or their successors or assigns;

(i) with respect to the Commercial Property, compliance with the conditions set forth in the Easement Agreement as effected by a certain Release and Waiver Regarding Easement Agreement Restrictions dated December 30, 1992, executed by Settlor and Trustee, provided, however, that the restrictions contained in paragraph B(4) of the Easement Agreement apply only to the sewage generated on the Commercial Property and not to any sewage generated on property other than the Commercial Property but

discharging into the Facility and the sanitary sewer system operated by the Trustee through the sanitary sewer facilities located on the Commercial Property; and

(j) such Beneficiary's agreement to the conditions imposed by the Trustee pursuant to this Section 16 is memorialized in a written agreement in form and substance reasonably satisfactory to Trustee. The said written agreement shall be binding upon the record owner of such Beneficiary and recorded in the Recorder's Office. With respect to the Commercial Property, and contemporaneous with the execution thereof, a written agreement satisfactory to Trustee has been executed by First Union and delivered to Trustee and Trustee hereby confirms that the Commercial Property is a Member of the Springhill Farm Wastewater Treatment Facility Association.

In all respects except as specifically amended hereby the Deed of Trust shall remain the same and in full force and effect. This first amendment shall be effective upon recording in the Recorder's Office.

IN WITNESS WHEREOF, the Trustee has caused this First Amendment to Deed of Trust to be duly executed as of the day and year first written.

TRUSTEE:

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION

BY: Way E. Wain, President

ATTEST: Carol Wain, Secretary

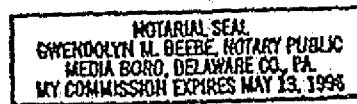
COMMONWEALTH OF PENNSYLVANIA:
:SS
COUNTY OF *Delaware* :

On this, the *30th* day of *December*, 199*2*, before me, the undersigned officer, personally appeared *Mary E. Wenzel* and *Carol Wadew* who acknowledged themselves to be the President and Secretary of Springhill Farm Wastewater Treatment Facility Association, a Pennsylvania corporation, and that they, being authorized to do so, executed the foregoing instrument on behalf of the said corporation for the purposes therein contained.

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

Gwendolyn M. Beebe
NOTARY PUBLIC

My Commission expires:



EXHIBITS

"A" Legal description of real estate conveyed by Deed dated February 28, 1989, between Brinton Partners, a Pennsylvania Partnership and Glen Eagle Square, Inc., a Pennsylvania Corporation.

"B-1" Legal description of additional real estate contiguous with lands of Exhibit "A".

"B-2" Legal description of additional real estate contiguous with lands described in Exhibit "A" and Exhibit "B-1".

"C" Approval and consent of Settlor to amendments to the Deed of Trust.

"D" Approval and consent of First Union to amendments to the Deed of Trust.

"E" Approval and consent of Member to amendments to the Deed of Trust.

ALL THOSE CERTAIN tracts or parcels of land and premises, situate, lying and being in the Township of Birmingham and County of Delaware and Commonwealth of Pennsylvania, more particularly described as follows:

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Birmingham, County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the middle of the road leading from Brandywine Summit Station to Wilmington and at the distance of 154.00 feet southwardly from the middle line of the road leading from the ~~first mentioned road to Concordville~~, a corner of lands of Josephine Speakman; thence by the last mentioned lands the three following courses and distances South 85 degrees 30 minutes East 208.71 feet, South 04 degrees 30 minutes West 208.71 feet, and North 85 degrees 30 minutes West 208.71 feet to the middle of said Brandywine Summit Road and thence along the middle of the same North 04 degrees 30 minutes East 208.71 feet to the place of beginning.

PREMISES "B"

ALSO ALL THAT CERTAIN tract or piece of land, situate in the Township of Birmingham, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a survey thereof made by C. M. Broomall, Civil Engineer October 27, 1919 as follows, to wit:

BEGINNING at a point in the middle of the road leading from Brandywine Summit to Wilmington, a corner of lands of John J. McCort, Administrator of the Arch Diocese of Philadelphia; thence by said land South 85 degrees 55 minutes East 208.71 feet to an iron bar, and North 04 degrees 05 minutes East 208.71 feet to a point in line of lands of Josephine Speakman; thence by the same South 85 degrees 55 minutes East 144.3 feet to the line of lands now or late of E. and S. Hood; thence by the South 13 degrees 04 minutes East 572.8 feet to the northerly side of a right of way leading to the property of the said E. and S. Hood; thence along the northerly side of said right of way North 83 degrees 57 minutes West 276.9 feet and North 77 degrees 10 minutes West 349.6 feet to the middle of the said Wilmington Road thence along the middle of the same North 04 degrees 05 minutes East 275.2 feet to the place of beginning.

EXCEPTING THEREOUT AND THEREFROM

ALL THAT CERTAIN road bed or strip of land situate in the Township of Birmingham, County of Delaware and State of Pennsylvania, being parcel "B" on a subdivision plan of Brinton Associates, dated 04/19/1985, last revised 05/01/1985, made by Brandywine Valley Engineers, Boothwyn, PA., as follows:

BEGINNING at a point on the east side of U.S. Route 202, said point marking a corner of this parcel and parcel "C" on said plan; thence extending along the said side of U.S. Route 202, North 04 degrees 20 minutes, 34 seconds East 100.04 feet to a point; thence leaving the east side of U.S. Route 202 and extending along the arc of a circle curving to the left, having a radius of 25 feet, the arc distance of 38.62 feet to a point of tangent; thence extending South 84 degrees, 10 minutes East, 75.36 feet to a point of curve; thence extending along the arc of a circle curving to the right, having a radius of 200 feet, the arc distance of 109.37 feet to a point of tangent; thence extending South 52 degrees, 50 minutes East, 120 feet to a point of curve; thence extending along the arc of a circle curving to the left having a radius of 125 feet the arc distance of 60 feet to a point of tangent; thence extending South 80 degrees, 20 minutes East, 223.83 feet to a point; thence extending South 14 degrees 25 minutes East, 42.87 feet to a point; thence extending North 84 degrees, 10 minutes West, 162.42 feet to a point; thence extending North 80 degrees, 20 minutes West, 79.26 feet to a point of curve; thence extending along the arc of a circle curving to the right having a radius of 175 feet the arc distance of 81.99 feet to a point of tangent; thence extending North 52 degrees, 50 minutes West, 120 feet to a point of curve; thence extending along the arc of a circle curving to the left having a radius of 150 feet the arc distance of 82.03 feet to a point of tangent; thence extending North 84 degrees, 10 minutes...

distance of 39.92 feet to a point of the east side of U.S. Route 202, the point and place of beginning.

~~BEING Parcel "B" on said plan.~~

FOLIO 104-00-00338-00

~~PREMISES "C"~~

ALL THAT CERTAIN strip of land situate in the Township of Concord, County of Delaware, State of Pennsylvania as shown on a subdivision plan for a portion of Section 12 - "Smithbridge Estates" prepared by Brandywine Valley Engineers, Inc., Consulting Engineers and Land Surveyors, Boothwyn, Pennsylvania dated March 12, 1985 and last revised November 25, 1985 being bounded and described as follows:

BEGINNING at a point in the original title line of Wilmington - West Chester Pike (U.S. Route 202); said point being located along said title line 632.57 feet southwestwardly from a point of intersection of same with the original centerline of Marshall Road; thence from said beginning point South 79 degrees, 16 minutes East, 371.20 feet to a point; thence extending North 19 degrees, 03 minutes, 30 seconds West, 11.07 feet to a point; thence extending along the arc of a circle curving to the left having a radius of 175 feet the arc distance of 27.40 feet to a point of tangent; thence South 84 degrees 29 minutes East, 91.64 feet to a point; thence South 80 degrees 20 minutes East 147 feet to a point; thence North 88 degrees 07 minutes 32 seconds East 246.72 feet to a point; thence North 79 degrees 07 minutes 30 seconds West, 374.49 feet to a point in the bed of the Wilmington - West Chester Pike; thence in the bed of same North 1 degree 55 minutes East, 25.00 feet to the first mentioned point and place of beginning.

CONTAINING an area of 0.303 acres more or less, and BEING Lot #1 on said plan.

FOLIO NO. 13-00-01060-07

BEING (as to Premises "A" and "B") part of the same premises which His Eminence, John Cardinal Krol, Archbishop of Philadelphia by Indenture dated the 28th day of February, 1985 and recorded in Media in the Office for the Recording of Deeds &c., in and for the County of Delaware in Volume 1220, Page 1626, granted and conveyed unto First Chester Services, Inc., Luren D. Dickinson, Gerald Likala and Steven L. Epp, Co-Partners t/a Brinton Partners, in fee.

~~AS TO PREMISES "C"~~

BEING the same premises which Top Ten Associates, (a Pa. Partnership) by Indenture dated the 17th day of February, 1984 and recorded in Media in the Office for the Recording of Deeds &c., in and for the County of Delaware in Volume 1212, page 2002, granted and conveyed unto Brinton Partners, (a Pa. Partnership) in fee.

ALL THAT CERTAIN tract or parcel of land situate in the Township of Conard, County of Delaware, State of Pennsylvania, as shown on a Plan for V.L.C. Corporation prepared by Brandywine Valley Engineers, Inc., Boothwyn, Pennsylvania, dated October 1, 1947, and revised November 13, 1947, being bounded and described as follows:

beginning at a point in the easterly side of U. S. Route 102 (a/k/a Wilmington-West Chester Pike), irregular width, at the distance of 43.20 feet measured South 4 degrees 18 minutes 30 seconds West along same from the southerly end of a 15 feet radius round corner, which connects the said side of Route 102 to the southerly side of Springhill Drive, 50 feet wide; thence leaving Route 102 South 78 degrees 52 minutes 30 seconds East 347.26 feet to a point; thence South 19 degrees 08 minutes 11 seconds East 1088.14 feet to a point; thence South 27 degrees 11 minutes 18 seconds West crossing the old centerline of Route 102; 446.26 feet to a point in the easterly side of northbound Route 102, 50 feet wide; thence along same, partly at this width and partly variable width, by the arc of a circle curving to the right, in a northwesterly direction, having a radius of 5552.53 feet an arc distance of 1101.34 feet to a point (chord bearing North 1 degree 18 minutes 40 seconds West, chord distance 1100.98 feet); thence South 78 degrees 52 minutes 30 seconds East 5.04 feet to the first-mentioned point and place of beginning.

CONTAINING AN AREA OF 12.567 ACRES, MORE OR LESS.

Excepting therefrom, that portion of ground between the old centerline of Route 102 and the present easterly right of way line of same, as shown on the aforementioned Plan.

FOLIO # 13-00-01060-0P

THAT CERTAIN parcel of land situated in the Township of Concord, County of Delaware, State of Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the Easterly side of the Northbound Lane of U.S. Route 102 (Wilmington-West Chester Pike); said point being a corner of lands of Allisan Associates, a Pennsylvania General Partnership and those herein described; THENCE along said side of U.S. Route 102 on the arc of a circle curving to the right in a northerly direction with a radius of six thousand eight hundred ninety-two and fifty-three one hundredths feet the distance of five hundred thirteen and sixty-one one-hundredths feet to a point; THENCE leaving said side of U.S. Route 102 along lands now or late of Kessler the following two courses and distances: (1) South Ten degrees Forty-five minutes East the distance of One Hundred Thirty-nine and seventy-eight one-hundredths feet to a point; (2) THENCE South Four degrees Forty-three minutes Twenty-two seconds East the distance of a three hundred twenty-five and Twenty-one one-hundredths feet to a point; THENCE along lands of the Allisan Associates, a Pennsylvania General Partnership South Eighty-seven degrees Ten minutes Twenty-one seconds West the distance of Twenty-four and Ninety-seven one-hundredths feet to a point on the Easterly side of U.S. Route 102, being the point and place of BEGINNING.

Containing 0.244 acres of land more or less.

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Concord, County of Delaware, State of Pennsylvania, as shown on a subdivided plan for a portion of Section 22 of "Bull Run Bridge Estates" prepared by Springville Valley Engineers, Inc., Conshohocken, Pa, dated March 12, 1963 and revised January 20, 1964, being bounded and described as follows:

BEGINNING at a point in the westerly side of Pleasant Hill Road, 30 feet wide; at the distance of 153 feet measured North 0 degrees 30 minutes East along the extension of same from its intersection with the extension of the northerly side of "B" Street, 30 feet wide; THENCE, leaving Pleasant Hill Road North 09 degrees 34 minutes West 344.37 feet to a point; THENCE South 9 degrees 08 minutes West 188.41 feet to a point in the northerly side of said "B" Street; THENCE along same South 71 degrees 40 minutes West 78.20 feet to a point of curve; THENCE along the arc

of a circle, curving to the left, having a radius of 50 feet and an arc distance of 46.06 feet to a point; THENCE leaving same South 34 degrees 02 minutes 50 seconds West 234.28 feet to a point; THENCE North 19 degrees 03 minutes 30 seconds West 448 feet to a point; THENCE South 80 degrees 07 minutes 22 seconds East 344.72 feet to a point in the southerly side of Springhill Drive, 50 feet wide; THENCE along same South 80 degrees 29 minutes East 325.77 feet to a point; THENCE leaving Springhill Drive South 2 degrees 40 feet West 207.07 feet to a point; THENCE South 27 degrees 30 minutes East 230.70 feet to a point in the east side of Pleasant Hill Road; THENCE along same South 0 degrees 30 minutes West 72.00 feet to the first mentioned point and place of Beginning.

APPROVAL AND CONSENT OF SETTLOR

STATE STREET DEVELOPMENT COMPANY, a Pennsylvania corporation, hereby approves and consents to the First Amendment to Deed of Trust dated December 30, 1992, by the Springhill Farm Waste Water Treatment Facility Association. A true and correct executed copy of this Approval and Consent of Settlor shall be attached as Exhibit "C" to the First Amendment to Deed of Trust and become a part thereof.

STATE STREET DEVELOPMENT COMPANY

BY: Donald A. Purdy

ATTEST: [Signature]

Date: December 30, 1992

APPROVAL AND CONSENT OF RECORD OWNER OF COMMERCIAL PROPERTY

FIRST UNION INVESTMENT CORPORATION, a North Carolina corporation, hereby approves and consents to the First Amendment to Deed of Trust dated December 30, 1992, by the Springhill Farm Waste Water Treatment Facility Association. A true and correct executed copy of this Approval and Consent of Owner of Commercial Property or shall be attached as Exhibit "D" to the First Amendment to Deed of Trust and become a part thereof.

FIRST UNION INVESTMENT CORPORATION

BY: Baird M. Smalley

ATTEST: [Signature] Secretary

Date: December 31, 1992

APPROVAL AND CONSENT OF MEMBER

SPRINGHILL FARM CONDOMINIUM ASSOCIATION, a Pennsylvania unincorporated association, hereby approves and consents to the First Amendment to Deed of Trust dated December 30, 1992, by the Springhill Farm Waste Water Treatment Facility Association. A true and correct executed copy of this Approval and Consent of Member shall be attached as Exhibit "E" to the First Amendment to Deed of Trust and become a part thereof.

SPRINGHILL FARM CONDOMINIUM
ASSOCIATION

BY: _____

ATTEST: James W. Wheeler Sec.

Date: 12/30/92

SECOND AMENDMENT TO DEED OF TRUST

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hik

STEWART 1111
900 WEST VALLEY RD
WAGNER, PA 19087

This Second Amendment to Deed of Trust is made this 20th day of November, 1997, by the SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION, a Pennsylvania non-profit corporation, in its capacity as Trustee under a certain Deed of Trust dated June 21, 1985, and recorded July 3, 1985 in the Recorder of Deeds' Office of Delaware County, Pennsylvania (hereinafter the "Recorder's Office") at Volume 248, Page 2221 et seq. (the "Original Deed of Trust"), as amended by that First Amendment to Deed of Trust dated December 30, 1992 and recorded on January 14, 1993, in the Recorder's Office at Volume 1046, Page 1009 et seq. (hereinafter collectively, the "Deed of Trust"). Capitalized terms used herein and not otherwise defined hereby shall have the meanings and definitions set forth for such terms in the Deed of Trust.

071950

RECORDED 09.12.97

WHEREAS, the Deed of Trust was entered into for the purpose of, inter alia, providing a mechanism for the establishment and operation of a sanitary sewer system and wastewater treatment facility to service real estate owned by, and identified in the Deed of Trust as property of, certain record owners defined as Beneficiaries thereunder; and

WHEREAS, under the Deed of Trust, the Beneficiaries are required to pay such Annual Assessments and Special Assessments as may be levied by Trustee from time to time pursuant to the Deed of Trust; and

WHEREAS, it has come to the attention of the Trustee that the allocation of the cost and expense to operate the Facility between Glen Eagle Center Limited Partnership ("Glen Eagle"), a Non-Residential User of the Facility, and the Residential Users of the Facility, including members of the Springhill Farm Condominium Association (the "Homeowners Association") and certain other Users (the "Other Users"), does not correspond with the respective usage of the Facility by those parties and is therefore inappropriate; and

97 NOV 23 PM 1:56

ALSO RECORDED

WHEREAS, it is the judgment of the Trustee that amendments to the Deed of Trust are necessary to implement an appropriate billing arrangement; and

WHEREAS, Section 12 of the Deed of Trust provides for the amendment thereof by Trustee; and

WHEREAS, it is the judgment of Trustee that the following amendments to the Deed of Trust are necessary and proper in order to allow the Trustee to carry out the purpose of the Deed of Trust; and

04-00-0838-00
13-00-0461-58
13-00-01060-07
13-00-01060-08

WHEREAS, the following amendments to the Deed of Trust have been approved and consented to by (i) the Trustee; (ii) Glen Eagle (iii) the Homeowners' Association; and (iv) the Other Users (said approvals and consents are attached hereto as Exhibits A, B, C and D, respectively and made a part hereof).

NOW THEREFORE, Springhill Farm Wastewater Treatment Facility Association, by and through its undersigned Directors, does hereby adopt the following amendments to the Deed of Trust:

1. Paragraph e. on page 15 of the Original Deed of Trust is hereby deleted in its entirety and replaced by the following:

"(e) To determine an annual budget for the operation of the Trust and payment of all Operating Costs and establish an Annual Assessment against all Members. If the funds collected through an Annual Assessment are insufficient to cover the actual Operating Costs for that fiscal year, Trustee shall have the power either to make up such shortfall through adjustments to the following year's Annual Assessment or to levy one or more Special Assessments against all Members. All Annual Assessments shall be determined and billed as set forth below in Paragraphs 6A, 6B and 6C. All Special Assessments shall be allocated based upon the billing allocation for the then most recent Annual Assessment except that, if a Special Assessment is made between January 1, 1998 and the issuance of the Annual Assessment for Calendar Year 1998, any portion of that Special Assessment attributable to activity during Calendar Year 1998 shall be allocated as set forth in Paragraph 6B based upon the water usage records from the Chester Water Authority for the most recent 12 month period for which such records are then available."

2. In Paragraph n. on page 4 of the Original Deed of Trust, insert "the sludge removal costs attributable to the Sludge Baseline Amount," after the words "insurance premiums."

3. Paragraph 6 on pages 15-16 of the Original Deed of Trust is hereby renumbered as Paragraph 6A, is renamed as "DETERMINATION OF ANNUAL ASSESSMENTS PRIOR TO 1998", and is hereby made applicable solely to Calendar Years prior to 1998.

4. A new Paragraph 6B entitled "DETERMINATION OF ASSESSMENTS BEGINNING 1998" is inserted into the Deed of Trust following Paragraph 6A and shall read as follows:

"6B. DETERMINATION OF ASSESSMENTS BEGINNING 1998

Beginning with Calendar Year 1998 (January 1, 1998 through December 31, 1998), and for all subsequent Calendar Years, Trustee shall determine the Annual Assessment as follows:

1. Water Usage Assessments. Trustee shall obtain actual water usage records from the Chester Water Authority for each Member for the Calendar Year preceding the Calendar Year at issue, except that Trustee may reasonably estimate water usage for Members using water supply wells. Trustee shall then classify the principal use of each Member's property as either Residential or Non-Residential. Trustee shall then make an Annual Assessment against each User. To determine the Annual Assessment, the total actual water use for all Users shall be totaled. If the total actual water use by all Users during any Calendar Year is less than the total actual volume of wastewater treated by the Facility, the difference shall be attributable to Infiltration and Inflow ("I & I") in the collection system and the responsibility therefor shall be allocated between the Non-Residential Users and Residential Users based upon the relative length of sewer mains serving each category (currently 18% to Glen Eagle and 82% to the Residential Users). The allocation of I & I shall be added to the actual water use of each Member. Trustee shall then make an Annual Assessment against each Non-Residential User equal to the result obtained by multiplying the budgeted Operating Costs for the Calendar Year at issue by a fraction, the numerator which shall be the actual water use by the Non-Residential user (as adjusted for I & I) during the preceding Calendar Year and the denominator of which shall be the total actual volume of wastewater treated by the Facility for the preceding Calendar Year. Trustee shall then total all Annual Assessments attributable to Members classified as Non-Residential Users and subtract that sum from the budgeted Operating Costs. The result obtained shall equal the total Residential Users portion of the budgeted Operating Costs. The Annual Assessment of a Member classified as a Residential User shall equal the result obtained by dividing the total Residential Users portion of the budgeted Operating Costs by the total number of Members classified as Residential Users. Any Special Assessment shall be allocated among members based upon the allocation employed in connection with the then most recent Annual Assessment.

2. Sludge Surcharge. In the event that more than 100,000 gallons of sludge (the "Sludge Baseline Amount") is produced as a by-product of operating the Facility in any calendar year (such sludge in excess of the Sludge Baseline Amount being referred to as "Excess Sludge"), the Trustee shall have the right to add to the Annual Assessment of any Member a surcharge equal to such Member's Share of the cost incurred by the Trustee in disposing of the Excess Sludge. This surcharge is in addition to and not in conflict with any corrective action that may be required under any of the applicable Easement Agreements of even date herewith. The Sludge Baseline Amount shall be adjusted to reflect the addition of any Members who begin discharging into the Facility after 1997. For purposes of this Section 6B(2), a "Member's Share" shall equal the portion of the Excess Sludge reasonably and fairly determined by the Trustee to be allocable to the wastewater generated from such Member's property. In determining a Member's Share for any year, the Trustee shall take into account:

- (a) the quality of wastewater generated from such Member's property in such year (when sampled and analyzed not more than 6 times per calendar year by methods and at locations which yield data that is representative of average wastewater flow characteristics), and shall allocate to any Member responsibility for a portion of the Excess Sludge for such year only if and to the extent that the BOD₅, TSS and/or Oil and Grease in the wastewater generated from such Member's property in such year exceed the levels for such parameters in the wastewater generated by that Member in 1997 (and thus more apt to produce sludge as a by-product of its treatment); and
- (b) the discharges of any Members who begin discharging into the Facility after 1997 (and the Trustee shall ensure that no Members who began discharging into the Facility in 1997 or prior years are assessed on account of sludge produced as a by-product of treating wastewater discharged by Members who begin discharging into the Facility after 1997).

5. A new Paragraph 6C entitled "BILLING PROCEDURES FOR NON-RESIDENTIAL USERS" is inserted into the Deed of Trust following Paragraph 6B and shall read as follows:

"6C. BILLING PROCEDURES FOR NON-RESIDENTIAL USERS

Any Non-Residential User that is a landlord with respect to property serviced by the Facility may request that the Trustee generate individual assessments for each tenant utilizing the Facility. Upon such request, the following billing procedures shall apply:

The requesting Non-Residential User shall provide the Trustee with the name and address of each such tenant. Upon such request, the Trustee shall obtain actual water usage records from the Chester Water Authority for each identified tenant (and water use by the landlord not attributable to identified tenants) for the twelve (12) month Calendar Year preceding the Calendar Year at issue. The reasonable cost of obtaining such records and preparing individual bills shall be borne by the requesting Non-Residential User and shall be added to the Annual Assessment made against the Non-Residential User under Paragraphs 6A and 6B above. The Trustee shall then allocate the Annual Assessment (including the Sludge Surcharge, if any) attributable to the Non-Residential User among each identified tenant and the landlord in proportion to the actual water usage (as adjusted for infiltration and inflow) by the identified tenants and the landlord, and the Trustee shall generate and provide to the Non-Residential User individual bills on a quarterly basis for each such tenant and the landlord. Notwithstanding the Trustee's preparation of individual bills, the Non-Residential User will be solely responsible for presenting such bills to the tenants and for collecting all amounts due from the tenants. The Non-Residential User also shall be solely responsible for paying in full to the Trustee the Annual Assessment determined under Paragraphs 6A, 6B and 6C, and the inability of the Non-Residential User to collect any amount due and owing from individual tenants shall not reduce or otherwise limit the Non-Residential User's obligation to pay in full to the Trustee the Annual Assessment made against the Non-Residential under Paragraphs 6A, 6B and 6C. No additional costs related to these billing procedures for Non-Residential Users shall be imposed on any Residential Users.

6. Paragraph 13 of the Original Deed of Trust is hereby deleted in its entirety and replaced by the following:

Trust shall continue for a period of twenty (20) years and thereafter for successive periods of ten (10) years unless terminated by an affirmative vote of one hundred percent (100%) of the Beneficiaries (based on a vote for each lot or condominium unit) in writing.

7. Paragraph 14 of the Original Deed of Trust is hereby deleted in its entirety and replaced by the following:

Upon termination of the Trust for any reason, the Trust Properties and all other property held in Trust hereunder, including any proceeds of Trust Properties, shall be transferred and conveyed to the Members in proportion to the most recently calculated and paid allocation under Paragraph 6B.

In all respects except as specifically amended hereby the Deed of Trust shall remain unmodified and in full force and effect. This Second Amendment shall be effective upon recording in the Recorder's Office.

IN WITNESS WHEREOF, the Trustee has caused this Second Amendment to Deed of Trust to be duly executed as of the date first above written.

TRUSTEE:

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION

BY:

Todd Owen
Director

BY:

Robert Johnson
Director

APPROVAL AND CONSENT

The Springhill Farm Wastewater Treatment Facility Association, by its duly appointed Directors, does hereby approve and consent to the Second Amendment to Deed of Trust dated November 29, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "A" to the Second Amendment to Deed of Trust and become a part thereof.

TRUSTEE:

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION

BY: Todd Owen
Director

BY: Robert J. [Signature]
Director

APPROVAL AND CONSENT

Glen Eagle Center Limited Partnership, by its General Partner, does hereby approve and consent to the Second Amendment to Deed of Trust dated November 10, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "B" to the Second Amendment to Deed of Trust and become a part thereof.

GLEN EAGLE CENTER LIMITED PARTNERSHIP

By: GECLP Holding Corporation
General Partner

By: Peter D'Amico
Peter D'Amico
Asst. Secretary
Hereunto Duty Authorized

APPROVAL AND CONSENT

The Springhill Farm Condominium Association does hereby approve and consent to the Second Amendment to Deed of Trust dated November 10th, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "C" to the Second Amendment to Deed of Trust and become a part thereof.

SPRINGHILL FARM CONDOMINIUM ASSOCIATION

By: Ronald Peters
Name:
Title: President S. H. F.

By: Robert Johnson
Name:
Title: vice President S.H.F.

APPROVAL AND CONSENT

Debra J. Russo and Kevin W. Jones do hereby approve and consent to the Second Amendment to Deed of Trust dated November 20, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

Kevin W. Jones

Debra Russo

APPROVAL AND CONSENT

Joseph W. and S. Brooke Bonaduce do hereby approve and consent to the Second Amendment to Deed of Trust dated November 15, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

Joseph W. Bonaduce

S. Brooke Bonaduce

APPROVAL AND CONSENT

Lilly Forwood does hereby approve and consent to the Second Amendment to Deed of Trust dated November 30, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

Fillie M. Forwood

APPROVAL AND CONSENT

Harold F. Jr. and

Helen Read does hereby approve and consent to the Second Amendment to

Deed of Trust dated November 20, 1997. A true and correct executed copy of this

Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of

Trust and become a part thereof.

Harold F. Jr.

Helen Read

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

On this, the 24th day of November, 1997, before me, the undersigned officer, personally appeared Todd Duerr and Robert Jordan who acknowledged themselves to be the sole Directors of the Springhill Farm Wastewater Treatment Facility Association, a corporation, and that they, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as Directors.

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

Jean A. Hall
Notary Public

My Commission Expires:

NOTARIAL SEAL
JEAN A. HALL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 15, 2000



APPROVAL AND CONSENT

(Harold F. Jr. and)

Helen Read does hereby approve and consent to the Second Amendment to Deed of Trust dated November 20, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

Harold F. Jr.

Helen Read

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

On this, the 24th day of November, 1997, before me, the undersigned officer, personally appeared Todd Duerr and Robert Jordan who acknowledged themselves to be the sole Directors of the Springhill Farm Wastewater Treatment Facility Association, a corporation, and that they, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as Directors.

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

Jean A. Hall
Notary Public

My Commission Expires:

NOTARIAL SEAL
JEAN A. HALL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 15, 2000

Handwritten scribbles

*RA Abstractors
Box 19
143790*

DEED OF TRUST

THIS DEED OF TRUST made this 21st day of June, 1985, by and between STATE STREET DEVELOPMENT COMPANY, a Pennsylvania corporation, ("Settlor") and SPRINGHILL FARM WASTE WATER TREATMENT FACILITY ASSOCIATION, a Pennsylvania non-profit corporation ("Trustee").

RECORDED OF DEEDS
CLARENCE, PA

JUN 24 1985

WITNESSETH:

DEFINED TERMS

The following terms shall have the following specific meanings in this Deed of Trust:

a. "Annual Assessment" means a Member's individual share of the Operating Costs for each fiscal year of the Trust, as reflected in the budget adopted by the Board of Directors for such year.

b. "Approved Utility Plans" means sanitary sewer plans and specifications which have been approved by Trustee and all governmental agencies having jurisdiction thereover, including by way of illustration and not limitation, Birmingham Township, Delaware County, Pennsylvania (as to property in such Township), Concord Township, Delaware County, Pennsylvania (as to property in such Township), Delaware County, Pennsylvania, and D.E.R.

c. "Association" means Homeowner or Condominium Associations created by any Declaration and having the responsibility, among other things, for assessing against and collecting from the Members who are part of such Associations, such Member's Annual Assessment.

Cup

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d. "Beneficiary" means the record owners of Parcel I, Parcel II, Parcel III, Lot Nos. 67 and 73, and the Marshall Road Lots, or any of them, and such other record owners of real estate as are unanimously approved by Members and their respective heirs, successors and assigns.

e. "Board of Directors" means the Board of Directors of the Trustee.

f. "Capacity of the Facility" means the number of gallons per day of treated effluent that the Facility is, at any given time, capable of discharging.

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g. "Capacity Requirement of the Non-Residential User" means the estimated number of gallons per day of raw sewage which Trustee determines may be discharged from a Member's property used for a non-residential purpose.

h. "D.E.R." means the Commonwealth of Pennsylvania Department of Environmental Resources Bureau of Water Quality Management and its successors.

i. "Declaration" means any Declaration of Covenants establishing a Homeowner Association or Declaration of Condominium Ownership filed with respect to all or any portion of the Parcels I, II, and III.

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j. "Facility" means that portion of Parcel I shown on the Subdivision Plan as the waste water treatment area and described in Exhibit "A" attached hereto together with the waste water treatment plant (buildings and equipment) erected or to be erected thereon.

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k. "Lot Nos. 67 and 73" means Lot No. 67 and 73, Smithbridge Estates, Concord Township, Delaware County, Pennsylvania, provided: (a) lots 67 and 73 are part of an approved subdivision plan creating a fifty foot right-of-way for access from Parcel I to U.S. Route 202; and (b) such access is granted and conveyed to Settlor, its successors or assigns. Otherwise, such lots are not Beneficiaries.

1. "Marshall Road Lots" means the following parcels of land situate on Marshall Road in Birmingham Township, Delaware County, Pennsylvania: (a) property owned by Robert Turnbull, being the same premises conveyed to Robert Turnbull by Harry F. Naughton and Marie K. Naughton, his wife, by Deed dated August 21, 1981, and recorded in the Recorder of Deeds Office of Delaware County, (the "Office"), in Deed Book 2796, page 523; (b) property owned by Lillie M. Forwood, being the same premises conveyed to Lillie M. Forwood by Edward I. Quigley by Deed dated October 13, 1945, and recorded in the Office, in Deed Book 1318, page 244; (c) property owned by William M. and Evelyn E. Forwood, his wife, being the same premises conveyed to William M. and Evelyn E. Forwood, his wife, by Edward I. Quigley by Deed dated January 31, 1931, and recorded in the Office in Deed Book 885, page 590; (d) property owned by Dennis J. Carey and Susan E. Carey, his wife, being the same premises conveyed to Dennis J. Carey and Susan E. Carey, his wife, by Philadelphia Electric Company, by Deed dated July 12, 1984, and recorded in the Office

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in Vol. 176, page 266; (e) property owned by Thomas B. Pilkington and Anna T. Pilkington, his wife, being the same premises conveyed to Thomas B. Pilkington and Anna T. Pilkington, his wife, by Anna T. Pilkington and Thomas B. Pilkington, by Deed dated November 16, 1966, and recorded in the Office in Deed Book 2256, page 641.

m. "Members" means those Beneficiaries whose grant of Trust Property has been accepted by Trustee pursuant to this Deed of Trust, all such Beneficiary's thereby automatically being members of the Springhill Farm Wastewater Treatment Association.

n. "Operating Costs" means all costs, expenses, fees, and charges associated with the administration of this Trust, and the ownership, operation, maintenance, repair, and replacement of the Trust Property, as the same may be expanded from time to time, together with reserves for repair and replacement, including by way of illustration, and not limitation, Trustees counsel, engineering, architectural, and accounting fees, real estate taxes, insurance premiums, and generally all other costs and expenses incurred or anticipated to be incurred by Trustee in the performance of its responsibilities under this Deed of Trust.

o. "Parcel I" means all those certain parcels of land situate in Birmingham Township, Delaware County, Pennsylvania, as to part, being the same premises conveyed to Settlor by Irving L. Yalisove and Anna Yalisove ("Yalisove") by Deeds dated November 29, 1984, and June 21, 1985, and recorded in the Office in Vol.

202, Page 2228, and Vol. 246, page 750, and as to part, being the same premises conveyed to Settlor from S. Stanton Miller, Jr., Attorney-in-Fact for William E. Byers, et al, co-partners t/a Top Ten Associates, a Pennsylvania partnership under Power of Attorney recorded in Deed Book No. 2766, Page 590, by Deed dated November 29, 1984 and recorded in the Office in Vol. 202, Page 2233, shown as Village I and II on the Subdivision Plan, and described in Exhibit "B" attached hereto.

p. "Parcel II" means the land owned by Irving L. Yalisove as shown on the Subdivision Plan and described in Exhibit "C" attached hereto.

q. "Parcel III" means all that certain parcel of land owned by Brinton Partners and situate in Birmingham Township, Delaware County, Pennsylvania being the same premises conveyed to Brinton Partners by His Eminence, John Cardinal Krol, Archbishop of Philadelphia, in His capacity as Archbishop and not in his personal or individual capacity by Deed dated February 28, 1985 and recorded in the Office in Vol. 0220, Page 1626, and described in Exhibit "D" attached hereto, and any lands contiguous therewith and hereafter owned by Brinton Partners, its successors and assigns.

r. "Sanitary Sewer Easement Agreement" means the sanitary sewer easements or cross easement agreements which may from time to time be entered into between a Beneficiary and the Trustee under and pursuant to the terms of this Deed of Trust.

s. "Special Assessment" means a Member's share of any assessment for Operating Costs incurred by Trustee pursuant to the exercise of its powers and duties under this Deed of Trust, or any other charge or cost that the Board of Directors is authorized to levy against Members in addition to the Annual Assessment.

t. "Subdivision Plan" means a comprehensive Plan of Villages, Springhill Farm, dated November 21, 1984, and revised June 19, 1985, prepared by Brandywine Valley Engineers, Inc., Civil Engineers and Land Surveyors, Boothwyn, PA.

u. "Trust Property" means (i) the Facility, easements and sanitary sewers constructed or to be constructed therein conveyed to and accepted by the Trustee, by Deed or Sanitary Sewer Easement Agreements, and (ii) all sums assessed or which may be assessed by Trustee against the Members, pursuant to this Deed of Trust and/or the Sanitary Sewer Easement Agreement.

THE BACKGROUND OF THIS DEED OF TRUST IS AS FOLLOWS:

A. Settlor intends to develop all or any portion of Parcel I as a residential community and submit such property or any portion thereof to the condominium form of ownership thereby creating the Springhill Farm Condominium; and

B. Settlor may purchase all or any portion of Parcel II and add all or any portion of such property to the Springhill Farm Condominium, or such property may be developed independent of said condominium as a separate and distinct Association; and

C. There are no public sewers available to serve the real estate owned and herein identified as the property of the Beneficiaries; and

D. Settlor has constructed sanitary sewers and a waste water treatment facility for the immediate benefit of Parcel I and anticipates that, as the other properties hereinbefore identified are developed, the owners of such property, including Settlor, may desire to tie into the sanitary sewer lines constructed on Parcel I and discharge waste water into the Facility; and

E. Settlor intends to transfer title to the Facility to Trustee to provide (i) a mechanism for the ownership, operation, maintenance, repair, replacement, and expansion of the Trust Property for the mutual and proper use, benefit, and enjoyment of the Beneficiaries, and (ii) the terms and conditions of the Sanitary Sewer Easement Agreements as the properties owned by the Beneficiaries and described in paragraph B above, are developed; and

F. Settlor intends that any Association which may be established with respect to any property owned by a Beneficiary and hereinbefore identified shall have the responsibility, among other things, for assessing against and collecting from its membership, all Annual Assessments and such Special Assessments as may be made by Trustee from time to time; and

G. It is intended by Settlor that Trustee, through its Board of Directors, shall (i) enforce the conditions precedent to each Beneficiary's membership in the Trustee as hereinafter provided, (ii) annually determine a budget covering Operating Costs, and (iii) make and collect annual assessments.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Settlor and Trustee agree as follows:

CONVEYANCE OF FACILITY

1. Settlor agrees to contemporaneously herewith, but by separate Deed and Sanitary Sewer Easement Agreement (said Deed to be recorded following the recordation of this Deed of Trust), grant and convey to Trustee, In Trust, and subject to the terms hereof, the Facility and sanitary sewer easements over that portion of Parcel I described as Village I on the subdivision plan, and Trustee agrees to accept such conveyances. Settlor and Trustee agree that the present Capacity of the Facility is reserved for the benefit of Settlor, its successors and assigns, and the Springhill Farm Condominium.

TRUSTEE'S ACCEPTANCE

2. Subject to the limitations and restrictions contained in Section 3 hereof, Trustee agrees to own, hold, operate, maintain, repair, replace and administer the Trust Property for the mutual benefit of all Members in accordance with this Deed of Trust.

CONDITIONS OF TRUSTEES ACCEPTANCE OF GRANT OF THE
FACILITY AND SANITARY SEWER EASEMENT FROM ANY BENEFICIARY

3. The Beneficiaries or any of them, and their respective heirs, successors and assigns, may grant and convey sanitary sewer easements to Trustee at any time and from time to time and Trustee shall accept and record such Easements upon satisfaction of the following conditions:

- (a) All conveyances shall be made (i) subject to and in compliance with this Trust Deed (ii) pursuant to a Sanitary Sewer Easement Agreement which has been reviewed and approved by Trustee's counsel, and (iii) pursuant to an Approved Utility Plan;
- (b) Each Beneficiary shall bear the total cost and expense associated with the conveyance to Trustee of the Trust Property owned by such Beneficiary, including without limitation, all realty and transfer taxes, recording fees, title insurance, subordination expenses, preparation of the Approved Utility Plan, and Trustee's counsel, engineering or architectural fees incurred in connection with such conveyance;
- (c) No conveyance shall be accepted by the Trustee unless and until (i) all improvements to be constructed or installed pursuant to the Approved Utility Plan shall have been finally completed and accepted by all parties having the right to approve such completion, including Trustee's engineer, in accordance with the Approved Utility Plans; and (ii) all costs, fees and expenses incurred in connection with the construction of such improvements have been paid in full, and a complete, signed, notarized release of liens delivered to Trustee, evidencing such payment. In order to evidence such completion and acceptance the Beneficiary shall furnish to the Trustee, at Beneficiary's expense, a certificate of a licensed engineer or architect certifying to the Trustee that such improvements have been completed in accordance with the Approved Utility Plans, and (ii) such evidence as the Trustee may reasonably require of the approvals of the applicable authorities having jurisdiction over the approval

of the improvements. Under no circumstances will the Trustee be required to accept any conveyance in which the aforesaid improvements have not been finally completed and approved as aforesaid; and

- (d) No conveyance shall be accepted by the Trustee unless and until the Beneficiaries shall have furnished to the Trustee, at Beneficiaries expense, a pro-forma annual budget setting forth the estimated cost to the Trustee to perform Trustee's obligations hereunder with respect to the improvements in such proposed Trust Property together with the Certificate of such Beneficiary or such Beneficiaries' engineer or architect certifying to the Trustee that the said budget is Beneficiaries best estimate of such Trustee's costs, including replacement and reserves; and
- (e) Any Sanitary Sewer Easement Agreement with respect to Lot Nos. 67 and 73, and the Marshall Road Properties shall limit the discharge of sanitary sewer wastewater from each such property to one single family dwelling, being the single family dwelling erected or to be erected on each such property, provided, however, that a community association or club house type use may, for the purposes of this sub-paragraph, be erected on the Pilkington property, hereinbefore described, and, provided further, the Turnbull property, hereinbefore described, and presently zoned Business by the Birmingham Township Zoning Ordinance, may be a non-residential use but the gallons per day of raw sewage which Trustee estimates may be discharged from such Beneficiary's property, shall not exceed 150 gallons per day. The aforesaid per day limitation on the Turnbull property shall not apply if such property is owned by Settlor, Brinton Partners, or their successors or assigns.
- (f) No conveyance shall be accepted by the Trustee if, at the time of any proposed conveyance, the Capacity of the Facility is not sufficient to handle, in addition to the present or anticipated needs of the present Members (as determined by Trustee), the estimated number of gallons per day of raw sewage which may be discharged from such proposed Trust Property unless the owner of such property has, prior to the conveyance, and at such owner's sole cost and expense, deposited with Trustee sufficient funds (as determined by Trustee) to cover the cost to Trustee to expand the Capacity of the Facility as part of and pursuant to (i) Approved Utility Plans, and (ii) such construction agreements which are acceptable to Trustee, and

otherwise pay all costs and expenses associated with such expansion, including Trustee's legal, engineering, and architectural fees. Trustee shall have the absolute right to approve all plans and specifications related to the expansion of the Facility; and

- (g) The Beneficiary agrees to pay such Annual Assessments and Special Assessments as may be levied by Trustee from time to time pursuant to this Trust Deed, and comply with such rules and regulations as may be adopted by Trustee and in effect from time to time;
- (h) No conveyance shall be accepted by the Trustee unless on or before the date of the conveyance the Beneficiary shall deliver to Trustee at Owner's expense a pre-paid maintenance guarantee (the "Maintenance Guarantee") consisting of either a bond executed by the builder of the improvements and a responsible corporate surety in favor of the Trustee, or the written guarantee of a reputable lending institution or cash (to be held in escrow by an independent escrow agent) insuring the Trustee, for a period of one (1) year following the delivery of the Maintenance Guaranty against defects in the original construction of said improvements and the maintenance thereof from defects. The expense of the Maintenance Guaranty shall be equal to ten (10%) percent of the original cost of the construction of the improvements. Any disputes with respect to said builders obligations under the Maintenance Guaranty or any release thereof shall be received by Brandywine Valley Engineers, Inc., of Boothwyn, Pennsylvania, or, if Brandywine Valley Engineers, Inc., is unable to act, by a licensed engineer acceptable to the Beneficiary and Trustee, who's decision shall be final and the Trustee shall have no responsibility for the resolution of such disputes; and
- (i) No conveyance shall be accepted by the Trustee unless on or before the date of the conveyance the Beneficiary shall furnish to the Trustee a pre-paid Title Insurance Policy insuring the title conveyed in an amount equal to either (i) the cost to Beneficiary of constructing the improvements thereon or (ii) the fair market value thereof (in either case as certified to the Trustee by the Beneficiary), issued by a reputable title insurance company insuring the title of the Trustee therein, free from all liens, including the liens of any mechanics, laborers or materialmen. The Trustee shall have the absolute right to rely on this Title Insurance Policy for determination as to the state

of the title and on the said certificate of cost or value as to the insurable value of the conveyed property and shall not be liable to any person or, to any Beneficiary or Member if such title is otherwise than as stated in said policy or such cost or value is otherwise and as stated in said certificate; and

- (j) Under no circumstances will the Trustee be required to commence, carry on or complete the initial construction as distinguished from the maintenance and repair of any improvements at the Trust Properties (except pursuant to 3[f] hereof); and
- (k) Trustee shall not enter into any Sanitary Sewer Easement Agreement or permit the use of the Facility by any Beneficiary if such Beneficiary's property has been submitted to or is intended to be submitted to the condominium form of ownership or improvements erected or to be erected on such property are to be part of a Homeowner's Association unless the Declaration contains the Article set forth in Exhibit "E" attached hereto.

4. POWERS OF THE TRUSTEE

Subject to the limitations and restrictions contained in Section 3 hereof, the Trustee shall, on behalf of the Members have the following powers which shall be exercisable in Trustee's sole discretion and without any obligation upon Trustee, express or implied, to execute any such powers, except as are necessary to comply with Sections 3 and 5 hereof:

- (a) All powers necessary to administer and manage the business, operation and affairs of the Springhill Farm Wastewater Treatment Facility Association pursuant to the requirements of this Deed of Trust;
- (b) To enter into such contracts, agreements, and purchase orders for the supply of such services and materials, including without limitation, legal services, accounting services, architectural services, engineering services, insurance, utility services, and professional management agreements with such persons, firms, or corporations and on such terms and conditions as Trustee may in its sole discretion deem necessary or advisable in order to carry out its duties hereunder;

- (c) To designate signatories on Trustee Bank accounts and to invest and reinvest monies in Trustee accounts held at federally insured banks and/or savings banks and insured United States Government Securities; sue and be sued; collect interest, dividends, and capital gains; pay real property and other taxes; make and enter into contracts; enforce against any of the Members or Associations the right of assessment, enforcement and lien granted to the Trustee herein and pursuant to any Declaration and/or Sanitary Sewer Easement Agreement;
- (d) To adopt and publish reasonable rules and regulations not in conflict with the provisions of this Deed of Trust concerning the use and enjoyment of Trust Property, as such rules and regulations may be amended from time to time; and to request the assistance of and solicit advise from Birmingham Township, Concord Township, and D.E.R. with regard to the adoption and enforcement of such rules and regulations;
- (e) To delegate to a professional management firm or agent all of the powers granted to Trustee by this Deed of Trust other than the following power:
 - (i) To adopt the annual budget or any amendment thereto or to assess Operating Costs against Members;
 - (ii) To adopt, repeal or amend rules and regulations;
 - (iii) To designate signatories on Trustee Bank account;
 - (iv) To borrow money on behalf of Trustee.
- (f) Without approval of any person, legal entity or court, to compromise claims and any controversy between Trustee and any Beneficiary, Township, County, D.E.R. or other person, firm, corporation, municipality or entity;
- (g) To exercise all other powers necessary and appropriate to carry out the purpose of this Trust;

5. DUTIES OF THE TRUSTEE

Subject to the limitations and restrictions contained in Section 3 hereof, Trustee shall, on behalf of the Members, have all duties necessary to administer and manage the business,

operation and affairs of the Springhill Farm Wastewater Treatment Facility Association, including the following duties:

- (a) To own, operate, manage, and maintain on a not for profit basis, the Trust Property in compliance with the applicable rules and regulations of Birmingham Township, Delaware County, Pennsylvania, Concord Township, Delaware County, Pennsylvania, and D.E.R.;
- (b) To cause the Trust Property to be operated, maintained, repaired and replaced for the mutual use, enjoyment, and benefit of the Members;
- (c) To establish an adequate reserve fund for the maintenance, repair and replacement of the Trust Property. Such reserves are hereby declared to be part of the Operating Costs;
- (d) To obtain and continuously maintain policies of insurance and Fidelity Bonds of the type, in the form, and in the amounts which are hereafter required, except to the extent such coverage is not available:
 - (i) Property insurance on the Trust Property insuring against all risks of direct physical loss, including without limitation fire and such other risks as can be normally covered by endorsement for extended coverage, in amounts which shall equal the estimated full insurance replacement value, without deduction for depreciation, exclusive of land, excavations, foundations, and other items normally excluded from property policies;
 - (ii) Public and General Liability Insurance Policies insuring Trustee, its members, the Board of Directors and the managing agent against any liability to other persons or entities in such amounts and with such carriers as Trustee shall reasonably require;
 - (iii) A Fidelity Bond or insurance coverage against dishonest acts on the part of such persons (including, by way of illustration and not limitation, Trustee, Members, officers, Board of Director members, agents, employees and volunteers) responsible for handling funds belonging to or administered by Trustee. The premiums for such Fidelity Bond or insurance coverage (except for premiums or Fidelity Bonds maintained by any management agent for its officers, employees, and agents) shall be

paid by Trustee and charged as part of the Operating Costs. In connectin with such coverage, an appropriate endorsement shall be added to such policy or bond in order to cover any persons who serve without compensation, if such policy would not otherwise cover volunteers. Such Fidelity Bond or insurance shall also name Trustee as an obligee or named insured, provide that coverage may not be cancelled or substantially modified, including cancellation for non-payment of premium, with at least thirty (30) days prior written notice to Trustee and all Beneficiaries;

(iv) Insurance to satisfy the indemnification obligation of the Trustee and all Beneficiaries set out in Section 11 hereof.

(e) Prior to the commencement of each fiscal year of Trustee, to determine an annual budget for the operation of the Trust and payment of all Operating Costs and establish an Annual Assessment against all Members. All such assessments shall be deemed to be adopted, assessed and payable on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Operating Costs for such fiscal year for any reason, Trustee shall have the power at any time it deems necessary and proper to levy one or more Special Assessments against each Member. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month during such period of time as established by Trustee. Trustee shall inform each Member of Trustee's requirements and the assessment against such Member for the following calendar year as to any Member who is part of an Association, at least sixty (60) days in advance of each annual assessment period for each such Association, and as to any other Member on or before November 1 of any calendar year. Notice to Members who are part of an Association shall be provided to the Executive Board of such Association.

6. DETERMINATION OF ANNUAL ASSESSMENT

Trustee shall determine the Annual Assessment or any Special Assessment as follows:

Trustee shall first classify the principal use of each Member's property as either residential or non-

residential. The Annual Assessment of a Member with a non-residential use shall equal the result obtained by multiplying the budgeted Operating Costs by a fraction the numerator of which shall be the Capacity Requirement of the Non-Residential User and the denominator of which shall be the Capacity of the Facility. Trustee shall then total all Annual Assessments attributable to Members with a non-residential use and subtract the sum obtained from the anticipated budgeted Operating Costs. The result obtained shall equal the total residential portion of the budgeted Operating Costs. The Annual Assessment of a Member with a residential use shall equal the result obtained by dividing the residential portion of the budgeted Operating Costs by the total number of Members with residential uses.

7. EXPENSES AND COMPENSATION OF TRUSTEE

The Trustee shall be entitled to be reimbursed by the Members for all sums expended by the Trustee to operate or administrator this Trust, including but not limited to the cost and expense of Trustee's counsel, engineering, and accounting fees. The Trustee shall receive from the Members no annual compensation for its services as Trustee.

8. REMEDIES

In the event of any violation of the provisions of this Deed of Trust or any Sanitary Sewer Easement Agreement, Trustee's Bylaws or the rules and regulations of Trustee, by any Member, Trustee, its successors and assigns, shall have each and all of the rights and remedies which may be provided for in this Deed of Trust, the Trustee's Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Member, Association, and/or others for enforcement of any lien or for damages or injunction or specific performance, or for Judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. The expenses

of Trustee in connection with any such actions or proceedings, including court costs and attorney fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of fifteen (15%) percent per annum until paid, shall be charged to and assessed against the defaulting Member, and shall be added to and be deemed part of the Member's Annual Assessment, and Trustee shall have a lien for all the same, as well as for non-payment of the Annual Assessment or any portion thereof, upon such Member's property and upon all such Member's personal property located on such property. For the purpose of the preceding sentence and the establishment of a lien on a Member's property, such Member's property shall mean (i) for a Member who is part of an Association, such Member's Unit and his percentage interest in any common element, and (ii) for all other Member's, the real property owned by such Member over which Trustee has an easement. In the event of any such default by any Member, Trustee and the managing agent, if so authorized, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against the aforesaid property owned by such defaulting Member. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise.

9. COMMENCEMENT OF OBLIGATION TO PAY ANNUAL ASSESSMENT

The obligation of the payment by Members of the Annual Assessments made against such Members by Trustee shall commence on the first day of the calendar month first following the date of the Sanitary Sewer Easement Agreement between such Member and the Trustee.

10. LIMITED LIABILITY OF THE BOARD OF DIRECTORS

The Board of Directors, and its members, as members or officers or both, shall not be liable to the Trust or to any Member for any act or omission of any Member or the Settlor or of any Association or be held to any liability in tort, contract or otherwise in connection with the affairs of this Trust except only that arising from its own willful misfeasance, bad faith, gross negligence, or reckless disregard of duty.

The Board of Directors in incurring any debts, liabilities or obligations or in taking or omitting any other actions for or in connection with the Trust is, and shall be deemed to be acting as Trustee only. Except to the extent provided in the proceeding paragraph of this Section, no Board member or any Member shall be liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against or with respect to the Trust, arising out of any action taken or omitted for or on behalf of the Trust and the Trust shall be solely liable therefore and the resort shall be had solely in the Trust Property for the payment or performance thereof.

Under no circumstance will the Board of Directors be required to incur any expense or liability hereunder unless and until sufficient funds therefore (in the Trustee's Judgment) have been made available to Trustee whether by assessment or special assessment of Members or by contributions as hereinbefore described.

The duty to collect assessments from Members of this Trust which are part of an Association shall be the responsibility of the Association of which such Members are a part. Each such

Association shall have the right, but not the obligation, to proceed against any other Association or its members who have failed to pay such Associations assessment under this Deed of Trust and to enforce such payment for the benefit of the Trust. The Board of Directors, or a professional management firm, as determined by Trustee, shall have the duty to collect assessments from all Members and to enforce such assessments for the benefit of the Trust.

The Board of Directors may from time to time require any Association to provide Trustee with a current list of name and addresses of all Members who are part of such Association, and Trustee may rely on such list for the purpose of making assessments hereunder.

11. INDEMNIFICATION OF BOARD OF DIRECTORS

The Board of Directors shall be entitled to full indemnity from the Trust Properties and sums held in Trust hereunder including sums payable to the Trustee by the Settlor and the Members, if, contrary to the provisions of Section 10 any Board member, in his capacity as a Board member or officer or both, is held to any liability. The Board members shall be indemnified and held harmless by the Trust against judgments, fines, amounts paid on account thereof (whether in settlement or otherwise) and reasonable expenses, including attorneys' fees, actually and reasonably incurred by it in connection with the defense of such action, suit, proceeding, claim or alleged liability or in connection with any appeal therein, whether or not the same proceed to Judgment, is settled or otherwise brought to a conclusion, provided that Board members shall not be so

indemnified or reimbursed for any claim, obligation or liability which arose out of willful misfeasance, bad faith, gross negligence or reckless disregard of duty; and provided further that the Board member gives prompt notice thereof, executes such documents and takes such action as will permit the Trust to conduct the defense or settlement thereof and cooperates therein. Budgetary requirements submitted by the Board of Directors pursuant to Section 5(e) may include amounts necessary to cover the expenses and to provide the indemnity incurred or required pursuant to this Section.

12. AMENDMENT OF THIS DEED OF TRUST

If, in the Judgment of Trustee, any amendment is necessary to cure any ambiguity or to correct or supplement any provisions of this Deed of Trust which is defective or inconsistent with any other provision hereof or which prevents or the absence of which fails to authorize any action by the Trustee which is necessary and proper in order to carry out the purpose of this Trust, the Trustee may (but shall not be obligated to) effect an appropriate amendment, without leave of court, or approval of the Settlor or any Member or other person upon its receipt of an opinion from independent counsel that the proposed amendment is permitted by the terms of this Section. Each such amendment shall be effective upon the recording in the Office of an appropriate instrument setting forth the amendment and its due adoption by the Trustee, provided, however, that so long as Settlor owns any part of Parcel I or Parcel II, this Deed of Trust shall not be amended without Settlor's written consent.

13. DURATION OF THE TRUST

Trust shall continue for a period of twenty (20) years and thereafter for successive periods of ten (10) years unless terminated at the end of said twenty (20) years or at the end of any such successive period of ten (10) years by an affirmative vote of one hundred (100%) percent of the Beneficiaries (based on a vote for each lot or condominium unit) in writing.

14. DISPOSITION OF TRUST PROPERTIES UPON TERMINATION

Upon termination of the Trust for any reason, the Trust Properties and all other property held in Trust hereunder shall be transferred and conveyed jointly to the Members in equal shares.

15. ANNUAL ACCOUNTING PERMITTED

The Trustee shall submit annual accountings of receipts and disbursements for the Trust to the Settlor (so long as the Settlor owns any part of Parcel I or Parcel II) and to the Members. Copies for Members of Associations shall be provided to such Association and not to each such Member. If the Settlor or any such Association fails to notify Trustee in writing within sixty (60) days of receipt of any such accounting of any disapproval thereof stating with reasonable specificity the reasons for such disapproval, such accounting shall be deemed approved and the Trustee released from all liability for the period accounted for.

IN WITNESS WHEREOF, the Settlor and Trustee have caused this Deed of Trust to be duly executed as of the day and year first written.

STATE STREET DEVELOPMENT COMPANY,
SETTLOR

BY: Donald E. Purdy

ATTEST: May E. Wente, Sec.

SPRINGHILL FARM WASTE WATER
TREATMENT FACILITY ASSOCIATION,
TRUSTEE

BY: Stephen [unclear]

ATTEST: May E. Wente, Sec.

ALL THAT CERTAIN parcel of ground with the buildings and improvements thereon erected, situated in the Township of Birmingham, County of Delaware, State of Pennsylvania as shown on a comprehensive plan of Villages for Springhill Farm prepared by Brandywine Valley Engineers, Inc. dated November 21, 1984 and last revised June 19, 1985 being bounded and described as follows:

BEGINNING AT AN INTERIOR POINT, said point being located the following four (4) courses and distances from a point of intersection of the northeasterly line of lands now or late of Thos. B. and Anna Pennington with the title line in the bed of Marshall Road; (1) along said titleline N 67° 57' E 350' to a point, (2) leaving same S 22° 30' E, 1016.83' to a point of curve, (3) along the arc of a circle curving to the right in a southwardly direction having a radius of 425' an arc distance of 64.61' to a point, (4) S 80° 20' E, 76.28' to the point of beginning; THENCE, from said beginning point S 80° 20' E, 110' to a point; THENCE, S 09° 40' W, 90' to a point; THENCE, N 80° 20' W, 110' to a point; THENCE, N 09° 40' E, 90' to the first mentioned point and place of beginning.

CONTAINING an area of 0.227 acres, more or less. Being designated as waste water treatment area.

EXHIBIT "A"

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TOWNSHIP OF BIRMINGHAM, COUNTY OF DELAWARE AND STATE OF PENNSYLVANIA, DESCRIBED ACCORDING TO A COMPREHENSIVE PLAN OF VILLAGES OF SPRING HILL FARM, MADE BY BRANDYWINE VALLEY ENGINEERS, INC., DATED 11-21-1984, LAST REVISED 6-19-1985, AS FOLLOWS:

BEGINNING AT A POINT IN THE TITLE LINE OF MARSHALL ROAD AT A CORNER OF LANDS NOW OR LATE OF THOMAS AND ANNA PILKINGTON (SHOWN ON PLAN AS THOMAS O. AND ANNA PENNINGTON); THENCE EXTENDING IN THE BED OF MARSHALL ROAD NORTH 67 DEGREES 57 SECONDS EAST 655.15 FEET TO A POINT, A CORNER OF LANDS NOW OR LATE OF WILLIAM D. AND EDITH M. TEATE; THENCE LEAVING MARSHALL ROAD AND EXTENDING ALONG SAID LANDS SOUTH 22 DEGREES 03 MINUTES EAST 200 FEET TO A POINT; THENCE STILL ALONG LANDS OF TEATE NORTH 67 DEGREES 57 MINUTES EAST 97.53 FEET TO A POINT, A CORNER OF LANDS OF IRVING YALISOVE; THENCE ALONG SAID LANDS SOUTH 51 DEGREES 30 MINUTES EAST 172.11 FEET TO A POINT; THENCE STILL ALONG SAME SOUTH 22 DEGREES 03 MINUTES EAST 155 FEET TO A POINT; THENCE EXTENDING STILL ALONG SAME SOUTH 67 DEGREES 30 MINUTES WEST 483.22 FEET TO A POINT ON THE EASTERLY SIDE OF A 50 FEET WIDE CORRIDOR AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG SAID SIDE OF THE 50 FEET WIDE CORRIDOR AND STILL ALONG LANDS OF YALISOVE SOUTH 22 DEGREES 30 MINUTES EAST 440.28 FEET TO A POINT; THENCE LEAVING THE SAID SIDE OF SAID 50 FEET WIDE CORRIDOR AND EXTENDING SOUTH 55 DEGREES 03 MINUTES 49 SECONDS EAST, 157.61 FEET TO A POINT; THENCE EXTENDING SOUTH 80 DEGREES 30 MINUTES EAST 235 FEET TO A POINT; THENCE EXTENDING SOUTH 09 DEGREES 40 MINUTES WEST 210 FEET TO A POINT IN THE DIVIDING LINE BETWEEN BIRMINGHAM AND CONCORD TOWNSHIPS; THENCE EXTENDING ALONG SAME NORTH 80 DEGREES 20 MINUTES WEST 1025. FEET TO A POINT, A CORNER OF LANDS NOW OR LATE OF BRANDYWINE SUMMIT CHAPEL (AS SHOWN ON SAID PLAN) THENCE EXTENDING NORTH 14 DEGREES 25 MINUTES WEST 650 FEET TO A POINT, A CORNER OF LANDS OF THOMAS AND ANNA PILKINGTON (SHOWN ON PLAN AS THOMAS O. AND ANNA PENNINGTON); THENCE ALONG SAME NORTH 69 DEGREES 15 MINUTES EAST 247.80 FEET TO A POINT; THENCE STILL ALONG THE SAME AND EXTENDING NORTH 20 DEGREES 45 MINUTES WEST 205.26 FEET TO A POINT IN THE TITLE LINE OF MARSHALL ROAD, THE POINT AND PLACE OF BEGINNING.

BEING VILLAGE I, SECTIONS A AND B; VILLAGE II, PARCELS A AND B, AND THE 50 FEET WIDE CORRIDOR AS SHOWN ON SAID PLAN.

EXHIBIT "B"

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TOWNSHIP OF BIRMINGHAM, COUNTY OF DELAWARE AND STATE OF PENNSYLVANIA BEING DESCRIBED ACCORDING TO A COMPREHENSIVE PLAN OF VILLAGES OF SPRING HILL FARM MADE BY BRANDYWINE VALLEY ENGINEERS INC. DATED 11-21-1984 AND LAST REVISED 6-17-1985 AS FOLLOWS:

BEGINNING AT AN INTERIOR POINT IN LINE OF LANDS NOW OR LATE OF WILLIAM D. AND EDITH M. TEATE SAID POINT BEING MEASURED THE THREE FOLLOWING COURSES AND DISTANCES FROM A POINT IN THE BED OF MARSHALL ROAD, A CORNER OF LANDS NOW OR LATE OF THOMAS O. AND ANNA PILKINGTON (SHOWN ON PLAN AS THOMAS O. AND ANNA PENNINGTON); 1) EXTENDING IN THE BED OF MARSHALL ROAD NORTH 67 DEGREES 57 MINUTES WEST 655.15 FEET TO A POINT, A CORNER OF LANDS NOW OR LATE OF WILLIAM D. AND EDITH M. TEATE AND 2) THENCE EXTENDING SOUTH 22 DEGREES 03 MINUTES EAST 200 FEET TO A POINT AND 3) THENCE EXTENDING NORTH 67 DEGREES 57 MINUTES 97.53 FEET TO THE POINT OF BEGINNING; THENCE EXTENDING NORTH 67 DEGREES 57 MINUTES EAST 555.62 FEET TO A POINT IN THE DIVIDING LINE BETWEEN CONCORD AND BIRMINGHAM TOWNSHIPS AND IN LINE OF LANDS NOW OR LATE OF GEORGE M. AND HARRY H. SHARPLESS; THENCE EXTENDING ALONG SAME AND ALONG SAID DIVIDING LINE SOUTH 22 DEGREES 01 MINUTES EAST 1661.10 FEET TO A POINT; THENCE EXTENDING NORTH 80 DEGREES 20 MINUTES WEST 910 FEET TO A POINT, A CORNER OF VILLAGE I, SECTION B (AS SHOWN ON SAID PLAN); THENCE EXTENDING NORTH 09 DEGREES 40 MINUTES EAST 210 FEET TO A POINT; THENCE EXTENDING NORTH 80 DEGREES 30 MINUTES WEST 235 FEET TO A POINT; THENCE EXTENDING NORTH 55 DEGREES 03 MINUTES 49 SECONDS WEST 157.61 FEET TO A POINT ON THE EASTERLY SIDE OF A 50 FEET WIDE CORRIDOR AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG THE EASTERLY SIDE OF SAID 50 FEET WIDE CORRIDOR, NORTH 22 DEGREES 30 MINUTES WEST 440.28 FEET TO A POINT A CORNER OF VILLAGE II, PARCEL B (AS SHOWN ON SAID PLAN); THENCE LEAVING THE SAID SIDE OF PLEASANT HILL ROAD AND EXTENDING NORTH 67 DEGREES 30 MINUTES EAST 483.32 FEET TO A POINT; THENCE EXTENDING NORTH 22 DEGREES 03 MINUTES WEST 155 FEET TO A POINT; THENCE EXTENDING NORTH 51 DEGREES 30 MINUTES WEST 172.11 FEET TO A POINT IN LINE OF LANDS NOW OR LATE OF WILLIAM D. AND EDITH M. TEATE, THE POINT AND PLACE OF BEGINNING.

CONTAINING 25.25 (PLUS OR MINUS) ACRES.

EXHIBIT "C"

PREMISES "A"

ALL THAT CERTAIN LOT OR PIECE OF GROUND, SITUATE IN THE TOWNSHIP OF BIRMINGHAM, COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE MIDDLE OF THE ROAD LEADING FROM BRANDYWINE SUMMIT STATION TO WILMINGTON AND AT THE DISTANCE OF 154.00 FEET SOUTHWARDLY FROM THE MIDDLE LINE OF THE ROAD LEADING FROM THE FIRST MENTIONED ROAD TO CONCORDVILLE, A CORNER OF LANDS OF JOSEPHINE SPEAKMAN; THENCE BY THE LAST MENTIONED LANDS THE THREE FOLLOWING COURSES AND DISTANCES SOUTH 85 DEGREES 30 MINUTES EAST 208.71 FEET, SOUTH 04 DEGREES 30 MINUTES WEST 208.71 FEET, AND NORTH 85 DEGREES 30 MINUTES WEST 208.71 FEET, TO THE MIDDLE OF SAID BRANDYWINE SUMMIT ROAD AND THENCE ALONG THE MIDDLE OF THE SAME NORTH 04 DEGREES 30 MINUTES EAST 208.71 FEET TO THE PLACE OF BEGINNING.

PREMISES "B"

ALSO ALL THAT CERTAIN TRACT OR PIECE OF LAND, SITUATE IN THE TOWNSHIP OF BIRMINGHAM, COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A SURVEY THEREOF MADE BY C. M. BROOMALL, CIVIL ENGINEER ON OCTOBER 27, 1919 AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE MIDDLE OF THE ROAD LEADING FROM BRANDYWINE SUMMIT TO WILMINGTON, A CORNER OF LANDS OF JOHN J. MCCORT, ADMINISTRATOR OF THE ARCH DIOCESE OF PHILADELPHIA; THENCE BY SAID LAND SOUTH 85 DEGREES 55 MINUTES EAST 208.71 FEET TO AN IRON BAR, AND NORTH 04 DEGREES 15 MINUTES EAST 208.71 FEET TO A POINT IN LINE OF LANDS OF JOSEPHINE SPEAKMAN; THENCE BY THE SAME SOUTH 85 DEGREES 55 MINUTES EAST 244.8 FEET TO THE LINE OF LANDS NOW OR LATE OF E. AND S. HOOD; THENCE BY THE SOUTH 13 DEGREES 04 MINUTES EAST 572.8 FEET TO THE NORTHERLY SIDE OF A RIGHT OF WAY LEADING TO THE PROPERTY OF THE SAID E. AND S. HOOD; THENCE ALONG THE NORTHERLY SIDE OF SAID RIGHT OF WAY NORTH 83 DEGREES 57 MINUTES WEST 276.9 FEET AND NORTH 77 DEGREES 10 MINUTES WEST 349.6 FEET TO THE MIDDLE OF THE SAID WILMINGTON ROAD THENCE ALONG THE MIDDLE OF THE SAME NORTH 04 DEGREES 05 MINUTES EAST 275.2 FEET TO THE PLACE OF BEGINNING.

BEING AS TO A PART, THE SAME PREMISES WHICH CORNELIUS MUNDY AND EMILIE W. MUNDY, HIS WIFE, BE DEED DATED 5-2-1918, AND RECORDED AT MEDIA, IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR THE COUNTY OF DELAWARE, IN DEED BOOK 435 PAGE 540, GRANTED AND CONVEYED UNTO JOHN J. MC CORT, ADMINISTRATOR OF THE ARCHDIOCESE OF PHILADELPHIA. (NOW CONTROLLED BY THE ARCHBISHOP OF PHILADELPHIA.)

BEING AS TO THE REMAINING PART, THE SAME PREMISES WHICH CORNELIUS MUNDY AND EMILIE W. MUNDY, HIS WIFE, BE DEED DATED 10-20-1921, AND RECORDED AT MEDIA, IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR THE COUNTY OF DELAWARE, IN DEED BOOK 520 PAGE 286, GRANTED AND CONVEYED UNTO THE MOST REVEREND DENNIS CARDINAL DOUGHERTY, ARCHBISHOP OF PHILADELPHIA.

AND THE SAID JOHN CARDINAL KROL IS SUCCESSOR TO THE SAID JOHN J. MC CORT, ADMINISTRATOR OF THE ARCHDIOCESE OF PHILADELPHIA, AND IS SUCCESSOR TO DENNIS CARDINAL DOUGHERTY, ARCHBISHOP OF PHILADELPHIA, AND AS SUCH SUCCESSOR, TITLE IS VESTED IN HIM.

EXHIBIT "E"

ARTICLE

ASSESSMENT FOR EXPENSES OF THE TRUSTEE

Section 1. Expenses of the Trustee. Each Unit shall be subject to assessment, according to its Percentage of Undivided Interest, for a share, allocable to the CONDOMINIUM/HOMEOWNER ASSOCIATION located on Parcel _____ of the costs and expenses incurred or to be incurred by the Trustee pursuant to the exercise of its powers and duties under the Deed of Trust. Said share of the costs and expenses is hereby declared to be a Common Expense.

Section 2. Commencement of Obligation. The obligation of the assessments created by Section 1 of this Article shall commence no later than the first day of the calendar month first following the Executive Board's determination that assessments shall begin, provided, however, that assessments shall begin no later than the first day of the calendar month first following the ninetieth (90th) day from the date the first Unit is conveyed by Declarant to a person other than the Declarant.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Executive Board may levy, in any assessment year, a special assessment applicable to that year only, if the Condominium/Homeowner Association Portion of the Sewer Charges estimated at the beginning of any fiscal year proved to be insufficient to cover the Condominium/Homeowner Associations actual share of the total operating costs for such fiscal year.

Section 4. Obligation to Assess and Collect. The Executive Board must make reasonable inquiry of the Trustee as to the Condominium Portion of the Sewer Charges and must assess, collect and remit the same to the Trustee.

Section 5. Enforcement by Trustee. In the event that the Executive Board is unable or unwilling to collect any assessment to which the Trustee is entitled pursuant to this Article and the Deed of Trust, the Trustee, after making a request in writing and giving the Executive Board thirty (30) days to commence an appropriate proceeding, shall be entitled to make said assessment and to collect the same against each unit owner directly and shall be entitled to all of the powers and remedies to which the Executive Board would have been entitled in assessing and collecting the same.

Section 6. Portion of Assessment Payable to Trustee Under the Deed of Trust. Declarant, for each unit owned by Declarant, hereby covenants, and each unit owner by the acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, including any purchaser at a judicial sale or heir or devisee of a deceased owner shall be deemed to have accepted the terms and conditions of the Deed of Trust and to covenant and agree to pay to the Trustee for each Unit pursuant to and subject to the limitations of this Section. The Condominium Portion of the Sewer Charges shall be deemed to be adopted, assessed and payable on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be collected by the Executive Board as part of its annual assessments and remitted to the Trustee under the Deed of Trust within twenty (20) days following the due date for assessment installments as above established.

Section 7. Amendments. Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Section may not be amended without the written consent of the Trustee.

NOTE: The following definitions shall be included in the Declaration of Condominium:

(a) "Condominium Portion of the Sewer Charges" means the share of the total operating costs incurred or to be incurred by the Trustee pursuant to the exercise of its powers and duties under the Deed of Trust and assessed by the Trustee against the Condominium/Homeowner Association.

(b) "Deed of Trust" means that certain Deed of Trust dated June 22, 1985, by and between State Street Development Company, as Settlor, and Springhill Farm Wastewater Treatment Facility Association, a Pennsylvania Non-Profit Corporation, as Trustee, and recorded in Delaware County in Vol. _____, Page _____.

(c) "Trustee" means the Trustee under the Deed of Trust and its successors in Trust.

James J. Hall



ASSIGNMENT OF BENEFICIARY STATUS UNDER DEED OF TRUST

This Assignment is made this 18th day of February, 1989, by BRINTON PARTNERS, a Pennsylvania partnership, as assignor ("Assignor") to GLEN EAGLE SQUARE, INC., a Pennsylvania corporation, as assignee ("Assignee").

WITNESSETH:

WHEREAS, Springhill Farm Waste Water Treatment Facility Association, a Pennsylvania non-profit corporation ("Trustee") operates a sanitary sewer system and waste water treatment facility for the benefit of certain record owners of real estate (including the record owner of Parcel III, hereinafter described) identified as beneficiaries under a certain deed of trust dated June 2], 1985, and recorded in Delaware County, Pennsylvania on July 3, 1985 in Volume 248, Page 222] (the "Deed of Trust"); and

WHEREAS, Parcel III ^{GLEN EAGLE SQUARE} is defined in the Deed of Trust to mean the parcel of land owned by Brinton Partners as further described in deed dated February 28, 1985 and recorded in Delaware County, Pennsylvania, in Volume 0220, Page 1626, attached as Exhibit "D" to the Deed of Trust, and "any lands contiguous therewith and hereafter owned by Brinton Partners, its successors and assigns"; and

WHEREAS, Assignee is the record owner of lands contiguous with the aforementioned lands described in Exhibit "D" attached to the Deed of Trust, the said property owned by Assignee being more fully described in Exhibit "A" attached hereto; and

WHEREAS, it is the intent and desire of Assignor and Assignee that the record owner of the property described in Exhibit "A" attached hereto have the right, subject to the terms and conditions set forth in the Deed of Trust, to tie into and connect with the sanitary sewer system operated by the Trustee.

NOW THEREFORE, in consideration of One (\$).00) Dollar and

SPRINGHILL
DRIVE 2

other good and valuable consideration, receipt of which is hereby acknowledged, and with the intent to be legally bound hereby, Assignor hereby assigns to Assignee, its successors and assigns, the benefit and burdens which accrue and inure to the benefit of the record owners of real estate included within the definition of "Parcel III" under the Deed of Trust, all such benefits and burdens being subject to the conditions which may be imposed by the Trustee upon the record owner of the real property described on Exhibit "A" attached hereto.

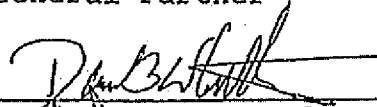
ASSIGNOR:

BRINTON PARTNERS,
A Pennsylvania Partnership


BY:

FIRST CHESTER SERVICES INC.,
A Pennsylvania Corporation,
General Partner

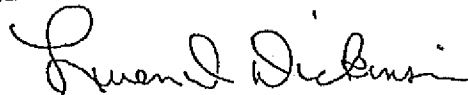
BY:



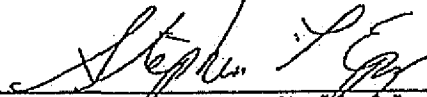
ATTEST:



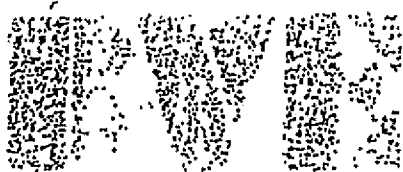
AND


Luren D. Dickinson, Individually


Gerald Liikala, Individually


Steven K. Epp, Individually

DATED: February 28, 1989



Brandywine Valley Engineers, Inc.

**Consulting Engineers
& Land Surveyors**

2423 Third Avenue Boothwyn, Pennsylvania 19061

Telephone: 215-494-

April 6, 1988
File #79-688-00
Road Dedication

ALL THAT CERTAIN strip of ground situate partly in the Township of Birmingham and partly in the Township of Concord, both in the County of Delaware, State of Pennsylvania, as shown on a subdivision plan for a portion of Section #2 "Smithbridge Estates" prepared by Brandywine Valley Engineers, Inc., Boothwyn, Pennsylvania, dated March 12, 1985 and last revised April 6, 1988 being bounded and described as follows:

BEGINNING AT A POINT in the easterly side of Wilmington-West Chester Pike (U.S. Route #202); said point being located the following three (3) courses and distances along said Pike from its intersection with the old center-line of Marshall Road: (1) southwardly 177.70 ft. to a point of curve; (2) along the arc of a circle curving to the left in a southwardly direction having a radius of 11,602.35 ft., an arc distance of 277.50 ft. to a point of tangency; (3) S 4° 20' 34" W, 47.22 ft. to the point of Beginning; THENCE, from said Beginning point and leaving the said side of Wilmington-West Chester Pike along the arc of a circle curving to the left in a eastwardly direction having a radius of 25 ft., an arc distance of 38.60 ft. to a point of tangency; THENCE, S 84° 10' E, 75.36 ft. to a point of curve; THENCE, along the arc of a circle curving to the right in a southeastwardly direction having a radius of 200 ft., an arc distance of 109.37 ft. to a point of tangency; THENCE, S 52° 50' E, 120 ft. to

Page 2
File #79-688-00
4/6/88

a point of curve; THENCE, along the arc of a circle curving to the left in a southeastwardly direction having a radius of 125 ft., an arc distance of 60 ft. to a point of tangency which point also being a point in the Township line dividing the Township of Birmingham from the Township of Concord; THENCE, along said Township line S 80° 20' E, 905.63 ft. to a point; THENCE, leaving said Township line along the arc of a circle curving to the left in a southeastwardly direction having a radius of 25 ft., an arc distance of 2.66 ft. to a point of tangency; THENCE, S 30° 41' 01"-E, 69.03 ft. to a point of curve; THENCE, along the arc of a circle curving to the right in a southeastwardly direction having a radius of 231.68 ft., an arc distance of 126.09 ft. to a point in the northerly terminus of a certain 50 ft. wide roadway (Pleasant Hill Road); THENCE, crossing said terminus N 89° 30' W, 50 ft. to a point; THENCE, leaving said terminus along the arc of a circle curving to the left having a radius of 125 ft., an arc distance of 107.45 ft. to a point of tangency; THENCE, N 48° 45' W, 39.52 ft. to a point of curve; THENCE, along the arc of a circle curving to the left in a northwestwardly to westwardly direction having a radius of 125 ft., an arc distance of 68.90 ft. to a point of tangency; THENCE, N 80° 20' W, 797.66 ft. to a point of curve; THENCE, along the arc of a circle curving to the right in a north-

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File #79-688-00
4/6/88

westwardly direction having a radius of 175 ft., an arc distance of 83.99 ft. to a point of tangency; THENCE, N 52° 50' W, 120 ft. to a point of curve; THENCE, along the arc of a circle curving to the left in a northwestwardly direction having a radius of 150 ft., an arc distance of 82.03 ft. to a point of tangency; THENCE, N 84° 10' W, 72.76 ft. to a point of curve; THENCE, along the arc of a circle curving to the left in a southwestwardly direction having a radius of 25 ft., an arc distance of 39.92 ft. to a point in the aforementioned side of Wilmington-West Chester Pike; THENCE, along same N 4° 20' 34" E, 100.04 ft. to the first mentioned point and place of Beginning.

The above described strip of ground containing the bed of a certain roadway 50 ft. wide.

ALL THAT CERTAIN improved lot or piece of ground situate in Concord Township, Delaware County, Pennsylvania, containing twelve and one half (12 $\frac{1}{2}$) acres more or less as recorded and described in Deed Book 29, page 1713, dated July 15, 1982 and recorded July 20, 1982.

EXHIBIT "B"

AGREEMENT FOR SANITARY SEWER SERVICE

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, by and between the Springhill Farm Wastewater Treatment Facility Association, a Pennsylvania Nonprofit Corporation (the "Trustee") and William and Caroline Mangan (the "Property Owner").

Whereas, the Trustee owns and operates a wastewater treatment plant;

Whereas, the Trustee may enter into agreements with parties for sanitary sewer treatment pursuant to a Deed of Trust, dated June 21, 1985, and recorded July 3, 1985, in the Recorder of Deeds Office of Delaware County, Pennsylvania, at Volume 248, Page 2221, as amended by a First Amendment of Deed of Trust, dated December 30, 1992, and as amended by a Second Amendment to Deed of Trust, dated November 20, 1997; and

Whereas, the Property Owner was granted Beneficiary status in the Springhill Farm Wastewater Treatment Facility Association on September 17, 1997; and

Whereas, the Property Owner owns a certain property located in Concord Township, Delaware County, Pennsylvania, between the northbound and southbound lanes of U.S. Route 202, as more fully described in Exhibit "A" of this Agreement, upon which an existing building is located and intended to be operated as a restaurant (hereinafter the "Property"); and

Whereas, the Property Owner has requested that its facility be permitted to connect to the Trustee's wastewater treatment facility, thereby becoming a Member of the Springhill Farm Wastewater Treatment Facility Association; and

Whereas, the Trustee has agreed to allow the connection, subject to the provisions of this Agreement.

Now Therefore, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1 - Property Owner's Obligations

1.1 Property Owner agrees to comply with all requirements of Membership as set forth in the Deed of Trust, the First Amendment to the Deed of Trust, the Second Amendment to the Deed of Trust, the Bylaws of the Trust (the "Trust Documents"), as amended from time to time, and the obligations set forth in this Agreement. It is acknowledged Property Owner has been given true and correct copies of the named documents.

1.2 Pay such annual assessments and special assessments as may be levied by the Trustee from time to time pursuant to the Trust Documents and comply with such rules and regulations and resolutions as may be adopted by the Trustee and in effect from time to time as to which Property Owner has received written notice.

1.3 Property Owner does hereby agree to defend, indemnify and hold harmless Trustee from any loss, cost, damage, injury, cause of action, claim, demand or expense, including reasonable attorneys' fees resulting from.

1.3.1 Property Owner's failure to comply with the requirements of this Agreement except if such loss, cost, or expense is solely caused by Trustee's negligence.

1.3.2 Property Owner's failure to comply with such rules and regulations as may be adopted by the Trustee from time to time and then in effect.

1.3.3 Any act or omission caused by Property Owner's negligence.

1.4 Pay Trustee for costs incurred in arranging for execution of this Agreement, including legal counsel, administrative, engineering, and reasonable expenses. Such payment is due prior to final connection to the treatment facility.

Section 2 - Limitations on Wastewater Characteristics and Quantity

2.1 The Property Owner understands that the Trustee's facility operates under a NPDES permit which requires wastewater discharged from the facility to meet certain parameters established by the Pennsylvania Department of Environmental Protection. The Property Owner also understands that the treatment facility has been designed on the basis of certain wastewater characteristics and volume entering the treatment process and that the equipment and treatment system anticipates a certain removal efficiency based on the incoming wastewater characteristics.

2.2 Property Owner agrees that the effluent leaving the property described in Exhibit "A" will not exceed the following parameters:

<u>Parameter</u>	<u>Maximum Limit</u>	<u>Type of Sample</u>
BOD ₅	450 mg/L	Composite
Total Suspended Solids	450 mg/L	Composite
Grease and Oil	100 mg/L	Grab
Annual Average Daily Flow	8,000 gpd	Water Meter Readings

2.3 If the parameters set forth in Section 2.2 of this Agreement are found to be exceeded in any two successive measurements as determined by the Trustee, then the Property Owner shall, within 30 days of written notification, notify the Trustee in writing of the corrective action which they shall take in order to comply with the parameters set forth in Section 2.2. Thereafter, the Property Owner shall complete said corrective action and comply with the parameters set forth in Section 2.2 within 60 days of the original notification by the Trustee. Should the Property Owner not comply with

either of the above two requirements, then the Trustee shall have the right, but not the obligation, to implement such corrective measures which the Trustee, in its sole discretion, deems appropriate. All costs and expenses incurred by the Trustee in implementing such measures, including the cost of retesting, shall be assessed to the Property Owner and payable by the Property Owner within 30 days of notification of the assessment.

2.4 Trustee shall reserve the right of free access to collect samples of the effluent leaving Property Owner's property at one or more locations on the property. Costs for sampling shall be included in the determination of the operating expenses of the Trustee, except the costs for retesting if required.

2.5 The methods of measurement and frequency of same will be conducted by the Trustee. Copies of all test results will be provided to the Property Owner. All tests will be performed in accordance with the standard methods for water and wastewater examination, latest edition, and performed by a State certified qualified laboratory chosen by the Trustee. Water use records will be obtained by the Trustee from the water purveyor.

2.6 With respect to the above limitation on flow, if average water use over a period of two years from the first billing for service is lower than the limitation, Trustee shall have the right, but not the obligation, to reallocate the excess capacity to other parties or reduce the Property Owners reserved capacity (for which no payment has been received for such reservation under this Agreement) at the sole discretion of the Trustee. Property Owner shall be notified in writing of such intended action 60 days in advance of reallocation of excess capacity or reduction of reserved capacity. Property Owner may retain spare capacity by making appropriate payment to Trustee as mutually agreed upon between parties within 30 days of the notification. The intent is that Trustee's available plant capacity shall not be unnecessarily reserved thus preventing future allocations to existing or new Members.

Section 3 - Obligations of Trustee to Property Owner

3.1 So long as the Property Owner does not breach or violate the provisions of this Agreement in any manner, the Trustee shall permit the Property Owner to discharge wastewater generated on the Property to the Trustee's treatment facility as herein provided.

3.2 The Trustee shall apply the same rules, regulations, enforcements, assessments, and other such duties of Trustee in a fair and equitable manner to the Property Owner as it does to other members of the Trustee.

Section 4 - Construction and Conveyance of Sewer Facilities and Sewer Flows

4.1 The Property Owner, at its sole cost and expense, agrees to construct, maintain, repair, and replace all sanitary sewer collection system, pretreatment facilities, pumping stations, and force mains as may be requested or required by the Trustee for the Property Owner's facilities. The Trustee shall not accept dedication, conveyance, or repair or maintain the Property Owner's facilities.

4.2 The parties recognize that in order for the Property Owner to discharge their wastewater into the Trustee's treatment facility, the water discharged from the Property Owner's Property must be conveyed through sanitary lines owned by another member of the Trustee. The Property Owner hereby recognizes that the Trustee does not own and/or maintain any of the sewer conveyance lines. The Property Owner hereby represents and warrants that they have obtained or will obtain any and all necessary approvals and/or easements in order to discharge their wastewater through the private conveyance lines of other members in order to reach the treatment facility. The Property Owner shall present copies of said agreements, approvals and/or easements to the Trustee within 10 days of the execution of such agreements, approvals and/or easements. Should those agreements be revoked, lapse, or in any way should the Property Owner lose the ability to transfer effluent through those sanitary lines, the Trustee shall not be responsible and/or liable in any way for the Property Owner's inability to discharge their wastewater into the facility.

4.3 Trustee shall have no responsibility or liability for Property Owner's obligations with private parties agreements for the conveyance of wastewater.

Section 5 - Violations of Agreement and General Terms of Agreement

5.1 In the event Property Owner violates any of the terms or conditions of this Agreement or the Deed of Trust, as amended, the Trustee shall be entitled to any and all of the remedies available to Trustee under the Deed of Trust.

5.2 The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

5.3 The parties agree that this Agreement shall be recorded in the Recorder of Deeds Office of Delaware County, Pennsylvania, and the Property Owner agrees to pay the cost of such recordation.

5.4 This Agreement comprises the entire Agreement relative to the provisions of sanitary sewer service.

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

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION
(a Pennsylvania Nonprofit Corporation)

ATTEST:

Secretary

By: _____

President

ATTEST:

Lindsay M. Saylor

Secretary

By: _____

William Mangan

William Mangan - Property Owner

ATTEST:

Lindsay M. Saylor

Secretary

By: _____

Caroline Mangan

Caroline Mangan - Property Owner

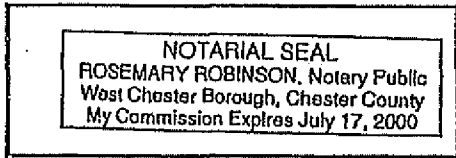
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Commonwealth of Pennsylvania

County of Chester

On this, the 28th day of April, 1998, before me, a Notary Public, the undersigned personally appeared William Mangan and Caroline Mangan who acknowledged themselves to be the Owners of said Property located in Concord Township, Delaware County, Pennsylvania, as recorded in the Office of the Recorder of Deeds, Delaware County Pennsylvania, at Book 2492 page 863, et. al., and that they as such Owners of said Property, freely and willingly executed the foregoing instrument for the purposes therein contained by signing their names.

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



Rosemary Robinson
NOTARY PUBLIC

SEAL

Commonwealth of Pennsylvania

County of _____

On this, the _____ day of _____, 1998, before me, a Notary Public, the undersigned personally appeared Todd Duerr and Robert Jordan who acknowledged themselves to be the President and Secretary respectively of The Springhill Farm Wastewater Treatment Facility Association, a non-profit Pennsylvania Corporation, and that they as such Officers, being authorized to do so, freely and willingly executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

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



NOTARY PUBLIC

SEAL

No. 750-B CORPORATION DEED.

Printed for and Sold by John G. Clark Co., 1328 Walnut St., Phila.

EXHIBIT "A"

This Indenture made the 2nd

day of January in the year of our Lord one thousand nine hundred and seventy-four (1974)

Between

FRITZ VENDING COMPANY, a Pennsylvania Corporation

(hereinafter called the Grantor), of the one part, and

J. WILLIAM/MANGAN and CAROLINE F. /MANGAN, his wife

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

Witnesseth,

That the said Grantor

for and in consideration of the sum of

THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)

lawful

money of the United States of America, unto it well and truly paid by the said Grantee S, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantees, their Heirs

and assigns,

as TENANTS BY THE ENTIRETIES.

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Concord, County of Delaware and State of Pennsylvania and bounded and described according to a Plan of Property to be conveyed to Charles Fritz by Donald T. Gladstone, made by G. E. Register, JR., and Sons, Surveyors and dated August 15, 1969, and revised September 23, 1969, as follows:

BEGINNING at an iron pin on the Southwesterly side of U. S. Route 202 North at a corner of the lands of Mareanna Dupont Silliman; thence extending along Route 202 North on the arc of a circle curving to the right having a radius of nine thousand five hundred seventy one and thirty one one-hundredths feet the arc distance of three hundred seventeen and seventy seven one-hundredths feet to an iron pin at the corner of lands of Donald T. Gladstone; thence leaving the said U. S. Route 202 North and extending along the land of Donald T. Gladstone south sixty nine degrees eighteen minutes fifty seconds West one hundred seventy five and ten one-hundredths feet to an iron pin on the Easterly side of U.S. Route 202 South; thence extending along the side of the same U. S. Route 202 South, North fifteen degrees twenty two minutes West three hundred

ven and ninety one-hundredths feet to an iron pin at the corner of lands of Mareanna Dupont Silliman aforementioned; thence extending along the said lands of Mareanna Dupont Silliman North sixty six degrees forty seven minutes East one hundred six and fifty eight one-hundredths feet to the first mentioned point and place of beginning.

CONTAINING 1.005 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Concord, Delaware County, State of Pennsylvania, bounded and described as follows:

BEGINNING at a point set for a Northwesterly corner of this about to be described tract and a Southwesterly corner of Lot #1 owned by Fritz Vending Co., Inc., said point of beginning being set on the Easterly side of U. S. Route 202, one way South, fifty feet wide; thence leaving the Easterly side of said U. S. Route 202 and by land of the said Fritz Vending Co., Inc. North sixty nine degrees eighteen minutes fifty seconds East one hundred seventy five and ten one-hundredths feet to an iron pin set for a Northeasterly corner of this and set on the Westerly side of U.S. Route 202, one way North; thence by the said Westerly side of U.S. Route 202 the following two courses and distances: (1) by a curved line curving to the left having a radius of nine thousand five hundred seventy one and thirty one one-hundredths feet and an arc length of one hundred eighty nine and thirty two one-hundredths feet to a point; (2) South twenty nine degrees fifty seven minutes East forty feet to a point set for a Southeasterly corner of this and a Northeasterly corner of LOT #3; thence by said Lot 3, South sixty nine degrees eighteen minutes fifty seconds West two hundred thirty one and twenty one-hundredths feet to a point set on the Easterly side of said U. S. Route 202, one way South, fifty feet wide; thence by the said Easterly side of said U. S. Route 202 the following two courses and distances: (1) by a curved line curving to the right a radius of two thousand two hundred twenty eight and twenty one one-hundredths feet and an arc length of twenty three and sixty three one-hundredths feet to a point; (2) North fifteen degrees twenty two minutes West two hundred three and ninety five one-hundredths feet to a point, being the place of beginning.

CONTAINING 1.055 acres of land be the same more or less.

BEING as to Premises "A" the same premises which Charles T. Fritz and Bettie S., his wife, by Indenture bearing date the 31st day of September A.D., 1969 and recorded the 6th day of April A.D., 1970 in the Office of the Recorder of Deeds &c., in and for the County of Delaware aforesaid in Deed Book No. 2366 page 1125, granted and conveyed unto Fritz Vending Company (erroneously mentioned therein as Fritz Vending Company, Inc.) in fee.

BEING As to Premises "B" the same premises which Donald T. Gladstone, s/m by Indenture bearing date the 7th day of January A.D., 1971 and recorded the 12th day of January A.D., 1971 in the Office of the Recorder of Deeds &c., in and for the County of Delaware aforesaid in Deed Book No. 2389 page 1136 granted and conveyed unto Fritz Vending Company, in fee.

Commonwealth of Pennsylvania

County of Philadelphia

On this, the 2nd day of January, 1974, before me, a notary public for the Commonwealth of Pennsylvania the undersigned officer, personally appeared Charles T. Fritz, Jr. who acknowledged himself (himself) to be the President of FRITZ VENDING COMPANY (Pa. Corp.) a corporation, and that he as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (himself) as President

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

MARTIN L KAPLIN
 Notary Public, Philadelphia, Philadelphia Co.
 My Commission Expires July 3, 1976

Martin L. Kaplin



INDUSTRIAL VALLEY TITLE
 INSURANCE COMPANY

IV 159747-A

DEED 710

H 31/10

FRITZ VENDING COMPANY, Pa. Corp.

TO
 WILLIAM/MANGAN, etux

PREMISES: "A" & "B" CONCORD
 PIKE, CONCORD TWP., DELAWARE
 COUNTY, PENNSYLVANIA

750-S John C. Clark Co., Phila 11-72

Return To
 INDUSTRIAL VALLEY TITLE
 INSURANCE COMPANY
 1700 MARKET ST.
 PHILA., PENNA. 19103

RECORDED in the Office for Recording of Deeds in and for
 Del. Co., Pa., in Deed
 Book No. 2492 Page 863
 Witness my hand and seal of office this Ninth
 day of January Anno Domini 19 74

Henry F. J. Teti,
 Recorder of Deeds
William DeLoren
 Deputy

The address of the above-named Grantee
 is 901 Shadeland Ave.
Drexel Hill Pa 19026.
 On behalf of the Grantee
Alastair Jones, Esq.

UNDER AND SUBJECT to certain rights as of record.

Together with all and singular the buildings, _____
Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges,
Hereditaments and Appurtenances, whatsoever therounto belonging, or in any wise appertaining, and
the Reversions and Remainders, Rents, Issues, and Profits thereof; and all the Estate, Right, Title,
Interest, Property, Claim and Demand whatsoever of it, the said Grantor _____
in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground with the
buildings and improvements thereon erected, _____
Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurte-
nances, _____ unto the said Grantees, their Heirs _____
and Assigns, to and for the only proper use and behoof of the said Grantees, their Heirs
and Assigns, forever., AS TENANTS BY THE ENTIRETIES.

UNDER AND SUBJECT as aforesaid.

And the said Grantor, for itself, its Successors _____
_____ do thby
these presents, covenant, grant and agree, to and with the said Grantees, their Heirs _____
and Assigns, that it the said Grantor, _____

_____ all and singular the _____
Hereditaments and Premises herein above described and granted, or mentioned and intended so to be,
with the Appurtenances, unto the said Grantees, their Heirs _____
_____ and Assigns,
against it the said Grantor, _____ and against all and every
Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from
or under it _____ or any of them, _____
shall and will subject as aforesaid, _____ WARRANT and forever DEFEND.

In Witness Whereof the said party of the first part has hereunto set
its common or corporate seal, duly attested by its proper officers,
dated this day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF 4/9/74
C.S. -

FRITZ VENDING COMPANY

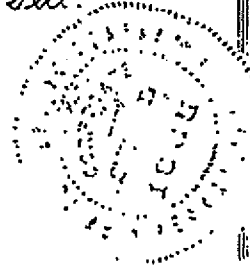
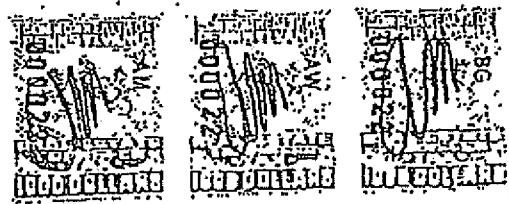
BY: Carl T. Ruff Jr.

Pres.

Transfer Tax in the amount of
3,000 - has been paid of _____
of Concord
3,000

ATTEST: Debra J. Fritz

Sec.



CERTIFICATE OF MEMBERSHIP

Issued by:

SPRINGHILL FARM WASTEWATER TREATMENT
FACILITY ASSOCIATION

A Non-Profit Pennsylvania Corporation

Issued To:

WILLIAM J. MANGAN AND CAROLINE F. MANGAN


Property Owner

This Certificate is issued in accordance with Article 10 of the Springhill Farm Wastewater Treatment Facility Association's Bylaws. It hereby grants William J. Mangan and Caroline F. Mangan as record owners of the real property described below, all rights, privileges, and benefits, together with all duties, responsibilities, and obligations of membership in the Association.

This Certificate assigns membership to the property located on U.S. Route 202, Concord Township, Delaware County, Pennsylvania, as described in the Deed recorded at Book 2492, Page 863, Office of Recorder of Deeds, Delaware County, Pennsylvania.

Issued this 17th day of September, 1997.


President


Secretary

Corporate
Seal