

for the installation of screen planting as well as an easement over, under and along the Southeasterly ten feet of said premises for the installation and maintenance of utilities.

IN WITNESS WHEREOF, The said Collins Realty Company, hath caused its name by F. A. Collins, its President to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

Sealed and delivered in the presence of:

Ruth R. Martin

COLLINS REALTY COMPANY INCORPORATED 1947 DELAWARE

STATE OF DELAWARE NEW CASTLE COUNTY

COLLINS REALTY COMPANY

By: F. A. Collins President

Attest: Margaret Single Secretary

U.S.I.R. Stamps \$10.45 Cancelled

SS:

BE IT REMEMBERED, That on this 16th day of September, in the year of our LORD, one thousand nine hundred and forty-nine, personally came before me, the Subscriber, a Notary Public for the State of Delaware, F. A. Collins, President of Collins Realty Company, a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

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

RUTH R. MARTIN NOTARY PUBLIC APPOINTED JULY 11, 1949 TERM TWO YEARS DELAWARE

Ruth R. Martin Notary Public

Received for record - September 16, 1949

Burton S. Neal, Recorder

Clifford Mullin

THIS DEED, Made this Sixteenth day of September, in the year of our LORD, one thousand nine hundred and forty-nine,

BETWEEN, Sheehan Bros., Inc., a corporation of the State of Delaware, party of the first part, and Ephraim Pine and Emma Pine, his wife, of the City of Wilmington, County of New Castle and State of Delaware, parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten (\$10.) Dollars lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said parties of the second part, their Heirs and Assigns, as tenants by the entireties,

ALL That certain lot, piece or parcel of land with the buildings thereon erected, situate in Brandywine Hundred, New Castle County and State of Delaware, being a portion of the area designated as "Commercial" as shown on a revised plan of a portion of Deerhurst, dated December 4, 1942, and of record in the Office for the Recording of Deeds, in and for New Castle County aforesaid, in Plat Record 1, page 27, as revised by a Plat recorded in Plat Record 1, page 30, and more particularly bounded and described in accordance with a recent survey made by Damon and Foster, Civil Engineers and Surveyors, of Sharon Hill, Pennsylvania, dated October 5, 1946, as follows, to-wit:

BEGINNING at a point on the Easterly side of Concord Pike, at seventy feet wide, said point being located by the following three courses and distances from the intersection of the Easterly side of Concord Pike, at its old width of sixty feet, with the Southerly side of New or Murphy Road, at its old width of forty-six feet and five-tenths of a foot; (1) South two degrees, four minutes, forty-five seconds East along the said Easterly side of Concord Pike, at sixty feet wide, one hundred fifty feet to a point in line with the extension of the North side of a five feet wide public walk as shown on the aforesaid Plats of Deerhurst; (2) thence North seventy-four degrees, twenty-five minutes, fifteen seconds East along the extension of the North side of said public walk ten feet and twenty-eight one-hundredths of a foot to a point in the Easterly side of Concord Pike, at its new width of seventy feet; (3) thence South two degrees, four minutes, forty-five seconds East along the said Easterly side of Concord Pike, at seventy feet wide, eleven feet and sixty one-hundredths of a foot to the point and place of Beginning, said point also being in the Northerly side of a nine feet wide common driveway (said nine feet wide common driveway being more particularly hereinafter described); thence from said point of Beginning continuing along the said Easterly side of Concord Pike, at seventy feet wide, and passing along the end of said nine feet wide common driveway and along the Westerly side of a twenty-seven feet wide common parking and driveway area (said common parking and driveway area being more particularly hereinafter described) South two degrees, four minutes, forty-five seconds East, twenty-nine feet to a point; thence North eighty-seven degrees, fifty-five minutes, fifteen seconds East, crossing said common parking and driveway area and passing through the center of the party wall between the building erected on this lot, and the building erected on the lot adjoining on the South, and also crossing the aforesaid common driveway (said common driveway being twenty-seven feet wide at this point) one hundred ten feet to a point in the Easterly side of said common driveway; thence North two degrees, four minutes, forty-five seconds West along the said Easterly side of said common driveway twenty-nine feet to a point in the said Northerly side of said common driveway; thence South eighty-seven degrees, fifty-five minutes, fifteen seconds West, and passing along the said Northerly side of said common driveway, one hundred ten feet to the point and place of Beginning. Be the contents thereof what they may.

TOGETHER with the free and uninterrupted right, use and privilege forever in common with Concord Development Company, its successors and assigns, of the hereinafter described twenty-seven feet wide Common Parking and Driveway

Area, for parking and driveway purposes. Subject, however, to a proportionate share of the expense of keeping said area in good order and repair, said twenty-seven feet wide Common Parking and Driveway Area being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Concord Pike, at seventy feet wide, said point being located by the following three courses and distances, from the intersection of the Easterly side of Concord Pike, at its old width of sixty feet, with the Southerly side of New or Murphy Road, at its old width of forty-six feet and five-tenths of a foot: (1) South two degrees four minutes, forty-five seconds East along the said Easterly side of Concord Pike, at sixty feet wide, one hundred fifty feet to a point in line with the extension of the North side of a five feet wide public walk as shown on the aforesaid Plots of Deerhurst; (2) thence North seventy-four degrees, twenty-five minutes, fifteen seconds East, along the extension of the North side of said public walk, ten feet and twenty-eight one-hundredths of a foot to a point in the Easterly side of Concord Pike, at its new width of seventy feet; (3) thence South two degrees, four minutes, forty-five seconds East along the said Easterly side of Concord Pike, at seventy feet wide, twenty feet and sixty one-hundredths of a foot to the point and place of Beginning; thence from said point of Beginning and passing along the Southerly side of the hereinafter described common driveway, at nine feet wide, North eighty-seven degrees, fifty-five minutes, fifteen seconds East twenty-seven feet to a point; thence South two degrees, four minutes, forty-five seconds East and parallel with the Easterly side of the Concord Pike, at seventy feet wide, sixty-three feet to a point; thence South eighty-seven degrees, fifty-five minutes, fifteen seconds West, twenty-seven feet to a point in the said Easterly side of the Concord Pike, at seventy feet wide, and thence thereby North two degrees, four minutes, forty-five seconds West, sixty-three feet to the point and place of Beginning. Be the contents thereof what they may.

RESERVING, however, unto Concord Development Company, its successors and assigns the free and uninterrupted right, use and privilege in common with others entitled thereto, forever, for parking and driveway purposes of the whole of the hereinabove described common parking and driveway area. Subject, however, to a proportionate share of the expense of keeping said area in good order and repair.

ALSO TOGETHER with the free and uninterrupted right, use and privileges forever, in common with Concord Development Company, its successors and assigns, of the hereinafter described common driveway for driveway purposes. Subject, however, to a proportionate share of the expense of keeping said common driveway in good order and repair. Said common driveway being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Concord Pike, at seventy feet wide, said point being located by the following three courses and distances, from the intersection of the Easterly side of Concord Pike, at its old width of sixty feet with the Southerly side of New or Murphy Road, at its old width of forty-six feet and five-tenths of a foot; (1) South two degrees, four minutes, forty-five seconds East, along the said Easterly side of Concord Pike, at sixty

feet wide, one hundred fifty feet to a point in line with the extension of the North side of a five feet wide public walk as shown on the aforesaid Plots of Leemurst; (4) thence North seventy-four degrees, twenty-five minutes, fifteen seconds East along the extension of the North side of said public walk ten feet and twenty-eight one-hundredths of a foot to a point in the Easterly side of Concord Pike, at its new width of seventy feet; (5) thence South two degrees, four minutes, forty-five seconds East along the said Easterly side of the Concord Pike, at seventy feet wide, eleven feet and sixty one-hundredths of a foot to a point in the Northerly side of the herein described common driveway; thence North eighty-seven degrees, fifty-five minutes, fifteen seconds East, one hundred ten feet to a point; thence South two degrees, four minutes, forty-five seconds East seventy-two feet to a point; thence South eighty-seven degrees, fifty-five minutes, fifteen seconds West, twenty-seven feet to a point; thence North two degrees, four minutes, forty-five seconds West, sixty-three feet to a point; thence South eighty-seven degrees, fifty-five minutes, fifteen seconds East, eighty-three feet to a point in the said Easterly side of the Concord Pike, at seventy feet wide, and thence thereby North two degrees, four minutes, forty-five seconds West, nine feet to the point and place of Beginning. Be the contents thereof what they may.

ALSO RESERVING, however, unto Concord Development Company, its successors and assigns, the free and uninterrupted right, use and privilege in common with others entitled thereto, forever, for driveway purposes, of the whole of the hereinabove described common driveway. Subject, however, to a proportionate share of the expense of keeping said common driveway in good order and repair.

HAVING the same lands and premises which James R. Coverdale and Bertie Mae Coverdale, his wife, by Deed dated the Eighth day of July, A.D. 1948, and recorded in the Office for the Recording of Deeds, in and for New Castle County in Deed Record C, Volume 48, Page 887, did grant and convey unto Sheehan Bros., Inc., a corporation of the State of Delaware.

SUBJECT, however, to certain conditions, reservations, easements, restrictions and covenants as contained and more fully set forth in an Indenture of Concord Development Company, a corporation of the State of Delaware, to Ruth N. Martin, single woman, dated the Ninth day of September, A.D. 1943, and of record in the Office for the Recording of Deeds, aforesaid, in Deed Record Z, Volume 43, page 136.

IN WITNESS WHEREOF, The said Sheehan Bros., Inc., a corporation of the State of Delaware, hath caused its name by John J. Sheehan, its President to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

Sealed and delivered in the presence of:

D. L. Hermann

SHEEHAN BROS., INC.

By: John J. Sheehan, Pres.
President

Attest: Margaret D. Sheehan
Secretary

e SHEEHAN BROS., INC. e
 e INCORPORATED - 1948 e
 e DELAWARE e
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