DNREC SUBAQUEOUS LANDS PERMIT APPLICATION: HARMONY SUBSTATION CULVERT REPLACEMENT PROJECT

DELMARVA POWER
401 EAGLE RUN RD
NEWARK, DE 19714

Delmarva Power
401 Eagle Run Rd
Newark, DE 19714

Table of Contents

Attachments:

Delmarva Power
401 Eagle Run Rd
Newark, DE 19714

Cover Letter

October 23, 2025

Richardson and Robbins Building
89 Kings Highway
Dover, DE 19901

RE: Subaqueous Lands Permit Application
Delmarva Power and Light Company
Harmony Substation Culvert Replacement Project
New Castle County, Delaware

To Whom it May Concern,

Delmarva Power & Light Company (DPL) is proposing the replacement of an existing 40" corrugated metal pile (CMP) culvert measuring approximately 41 feet in length with a new 33" concrete pipe culvert measuring 41 feet in length under an access road to Harmony Substation in New Castle County, Delaware (Project). The Project area is approximately 1,261 square feet (0.03 acres).

Work for the project will include the removal of the existing culvert and the installation of a new culvert under an access road to the substation, located off of Harmony Road, approximately 0.15 miles northwest of its intersection with Ruthar Drive. The Project proposes 458 square feet (72 linear feet) of temporary impacts to an intermittent stream for the replacement of the culvert. The new culvert will maintain the same flow as the existing culvert. The construction timeline will adhere to any relevant time-of-year restrictions.

DPL is requesting a DNREC Subaqueous Lands Permit for the replacement of the existing culvert. This submittal includes a Permit application form and supplemental information: Adjacent Properties List, Project Plans, Project Location Map, and Property Deed. The project is separately applying for authorization from USACE under NWP-3.

Please review and contact me at 410-980-6103 or omstelzig@mccormicktaylor.com or Sean Francis at 804-651-9510 or Sean.francis@exeloncorp.com if you need any additional information. We thank you for your consideration.

Sincerely,

Owen Stelzig,
Environmental Scientist
McCormick Taylor, Inc.

Delmarva Power
401 Eagle Run Rd
Newark, DE 19714

Application Form

WETLANDS AND SUBAQUEOUS LANDS SECTION PERMIT APPLICATION FORM

For Subaqueous Lands, Wetlands, Marina and 401 Water Quality Certification Projects

State of Delaware
Department of Natural Resources and Environmental Control
Division of Water

Wetlands and Subaqueous Lands Section

APPLICATION FOR APPROVAL OF
SUBAQUEOUS LANDS, WETLANDS, MARINA
AND WATER QUALITY CERTIFICATION PROJECTS

Last Revised on: March 28, 2017

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

Application Instructions:

1. Complete each section of this basic application and appropriate appendices as thoroughly and accurately as possible. Incomplete or inaccurate applications will be returned.

2. All applications must be accompanied by a scaled plan view and cross-section view plans that show the location and design details for the proposed project. Full construction plans must be submitted for major projects.

3. All applications must have an original signature page and proof of ownership or permitted land use agreement.

4. Submit an original and two (2) additional copies of the application (total of 3) with the appropriate application fee and public notice fee* (prepared in separate checks) to:

Department of Natural Resources and Environmental Control
Wetlands and Subaqueous Lands Section
89 Kings Highway
Dover, Delaware 19901

*Application and public notice fees are non-refundable regardless of the Permit decision or application status.

5. No construction may begin at the project site before written approval has been received from this office.

Helpful Information:

1. Tax Parcel Information:	New Castle County	(302) 395-5400
	Kent County	(302) 736-2010
	Sussex County	(302) 855-7878
2. Recorder of Deeds:	New Castle County	(302) 571-7550
	Kent County	(302) 744-2314
	Sussex County	(302) 855-7785

3. A separate application and/or approval may be required through the Army Corps of Engineers. Applicants are strongly encouraged to contact the Corps for a determination of their permitting requirements. For more information, contact the Philadelphia District Regulator of the Day at (215) 656-6728 or visit their website at: http://www.nap.usace.army.mil/Missions/Regulatory.aspx.

4. For questions about this application or the Wetlands and Subaqueous Lands Section, contact us at (302) 739-9943 or visit our website at:
http://www.dnrec.delaware.gov/wr/Services/Pages/WetlandsAndSubaqueousLands.aspx.
Office hours are Monday through Friday 8:00 AM to 4:30 PM, except on State Holidays.

APPLICANT'S REVIEW BEFORE MAILING

DID YOU COMPLETE THE FOLLOWING?

_____ Yes BASIC APPLICATION

_____ Yes SIGNATURE PAGE (Page 3)

_____ Yes APPLICABLE APPENDICES

_____ Yes SCALED PLAN VIEW

_____ Yes SCALED CROSS-SECTION OR ELEVATION VIEW PLANS

_____ Yes VICINITY MAP

_____ Yes COPY OF THE PROPERTY DEED & SURVEY

_____ Yes THREE (3) COMPLETE COPIES OF THE APPLICATION PACKET

_____ Yes APPROPRIATE APPLICATION FEE & PUBLIC NOTICE FEE
(Separate checks made payable to the State of Delaware)

Submit 3 complete copies of the application packet to:

Department of Natural Resources and Environmental Control
Wetlands and Subaqueous Lands Section
89 Kings Highway
Dover, Delaware 19901

Before signing and mailing your application packet, please read the following:

The Department requests that the contractor or party who will perform the construction of your proposed project, if other than the applicant, sign the application signature page along with the applicant in the spaces provided. When the application is signed by the contractor as well as the applicant, the Department will issue the Permit to both parties. For Leases, the contractor will receive a separate construction authorization that will make them subject to all of the terms and conditions of the Lease relating to the construction

Section 1: Applicant Identification

1. Applicant's Name: Sean Francis
Mailing Address: P.O. Box 9239, Mailstop 79NC62
Newark, DE 19714
Telephone #: 804-651-9510
Fax #:
E-mail: Sean.francis@exeloncorp.com

2. Consultant's Name: Owen Stelzig
Mailing Address: 1501 S. Clinton Street, Suite 1150,
Baltimore, MD 21224
Company Name: McCormick Taylor
Telephone #: 410-980-6103
Fax #:
E-mail: omstelzig@mccormicktaylor.com

3. Contractor's Name:
Mailing Address:
Company Name:
Telephone #:
Fax #:
E-mail:

Section 2: Project Description

4. Check those that apply:
☐ New Project/addition to existing project? X Repair/Replace existing structure? (If checked, must answer #16)

5. Project Purpose (attach additional sheets as necessary):
The project proposes to replace an existing 40" Corrugated Metal Pipe (CMP) culvert with a new 33" Concrete pipe culvert as a part of the road over the culvert being repaved to provide more reliable access to the substation.

6. Check each Appendix that is enclosed with this application:

	A. Boat Docking Facilities		G. Bulkheads		N. Preliminary Marina Checklist
	B. Boat Ramps		H. Fill		O. Marinas
	C. Road Crossings		I. Rip-Rap Sills and Revetments		P. Stormwater Management
	D. Channel Modifications/Dams		J. Vegetative Stabilization		Q. Ponds and Impoundments
	E. Utility Crossings		K. Jetties, Groins, Breakwaters		R. Maintenance Dredging
	F. Intake or Outfall Structures		M. Activities in State Wetlands		S. New Dredging

Section 3: Project Location

7. Project Site Address: 601 Harmony Road,
Newark, DE 19713
County: X N.C. ☐ Kent ☐ Sussex
Site owner name (if different from applicant):
Address of site owner:

8. Driving Directions: From I-95, take exit 3-B to DE-273 W/Christiana Road. Continue north for approximately 1.5 miles. The access road to the substation is on the west/left side of Harmony Road, just north of its intersection with Ruthar Drive.
(Attach a vicinity map identifying road names and the project location)

9. Tax Parcel ID Number: 0901600015 Subdivision Name: N/A

WSLS Use Only: **Permit #s:** _____ _____ _____ _____

Type **SP** ☐ **SL** ☐ **SU** ☐ **WE** ☐ **WQ** ☐ **LA** ☐ **SA** ☐ **MP** ☐ **WA** ☐

Corps Permit: SPGP 18 ☐ **20** ☐ **Nationwide Permit #:** _____ **Individual Permit #**_____
Received Date: _____ **Project Scientist:** _____
Fee Received? Yes ☐ **No** ☐ **Amt: $**_____ **Receipt #:** _____
Public Notice #: _____ **Public Notice Dates: ON** _____ **OFF** _____

Section 3: Project Location (Continued)

10. Name of waterbody at Project Location: Unnamed tributary waterbody is a tributary to: White Clay Creek

11. Is the waterbody: ☐ Tidal X Non-tidal Waterbody width at mean low or ordinary high water 4-8 ft

12. Is the project: ☐ On public subaqueous lands? X On private subaqueous lands?*
☐ In State-regulated wetlands? ☐ In Federally-regulated wetlands?

*If the project is on private subaqueous lands, provide the name of the subaqueous lands owner:
Delmarva Power & Light Co. - Project Owner
(Written permission from the private subaqueous lands owner must be included with this application)

13. Present Zoning: ☐ Agricultural ☐ Residential ☐ Commercial X Industrial ☐ Other

Section 4: Miscellaneous

14. A. List the names and complete mailing addresses of the immediately adjoining property owners on all sides of the project (attach additional sheets as necessary):
See attached.

B. For wetlands and marina projects, list the names and complete mailing addresses of property owners within a 1,000 foot radius of the project (attach additional sheets as necessary):
N/A

15. Provide the names of DNREC and/or Army Corps of Engineers representatives whom you have discussed the project with:
N/A

A. Have you had a State Jurisdictional Determination performed on the property? ☐ Yes X No
B. Has the project been reviewed in a monthly Joint Permit Processing Meeting? ☐ Yes X No
*If yes, what was the date of the meeting? _____

16. Are there existing structures or fill at the project site in subaqueous lands? X Yes ☐ No
*If yes, provide the permit and/or lease number(s):
Existing culvert crossing placed between 1958 and 1960.

*If no, were structures and/or fill in place prior to 1969? X Yes ☐ No

17. Have you applied for or obtained a Federal permit from the Army Corps of Engineers?
☐ No X Pending ☐ Issued ☐ Denied Date: _____

Type of Permit: NWP-3 Federal Permit or ID #: _____

18. Have you applied for permits from other Sections within DNREC?
X No ☐ Pending ☐ Issued ☐ Denied Date: _____ Permit or ID #: _____

Type of permit (circle all that apply): Septic Well NPDES Storm Water

Other: _____

Section 5: Signature Page

19. Agent Authorization:

If you choose to complete this section, all future correspondence to the Department may be signed by the duly authorized agent. In addition, the agent will become the primary point of contact for all correspondence from the Department.

I do not wish to authorize an agent to act on my behalf ☐

I wish to authorize an agent as indicated below ☐

I, Sean Francis, hereby designate and authorize Owen Stelzig
(Name of Applicant) (Name of Agent)
to act on my behalf in the processing of this application and to furnish any additional information requested by the Department.

Authorized Agent's Name: Owen Stelzig
Mailing Address: 1501 S Clinton Street, Suite 1150, Baltimore, MD 21224
Telephone #: 410-980-6103
Fax #:
E-mail: omstelzig@mccormicktaylor.com

20. Agent's Signature:

I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application.

Owen Stelzig 10/31/2025
Agent's Signature Date

21. Applicant's Signature:

I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge and that I am required to inform the Department of any changes or updates to the information provided in this application. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application. I grant permission to authorized Department representatives to enter upon the premises for inspection purposes during working hours.

Sean Francis 10/31/2025
Applicant's Signature Date

Sean Francis
Print Name

22. Contractor's Signature:

I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge, and that I am required to inform the Department of any changes or updates to the information provided in this application. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application.

Contractor's Name Date

Print Name

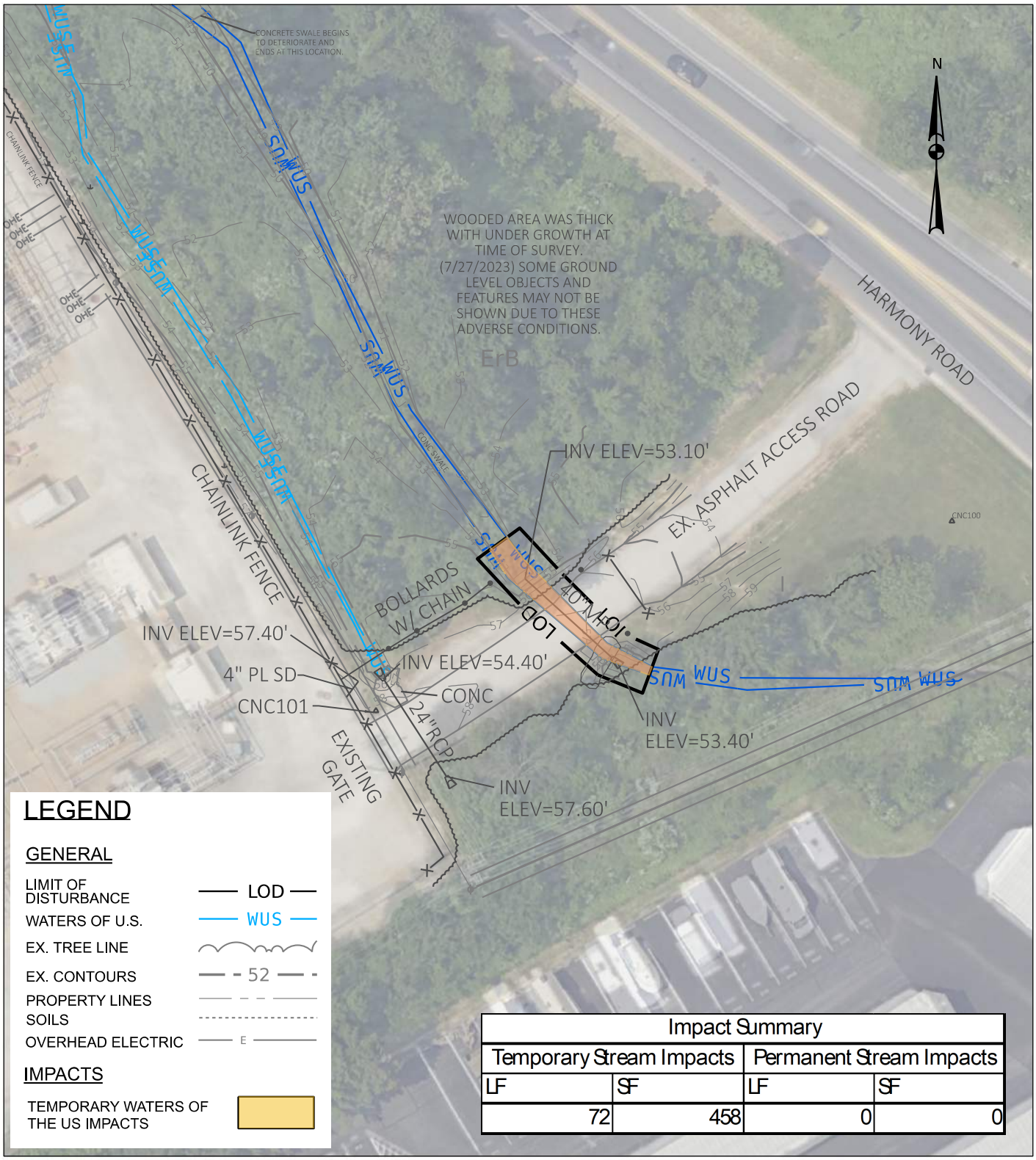
Delmarva Power
401 Eagle Run Rd
Newark, DE 19714

Attachment 1 – Adjacent Properties List

Owner Name:	Property Address:	Owner Address	Parcel #
B & O RR CO	0 Ruthar Drive, Newark DE 19711	JACKSONVILLE, FL 32202	**901600014**
DELMARVA POWER & LIGHT CO	0 Ruthar Drive, Newark DE 19711	NASHVILLE, TN 37203	**901600018**
HARFLEX LLC	201 RUTHAR DR NEWARK, DE 19711	BOULEVARD	**901600028**
FSMJ ASSOCIATES L L C	NEWARK, DE 19711	NEWARK, DE 19711	**901700050**
STORAGE PORTFOLIO I LLC	121 RUTHAR DR NEWARK, DE 19711	S 2300 E	**901700011**

Delmarva Power
401 Eagle Run Rd
Newark, DE 19714

Attachment 2 – Project Plans



Impact Summary			
Temporary Stream Impacts		Permanent Stream Impacts	
LF	SF	LF	SF
72	458	0	0

IMPACT PLATES

SUMMARY OF IMPACTS

PERMANENT
- WATERS OF THE US: -
- NON-TIDAL WETLAND: -
- WETLAND BUFFER: -

TEMPORARY
- WATERS OF THE US: 458 SF (72 LF)
- NON-TIDAL WETLAND: -
- WETLAND BUFFER: -

PLAN VIEW

0 50 100

SCALE: 1"=50'

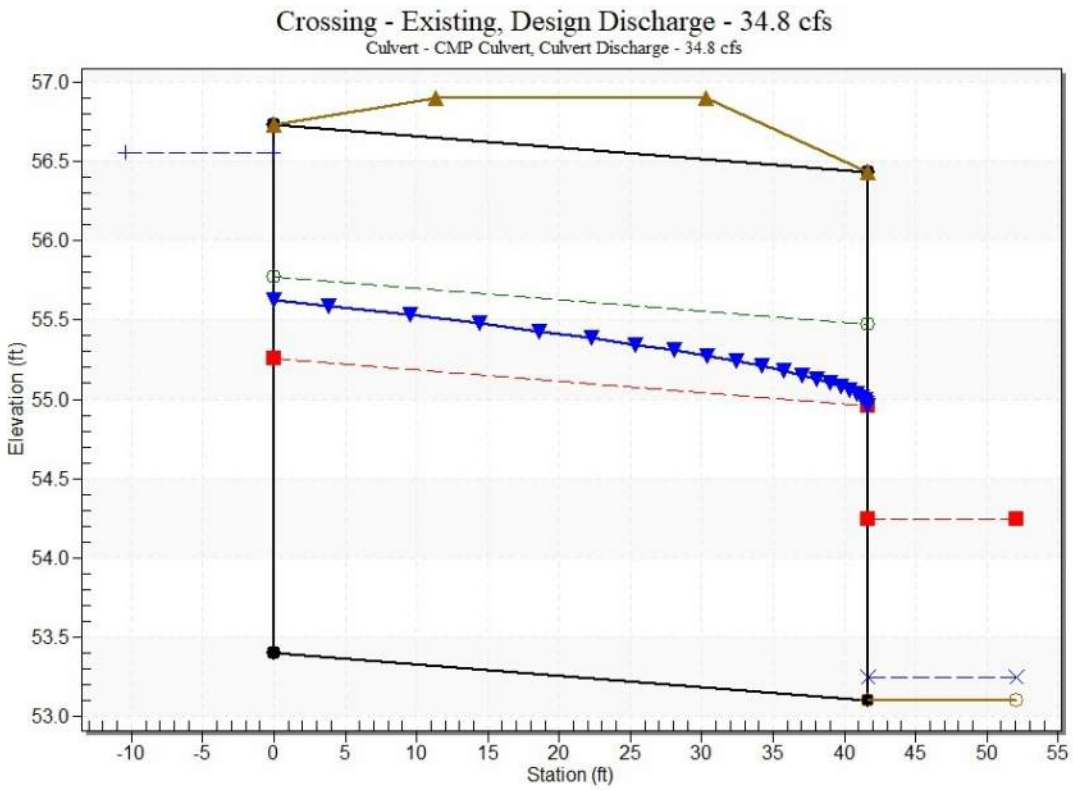
HARMONY SUBSTATION
CULVERT REPLACEMENT PROJECT

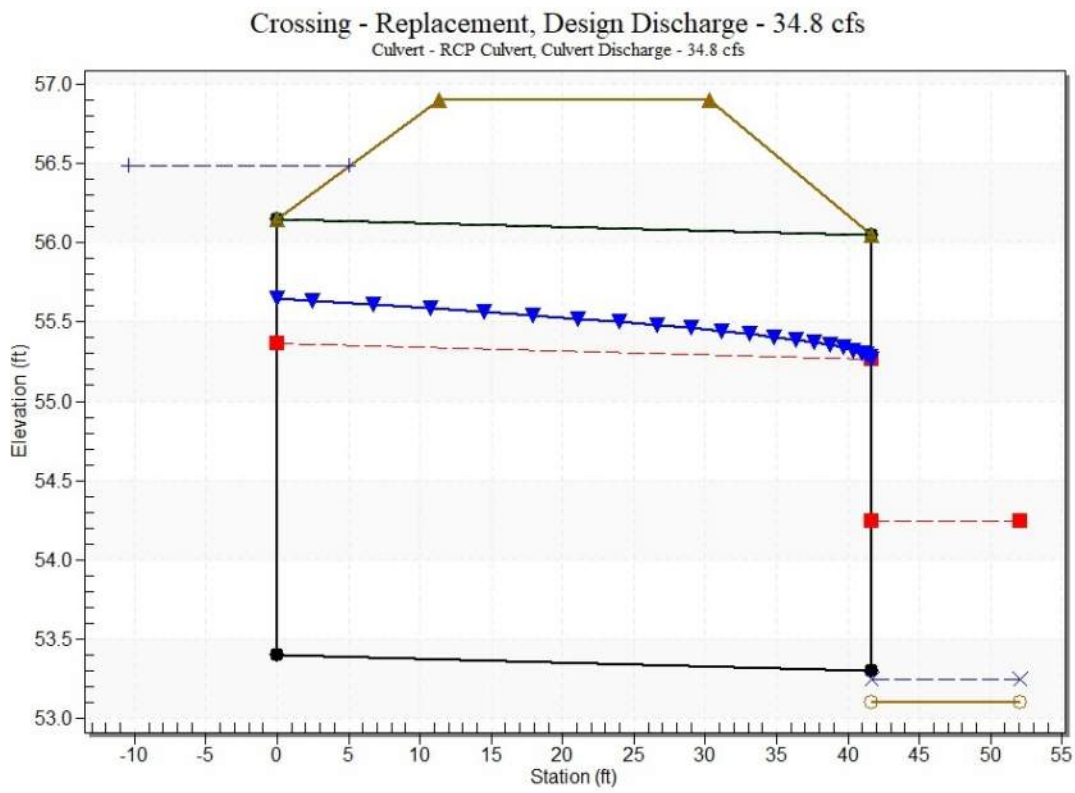
COUNTY: NEW CASTLE
STATE: DELAWARE

DATE: 08/22/2025

DESIGNED: OMS
DRAWN: OMS
CHECKED: WRC

SHEET 1 OF 2
REVISION:





IMPACT PLATES

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SCALE: 1"=50'

HARMONY SUBSTATION
CULVERT REPLACEMENT PROJECT

COUNTY: NEW CASTLE
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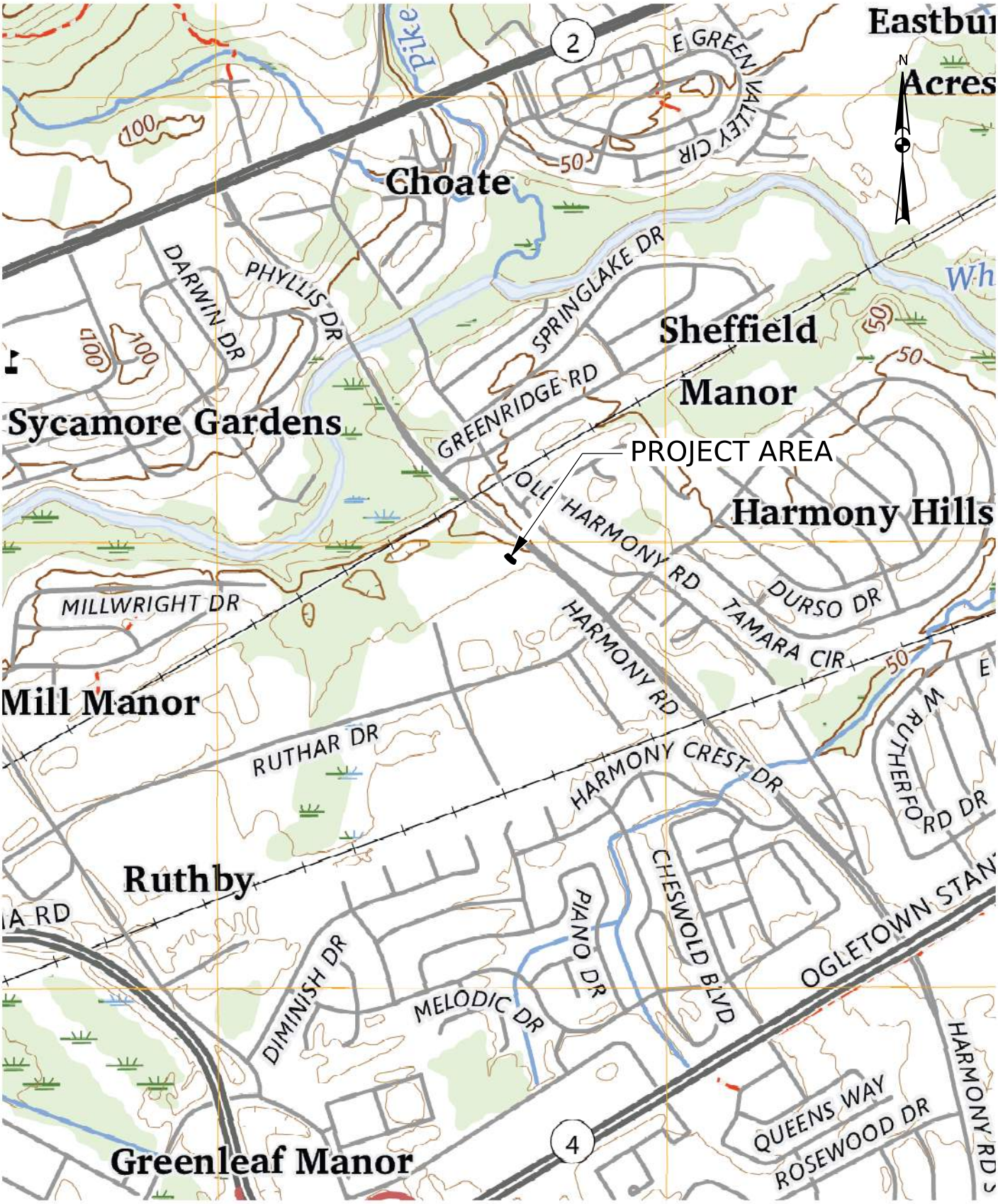
DATE: 08/22/2025

DESIGNED: OMS
DRAWN: OMS
CHECKED: WRC

SHEET 2 OF 2
REVISION:

Delmarva Power
401 Eagle Run Rd
Newark, DE 19714

Attachment 3 – Project Location Map



PROJECT LOCATION MAP

PLAN VIEW

0 1000 2000

SCALE: 1"=1000'

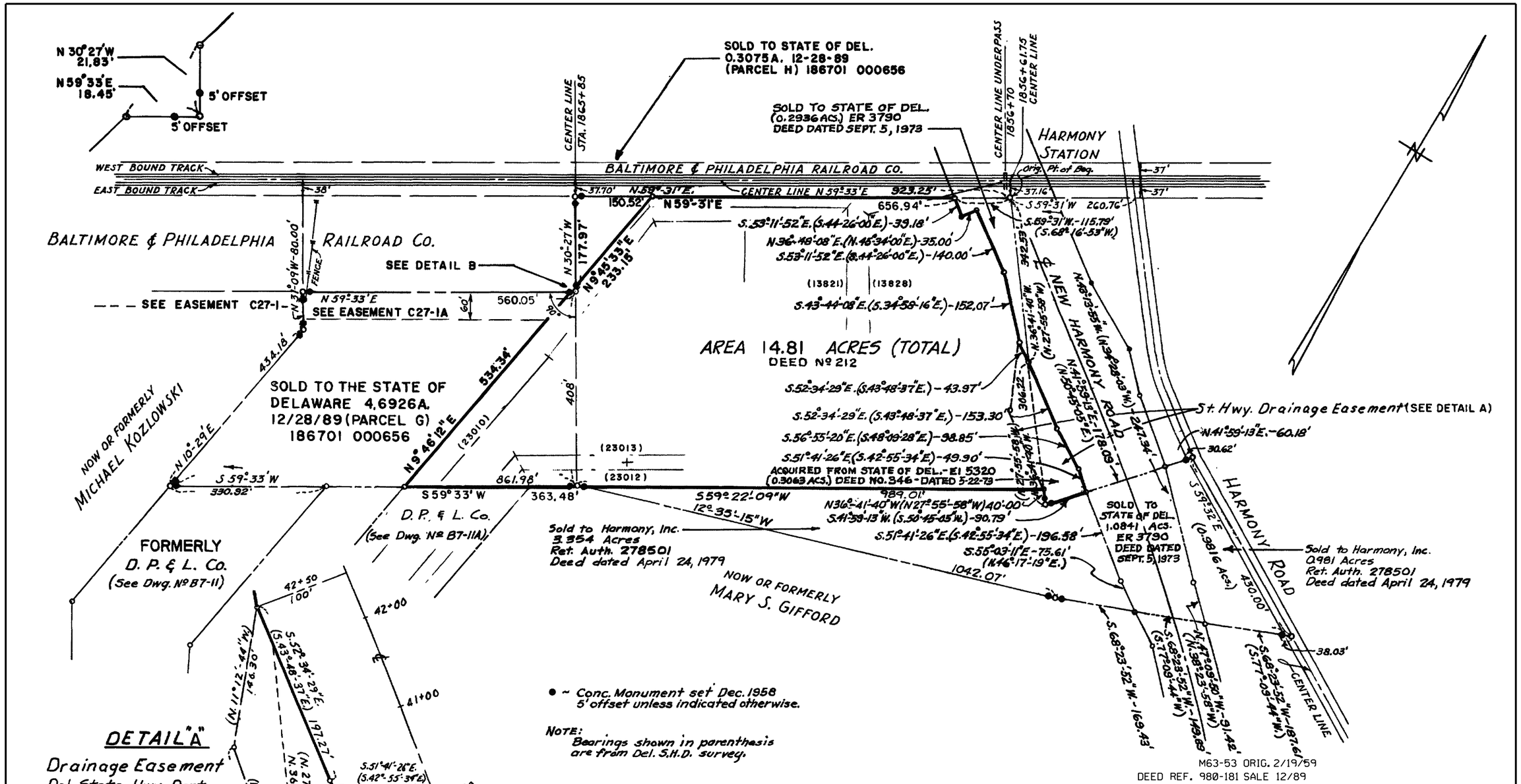
SOURCE: USGS QUAD MAP: NEWARK EAST

HARMONY SUBSTATION
CULVERT REPLACEMENT PROJECT

COUNTY: NEW CASTLE DATE: 08/25/2025
STATE: DELAWARE

Delmarva Power
401 Eagle Run Rd
Newark, DE 19714

Attachment 4 – Property Deed



M63-53 ORIG. 2/19/59
DEED REF. 980-181 SALE 12/89

DATE	REVISION	BY	CHK.	APPR.
9/99	GENERAL	CJB	GSH	
7/90	PORTION SOLD TO STATE	JFB	GAZ	JJW
7/83	REVISED ACCT. NOS.	CHS	TAB	HCL
11/79	2 PARCELS SOLD TO HARMONY INC.	JYP	JMW	HCL
3/79	DRAINAGE EASEMENT GRANTED TO STATE HWY.	SJT	JMW	JRS
3/75	CO. PARCEL NO. & ACCT. NO. ADDED	GRJ	TLW	ERT
3/74	PROP. SOLD/ACQUIRED ON NEW HARMONY RD R/W	JMW	TLW	RJF

DELMARVA POWER & LIGHT CO.

HARMONY SUBSTATION

PROPERTY ACQUIRED FROM
HARVEY L. JORDIN

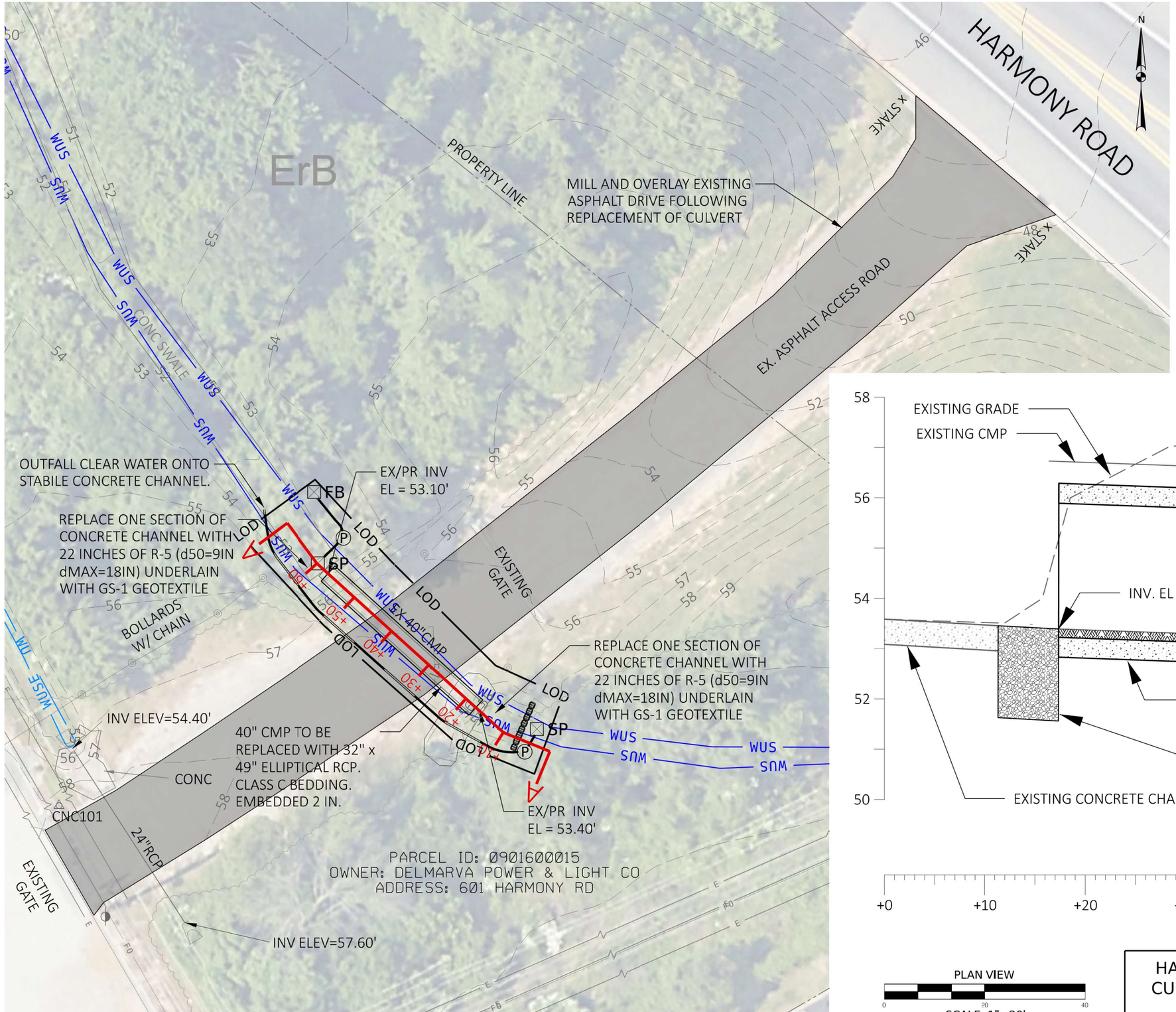
WHITE CLAY CREEK HD. NEW CASTLE CO. DELAWARE

SCALE	1" = 200'	DATE	11/4/58
DRAWN		AUTH. NO.	EI 2271
APPROVED	ERS	ACCT.	350.1
TAX PARCEL	015	TAX MAP	09-016.00
DPL PARCEL NO.	A38		

VAN DEMARK & LYNCH, INC.
CIVIL ENGRS. & SURVEYORS
WILMINGTON, DELAWARE

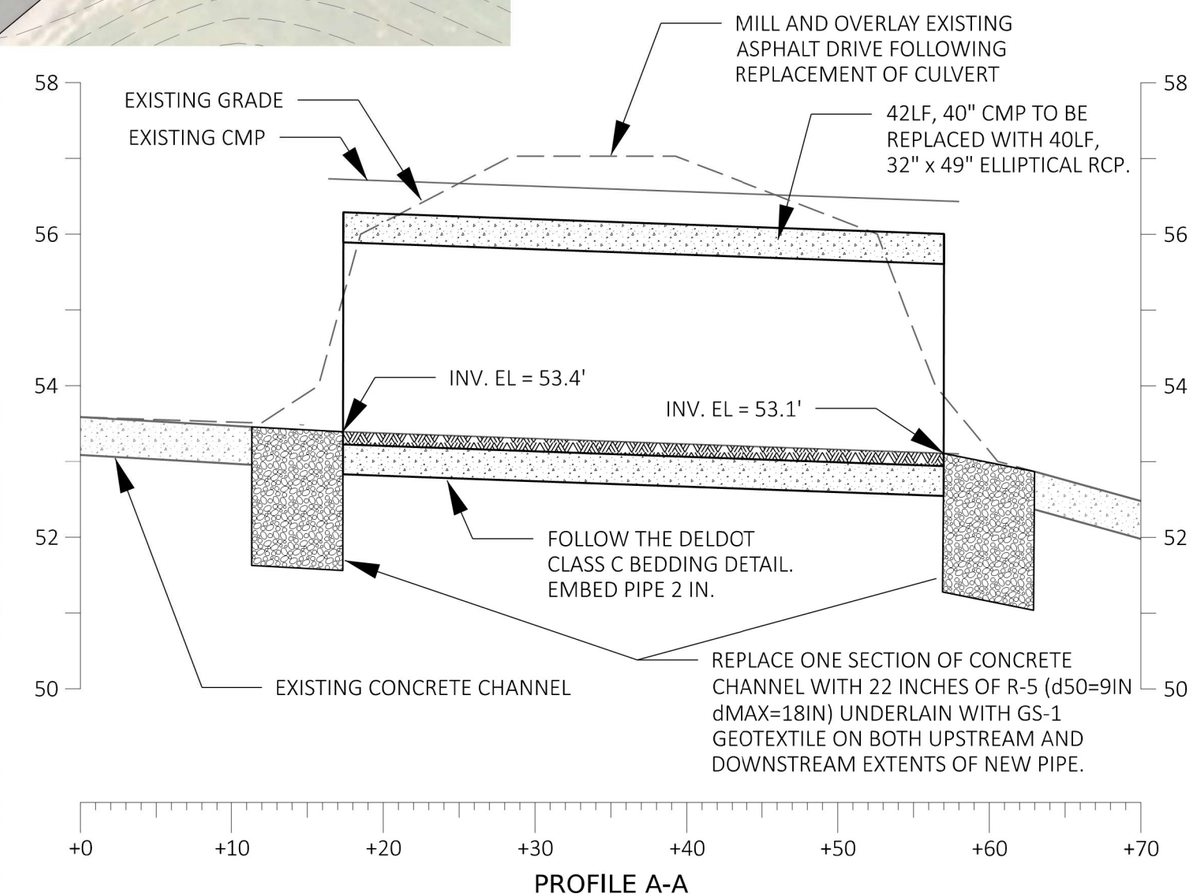
APPROVED: _____ Registered Land Surveyor

rea38



LEGEND

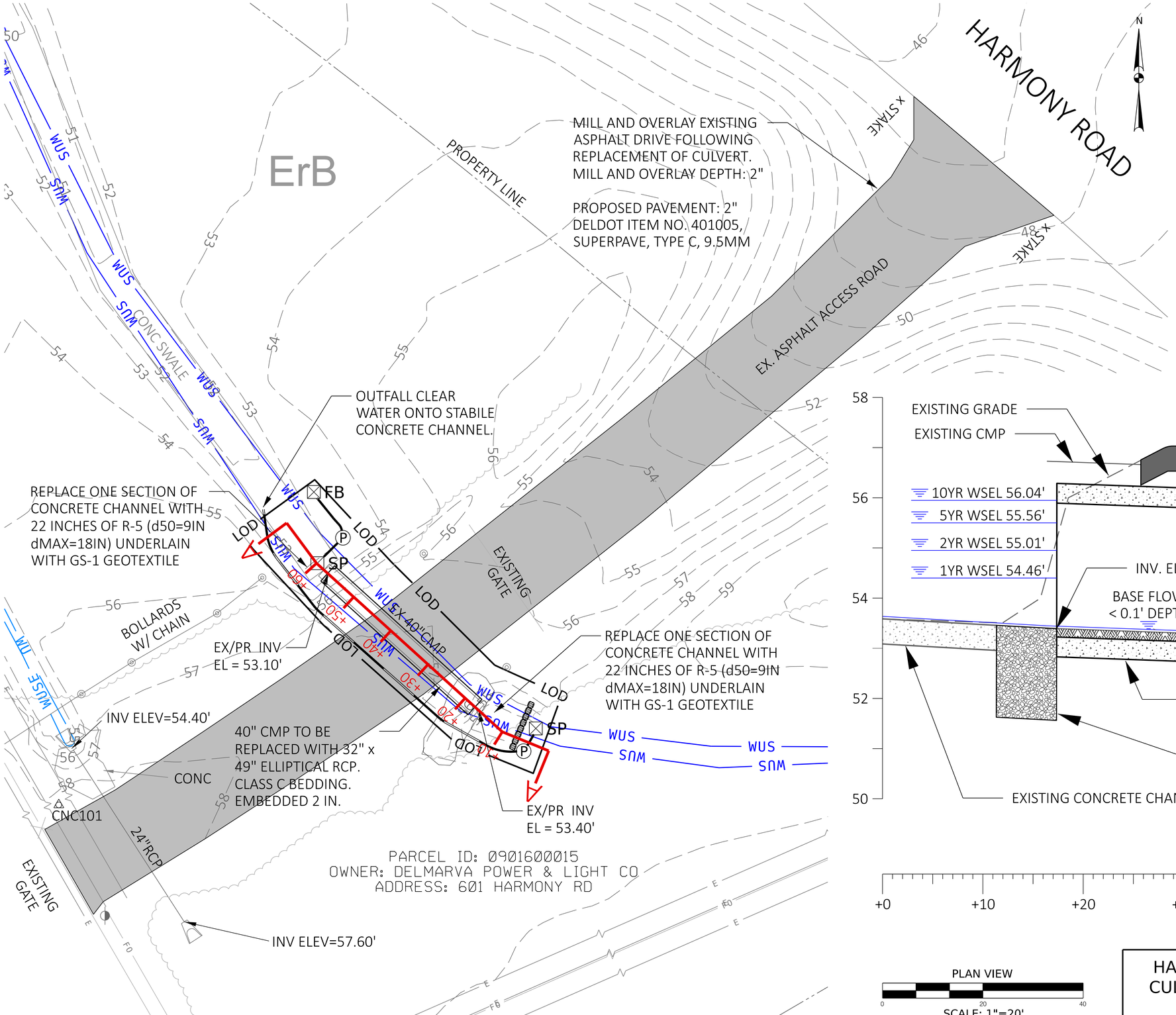
- WATERS OF THE US
- EXISTING CONTOUR
- PROPERTY LINE
- CHAIN LINK FENCE
- BOLLARDS WITH CHAIN
- FILTER BAG — FB
- SUMP PIT — SP
- MILL AND OVERLAY
- SANDBAG DAM
- STONE
- CONCRETE



PROFILE A-A

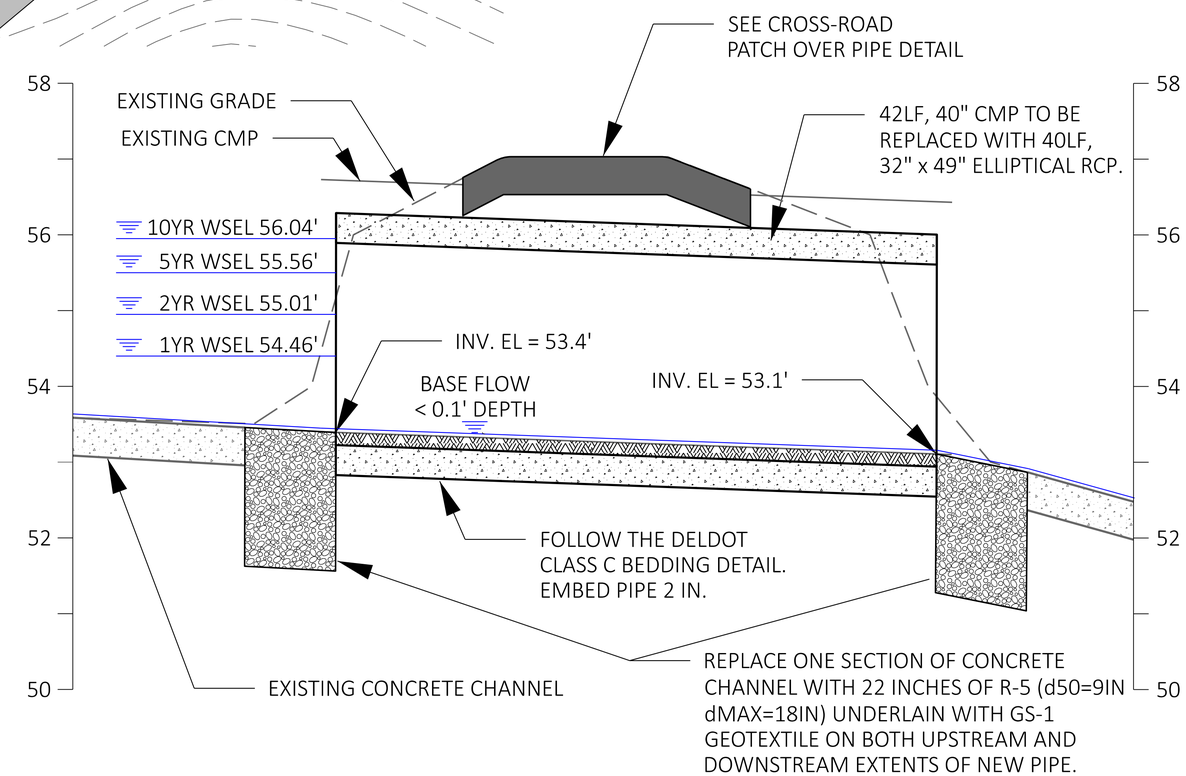
PLAN VIEW
0 20 40
SCALE: 1"=20'

HARMONY SUBSTATION CULVERT REPLACEMENT PROJECT Plan & Profile	COUNTY: NEW CASTLE STATE: DELAWARE DATE: 11/20/2025 DESIGNED: OMS DRAWN: OMS CHECKED: WRC SHEET 1 OF 1 REVISION:



LEGEND

- LIMIT OF DISTURBANCE — LOD
- WATERS OF THE US — WUS
- EXISTING CONTOUR
- PROPERTY LINE
- CHAIN LINK FENCE
- BOLLARDS WITH CHAIN
- EXISTING TREELINE
- FILTER BAG — FB
- SUMP PIT — SP
- MILL AND OVERLAY
- SANDBAG DAM
- STONE
- CONCRETE



PROFILE A-A

PLAN VIEW
SCALE: 1"=20'

HARMONY SUBSTATION CULVERT REPLACEMENT PROJECT Plan & Profile	COUNTY: NEW CASTLE STATE: DELAWARE DATE: 11/20/2025 DESIGNED: OMS DRAWN: OMS CHECKED: WRC SHEET 1 OF 1 REVISION:

Road Crossings

Please respond to each question. Questions left blank may result in the application being returned as incomplete. In addition, the answers to all of the questions in this Appendix must correspond accurately to the information on the plan and section view drawings for the project.

General Information

1. Will the project be:

____ New Construction
_X_ Repair or Replacement of an Existing Structure

2. Describe the purpose for the proposed road crossing activity:
The project proposes to replace an existing 40" Corrugated Metal Pipe (CMP) culvert measuring 41.65 feet in length with a new 32" x 49" Elliptical RCP culvert measuring 40 feet in length as a part of the road over the culvert being repaved to provide more reliable access to the substation.

3. Is the crossing a:

___ Bridge (preferred) ___ Bottomless or Arched Culvert _X_ Pipe Culvert

___ Box Culvert ___ Multiple Barrel Culvert

___ Other (describe)_____

If other than a bridge is proposed, could bridging be constructed to avoid impacts to the waterbody? ___ Yes _X_ No If no, please provide specific justification:
Stream is an intermittent stream and is already contained within a concrete channel.

4. If culvert pipes are proposed, provide the pipe lengths and diameters:
The proposed culvert will replace the existing 40-inch-wide, 41.65-foot-long Corrugated Metal Pipe (CMP) culvert with a proposed 49-inch-wide, 32-inch-tall, 41.65-foot-long Elliptical Reinforced Concrete Pipe (RCP) Culvert.

If a bridge, bottomless culvert or box culvert is proposed, provide the dimensions:
N/A

What will be the slope of the culvert?
0.75% (Upper invert: 53.40', Lower invert: 53.10', Length: 40')

5. What materials will the structure(s) be made of?
Reinforced Concrete.

Waterbody Information

6. Name of the waterbody at the project location: Unnamed Tributary
   Waterbody is a tributary to: Unnamed Tributary to White Clay Creek

7. What is the width of the waterbody at the project site? ~5 feet within concrete channel

8. How many linear feet of stream will be affected by the crossing?
   Pipe 41.65 ln ft. Inlet Structure N/A ln ft. Outlet Structure N/A ln ft.

9. What is the total area of impact in the waterbody? (including inlet and outlet protection structures, sideslope embankments, etc.):

   Tidal Waters
   Below the mean high water line 0 sq. ft.
   Below the mean low water line 0 sq. ft.

   Non-tidal Waters
   Below the Ordinary high water line 458 sq. ft.

   In tidal wetlands 0 sq. ft. (attach appropriate appendix)

10. For non-tidal waters, what is the approximate median stream flow rate at the site:

    Before construction: 0-1 cfs Note: Stream is a trickle during non-storm events
    After construction: 0-1 cfs Note: Stream is a trickle during non-storm events

    What is the bankfull discharge (~1 yr storm) of the stream at the site? ~5 cfs

11. What is the watershed area above the project site? 23.5 Acres (acres or square miles)

12. If the road crossing is not over undeeded public subaqueous lands or a DelDOT right of way, who is the owner of the underwater lands? Delmarva Power & Light Company (DPL) -

13. Please include evidence of written permission from the underwater landowner indicated above (if other than the applicant) with this Appendix.
    N/A - Owner is Applicant.

Design Features

14. Describe design features that will be incorporated to allow for fish passage:

N/A - Stream is intermittent and flows at only a trickle during non-storm events. Additionally, stream is contained within a 300+-foot-long concrete channel below the culvert.

15. Describe design features that will maximize the preservation of natural channel features and minimize adverse impacts to stream morphology and stability:

Stream is intermittent and flows at only a trickle during non-storm events. Stream is contained within a 300+-foot-long concrete channel below the culvert. The existing culvert will be replaced with a new culvert that is hydraulically in-kind. The existing culvert is not embedded. The proposed culvert will be embedded.

16. If culvert pipes are proposed:

Will the pipe bottom be buried below the natural streambed? _X_Yes ___ No
If yes, how far will the pipe invert be placed below the streambed elevation? __2__ inches
If no, explain why:

For multiple barrel culvert designs, will a low flow barrel be incorporated?
___Yes ___ No
If no, explain why:

17. What storm event is the structure designed to pass? (i.e. 10 yr storm, 25 yr storm)

    10 yr storm.

18. Will the structure include an apron or other inlet/outlet protection? ___Yes _X_ No
    If yes, describe the dimensions and materials that will be utilized:

    Note: Culvert outfalls to 300+-foot-long concrete channel. Concrete channel for approximately 6 feet will be replaced with rip-rap (see attached construction package).

19. Is any fill associated with the proposed activity? ___Yes _X_ No If yes, attach the appropriate appendix.

20. Will any sideslope embankments be constructed in the waterbody? ___Yes _X_ No
    If yes, what is the average slope of the embankments? _____

21. Will any utilities be associated with the road crossing? ___Yes _X_No
    If yes, attach the appropriate appendix.

Chapter [illegible], Section [illegible]

day of February in the year of our LORD one thousand nine hundred and fifty-nine.

BETWEEN, HARVEY L. JORDIN and INA D. JORDIN, his wife, of Christiana Hundred, New Castle County and State of Delaware, parties of the first part,

AND

DELAWARE POWER & LIGHT COMPANY, a corporation of the State of Delaware, Party of the second part.

Note: Eminent Domain Harmony Substation

09-016.00-015

Witnesseth. That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS ($10.00)----------lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part,

ALL that certain lot, piece or parcel or land SITUATE in White Clay Creek Hundred, New Castle County and State of Delaware more particularly bounded and described according to a survey of Van Demark & Lynch, Inc., Civil Engineers & Surveyors of Wilmington, Delaware dated October 22, 1958 as follows, to-wit:-

BEGINNING at a point in the southeasterly right of way line of the Baltimore & Philadelphia Railroad Company, said point of Beginning being a corner for lands now or formerly of Joseph B. Todd and distant South 59°-31' West, 860.76 feet measured along the said southeasterly right of way line of the Baltimore & Philadelphia Railroad Company from the intersection thereof with the center line of the Public Road known as the Harmony Road, said point of Beginning being also distant Southeasterly at right angles 37.16 feet from the center line of right of way of said Baltimore & Philadelphia Railroad Company; thence from said point of Beginning along line of said lands now or formerly of Joseph B. Todd and lands now or formerly of Harry L. Lee, South 36°-41'-40" East, 649.02 feet to an iron pipe; thence along line of lands now or formerly of Harry L. Lee, North 41°-59'-13" East, 329.06 feet to a point in the said center line of the Harmony Road; thence thereby South 59°-32' East, 430.0 feet to a point, a corner for lands now or formerly of Mary S. Gifford; thence along line of lands now or formerly of Mary S. Gifford, the three (3) following described courses and distances: (1) South 68°-23'-52" West, 506.93 feet to a point; (2) South 72°-35'-15" West, 1042.07 feet to a point; and (3) South 39°-33' West, 861.98 feet to a point in line of lands now or formerly of Michael Koslowski; thence thereby the two (2) following described courses and distances: (1) North 10° -29' East, 434.18 feet to a point; and (2) North 31°-09' West, 80.0 feet to a point in line of lands of the Baltimore & Philadelphia Railroad Company; thence thereby the two (2) following described courses and distances: (1) North 59°-33' East, 578.50 feet to a point; and (2) North 30°-27' West, 199.60 feet to a point in the said southeasterly right of way line of the Baltimore & Philadelphia Railroad Company, said point being distant southeasterly at right angles 37.70 feet from the center line of said Baltimore & Philadelphia Railroad Company at center line station 1865 plus 85; thence along said southeasterly right of way line of the Baltimore & Philadelphia Railroad Company, North 59°-31' East, 923.85 feet to said corner for lands now or formerly of Joseph B. Todd and to the point and place of BEGINNING.

CONTAINING within said described metes and bounds 25.214 acres of land be the same more or less.

Deeds, &c., at Wilmington, in and for New Castle County and State of Delaware in Deed Record B, Vol. 51, Page 368 grant and convey unto Harvey L. Jordin and Ina D. Jordin, his wife, in fee simple.

In Witness Whereof, *the said parties of the first part have hereunto set their hands and seals the day and year aforesaid.*

Sealed and Delivered in the Presence of
Nedtably Lynch
Ruth Roth

Harvey L. Jordin (SEAL)
Harvey L. Jordin

Ina D. Jordin (SEAL)
Ina D. Jordin

State of Delaware,
NEW CASTLE County, } SS.

Be it Remembered, *That on this* 19th *day of* February *in the year of our LORD one thousand nine hundred and* fifty-nine, *personally came before me,* the Subscriber, a Notary Public for the State of Delaware, HARVEY L. JORDIN and INA D. JORDIN, his wife,

parties to this Indenture, known to me personally to be such, and severally *acknowledged this Indenture to be* their *Deed.*

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

Notary Public

State of Delaware,
New Castle County, } ss.

Recorded in the office for the Recording of Deeds, &c., in and for the said County of New Castle
Delaware in Deed Record M, Vol. 63, Page 53 &c.
the 19th day of February A. D. 59
WITNESS my Hand and the Seal of said office.

Joseph A. Bradshaw
Recorder

Wilmington

NEWLIN, POLLARD & SCHOFIELD
DELAWARE TRUST BUILDING
WILMINGTON, DELAWARE

DEED

3451

HARVEY L. JORDIN and INA D. JORDIN, his wife,

AND

DELAWARE POWER & LIGHT COMPANY, a corporation of the State of Delaware.

24

Received for Record

RECEIVED RECORD A.D. 19

FEB 19 2 57 PM '59

JOSEPH A. BRADSHAW
RECORDER

Recorder.

Fee for Recording, &c., $ 3.50
1.00
4.50

Printed and Sold by HERBERT L. GEORGE CO.
Wilmington, Delaware

48087

002474

BOOK 930 PAGE 181

DEED

THIS DEED, MADE THIS 28th DAY OF Dec., in the year of our LORD One thousand Nine Hundred and Eighty Nine

BETWEEN, DELMARVA POWER & LIGHT COMPANY, a Corporation of the State of Delaware and the Commonwealth of Virginia, party of the first part;

A N D

THE STATE OF DELAWARE, party of the second part;

WITNESSETH, that the said party of the first part, for and in consideration of the sum of FOUR HUNDRED TWENTY THOUSAND DOLLARS ($420,000.00) in lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part;

TRACTS "E", "F", "G" and "H"

ALL those four certain tracts, pieces, or parcels of land situate in White Clay Creek Hundred, New Castle County, State of Delaware, being portions of the right-of-way required for the Pike Creek Connector, the said tracts being parts of County Tax Parcel No. 09-016.00-015 as depicted on Right-of-Way Plot No. NC-237 attached as an addendum hereto and more particularly bounded and described by reference to EXHIBIT "A" annexed hereto and incorporated herein by reference;

AND THE SAID Grantor will reserve a 60 foot wide Electric Utility Easement on, over, under, and across the North end of Parcel G as more described by reference to EXHIBIT "B" annexed hereto and incorporated herein by reference;

AS TO TRACTS "E" and "F"

BEING a part of the same lands and premises which MARY P. GIFFORD et al., by Deed dated the 22nd day of March, 1959, as of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware at Wilmington in Deed Book W, Volume 63, Page 516, did grant and convey unto DELMARVA POWER & LIGHT COMPANY, a Delaware Corporation, in fee.

AS TO TRACTS "G" and "H"

BEING a part of the same lands and premises which HARVEY L. JORDIN and INA D. JORDIN, his wife, by Deed dated the 19th day of February, 1959, as of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware at Wilmington in Deed Book M, Volume 63, Page 53, did grant and convey unto DELMARVA POWER & LIGHT COMPANY, a Delaware Corporation, in fee.

C 27001A

IN WITNESS WHEREOF, the said DELMARVA POWER & LIGHT COMPANY, a Corporation of the State of Delaware and the Commonwealth of Virginia, has the day and year first above written caused its name by Ralph E. Klesius, **its** VICE **President to be hereunto set and the common and corporate seal of said corporation to be hereunto affixed and duly attested by its** Asst. **Secretary.**

SEALED AND DELIVERED
IN THE PRESENCE OF:

Betty Lou Griffith

DELMARVA POWER & LIGHT COMPANY, a Corporation of the State of Delaware and the Commonwealth of Virginia

BY: Ralph E. Klesius

ATTEST: Paul J. [illegible]

STATE OF DELAWARE:
:SS.
NEW CASTLE COUNTY:

B E I T R E M E M B E R E D, that on this 28th day of December, in the year of our LORD One Thousand Nine Hundred and Eighty Nine, personally came before me, a Notary Public for the State and County aforesaid Ralph E. Klesius, VICE, **President of DELMARVA POWER & LIGHT COMPANY, a corporation existing under the laws of the State of Delaware and the Commonwealth of Virginia, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and Deed and the signature of the** VICE **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.

Betty Lou Griffith
Notary Public

Grantee's Address:
Department of Transportation
Division of Highways
P.O. Box 778
Dover, DE 19903

EXHIBIT "A"

TRACT "E". . . BEGINNING at a point formed by the intersection of the existing southerly right-of-way line of Ruthar Drive, at 60 feet wide, with the division line between these lands of Delmarva Power & Light Company, hereafter known as the grantor, and lands now or formerly of the State of Delaware, the said point of BEGINNING being shown and noted on Right-of-Way Plot No. NC-237 as point number 15;

THENCE from said point of BEGINNING with the said existing southerly right-of-way line of Ruthar Drive North 73 degrees 29 minutes 55 seconds, East 280.24 feet to a point, the said point being on the division line for lands now or formerly of the State of Delaware;

THENCE with the said last mentioned division line the following two courses and distances:

1) South 10 degrees 29 minutes 00 seconds West, 34.95 feet to a point; and,

2) South 26 degrees 28 minutes 30 seconds East, 227.07 feet to a point, the said point being on the proposed easterly right-of-way and denial-of-access line of the Pike Creek Connector;

THENCE with the said proposed easterly right-of-way and denial-of-access line, South 09 degrees 45 minutes 33 seconds West, 364.32 feet to a point, the said point being on the division line for other lands of the Grantor and the State of Delaware;

THENCE with the said last mentioned division line North 30 degrees 16 minutes 20 seconds West, 598.71 feet to the first described point and place of BEGINNING.

CONTAINING within the said metes and bounds 2.3752 acres of land be the same more or less.

EXHIBIT "A" CONTINUED

TRACT "F". . .BEGINNING at a point formed by the intersection of the existing northerly right-of-way line of Ruthar Drive, at 60 feet wide, with the division line between these lands of Delmarva Power & Light Company and lands now or formerly of the State of Delaware, the said point of BEGINNING being shown and noted on Right-of-Way Plot No. NC-237 as point number 21;

THENCE from said point of BEGINNING with the said existing northerly right-of-way line of Ruthar Drive South 73 degrees 29 minutes 55 seconds West, 280.01 feet to a point, the said point being on the division line for lands now or formerly of Harmony Inc.;

THENCE with the said last mentioned division line North 10 degrees 29 minutes 00 seconds East, 255.78 feet to a point;

THENCE leaving said last mentioned division line North 59 degrees 33 minutes 00 seconds East, 330.29 feet to a point, the said point being on the division line for lands now or formerly of the State of Delaware;

THENCE with the said last mentioned division line South 10 degrees 29 minutes 00 seconds West, 345.13 feet to the first described point and place of BEGINNING.

CONTAINING within the said metes and bounds 1.7211 acres of land, be the same more or less.

TRACT "G". . .BEGINNING at a point formed by the intersection of the division line of Delmarva Power & Light Company with lands now or formerly of Conrail, the said point of BEGINNING being shown and noted on Right-of-Way Plot No. NC-237 as point number 23;

THENCE from said point of BEGINNING with the said last mentioned division line North 59 degrees 33 minutes 00 seconds East, 560.05 feet to a point, said point being on the proposed easterly right-of-way and denial-of-access line of the Pike Creek Connector;

THENCE with the said proposed easterly right-of-way and denial-of-access line South 09 degrees 46 minutes 12 seconds West, 534.34 feet to a point, said point being on the division line for lands now or formerly of the State of Delaware;

THENCE with said last mentioned division line and across other lands of the Grantor, South 59 degrees 33 minutes 00 seconds West, 498.50 feet to a point, said point being on the division line for lands now or formerly of Harmony, Inc.;

THENCE with the said last mentioned division line the following two courses and distances:

EXHIBIT "A" CONTINUED

1) North 10 degrees 29 minutes 00 seconds East, 434.18 feet; to a point and,

2) North 31 degrees 09 minutes 00 seconds West, 80.00 feet to the first described point and place of BEGINNING.

CONTAINING within the said metes and bounds 4.6926 acres of lands, be the same more or less.

TRACT "H". . . BEGINNING at a point formed by the intersection of the proposed easterly right-of-way and denial-of-access line for the Pike Creek Connector with the division line between these lands of Delmarva Power & Light Company and lands now or formerly of Conrail, said point of BEGINNING being shown and noted on Right-of-Way Plot No. NC-237 as point number 28;

THENCE from said point of BEGINNING with the proposed easterly right-of-way and denial-of-access line South 09 degrees 45 minutes 33 seconds West, 233.15 feet to a point;

THENCE leaving the proposed easterly right-of-way and denial-of-access line and continuing along the divison line of lands now or formerly of Conrail the two following courses and distances:

1) North 30 degrees 27 minutes 00 seconds West, 177.97 feet to a point; and,

2) North 59 degrees 31 minutes 00 seconds East, 150.52 feet to the first described point and place of BEGINNING;

CONTAINING within the said metes and bounds 0.3075 acres of land, be the same more or less.

EXHIBIT "A" CONTINUED

TRACT "F". . .BEGINNING at a point formed by the intersection of the existing northerly right-of-way line of Ruthar Drive, at 60 feet wide, with the division line between these lands of Delmarva Power & Light Company and lands now or formerly of the State of Delaware, the said point of BEGINNING being shown and noted on Right-of-Way Plot No. NC-237 as point number 21;

THENCE from said point of BEGINNING with the said existing northerly right-of-way line of Ruthar Drive South 73 degrees 29 minutes 55 seconds West, 280.01 feet to a point, the said point being on the division line for lands now or formerly of Harmony Inc.;

THENCE with the said last mentioned division line North 10 degrees 29 minutes 00 seconds East, 255.78 feet to a point;

THENCE leaving said last mentioned division line North 59 degrees 33 minutes 00 seconds East, 330.29 feet to a point, the said point being on the division line for lands now or formerly of the State of Delaware;

THENCE with the said last mentioned division line South 10 degrees 29 minutes 00 seconds West, 345.13 feet to the first described point and place of BEGINNING.

CONTAINING within the said metes and bounds 1.7211 acres of land, be the same more or less.

TRACT "G". . .BEGINNING at a point formed by the intersection of the division line of Delmarva Power & Light Company with lands now or formerly of Conrail, the said point of BEGINNING being shown and noted on Right-of-Way Plot No. NC-237 as point number 23;

THENCE from said point of BEGINNING with the said last mentioned division line North 59 degrees 33 minutes 00 seconds East, 560.05 feet to a point, said point being on the proposed easterly right-of-way and denial-of-access line of the Pike Creek Connector;

THENCE with the said proposed easterly right-of-way and denial-of-access line South 09 degrees 46 minutes 12 seconds West, 534.34 feet to a point, said point being on the division line for lands now or formerly of the State of Delaware;

THENCE with said last mentioned division line and across other lands of the Grantor, South 59 degrees 33 minutes 00 seconds West, 498.50 feet to a point, said point being on the division line for lands now or formerly of Harmony, Inc.;

THENCE with the said last mentioned division line the following two courses and distances:

EXHIBIT "B"

Permanent Easement to be retained by Delmarva Power & Light Company affecting Tract "G" described as follows:

BEGINNING at a point formed by the intersection of the division line of Delmarva Power & Light Company with lands now or formerly of Conrail, the said point of BEGINNING being shown and noted on Right-of-Way Plot No. NC-237 as point number 23;

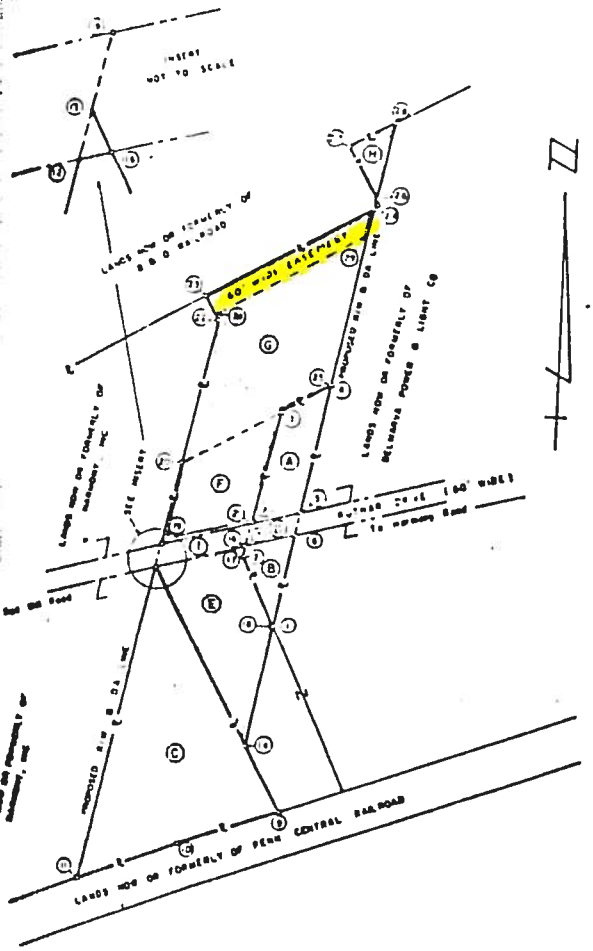
THENCE from said point of BEGINNING with the said last mentioned division line North 59 degrees 33 minutes 00 seconds East, 560.05 feet to a point, said point being on the proposed easterly right-of-way and denial-of-access line of the Pike Creek Connector;

THENCE with the said proposed easterly right-of-way and denial-of-access line South 09 degrees 46 minutes 12 seconds West, 78.58 feet to a point;

THENCE leaving the proposed easterly right-of-way and denial-of-access line, South 59 degrees 33 minutes 00 seconds West 508.58 feet to a point, said point being on the division line for lands now or formerly of Harmony, Inc.;

THENCE with the said last mentioned division line North 31 degrees 09 minutes 00 seconds West, 60.00 feet to the first described point and place of BEGINNING.

CONTAINING within the said metes and bounds 0.7363 acres of land, be the same more or less.



HARMONY, INC (E)(F)(G)(H) DELMARVA POWER & LIGHT CO			
LANDS ACQUIRED FROM			
NEW CASTLE	WHITE CLAY CREEK	09-016.00-015 021 & 022	
COUNTY	HUNDRED	TAX ASSMT PARCEL NO	
08-106-001	PIKE CREEK VALLEY CONNECTOR		
DESIGNATION	PROJECT TITLE		
PARCEL NO	8-22-40 / DEED RECORD	8-22-76 / DEED DATE	
SCALE: 1 INCH = 200 FEET / FULL SIZE DWG IS 17" X 22" FOR 8½" COPIES: SCALE X 8		AS NOTED	
REMARKS: ADDED EASEMENT TO PARCEL G 2 MAR 88		AREA OF	

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PO Box 778
DOVER DELAWARE 19903

RIGHT OF WAY Engineering Section

DRAWN BY A.D.E. DATE 27 MAY 87 PLOT DWG NO 1:C 237

RECD FOR RECORD JAN 11 1990 3 47 EVELYN T. ALTMAR Recorder

AGREEMENT

THIS AGREEMENT Made this 1st day of April, in the year of our Lord one thousand nine hundred and seventy seven, by and between HARMONY INC., A DELAWARE CORPORATION, (hereinafter called "Seller") and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware (hereinafter called the "Buyer") party of the second part,

W I T N E S S E T H:

That the said HARMONY INC., a corporation as aforesaid for and in consideration of the sum of FIFTY THOUSAND DOLLARS ($50,000.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto DELMARVA POWER & LIGHT COMPANY a corporation as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including towers, poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the "Seller" situate in WHITE CLAY CREEK Hundred, New Castle County, State of Delaware, more particularly bounded and described according to a survey of M.C.A. Engineers and Surveyors of New Castle County, Delaware, dated November 22, 1976 as follows to wit:

BEGINNING for the same at a concrete monument to be set where the easterly right of way line of Red Mill Road, fifty (50) feet wide intersects the southerly right of way line of the Baltimore and Philadelphia Railroad Company, operated by the Baltimore and Ohio Railroad Company, thence, with said point of beginning so fixed, leaving the said easterly right of way line of Red Mill Road, with and binding on the said southerly right of way line of the Baltimore and Philadelphia Railroad Company, the following seven (7) courses:

Approved As To Form

P 86-139

03377
(27)-1

(1) North 61°32'28" East, 278.33 feet to a concrete monument to be set thence; (2) South 30°17'32" East, 20.00 feet to a concrete monument to be set, thence; (3) North 61°32'28" East, 284.16 feet to a concrete monument to be set, thence; (4) North 59°16'28" East, 1200.05 feet to a concrete monument to be set, thence; (5) North 57°50'28" East, 316.61 feet to a concrete monument to be set, thence; (6) South 30°17'32" East, 180.80 feet to a concrete monument to be set, thence; (7) North 59°42'28" East, 271.50 feet to a concrete monument to be set at the intersection of the said southerly right of way line of the Baltimore and Philadelphia Railroad Company with the westerly line of the lands conveyed to Delmarva Power and Light Company, thence, leaving the said southerly right of way line of the Baltimore and Philadelphia Railroad Company, with and binding on the said westerly line of the lands conveyed to Delmarva Power and Light Company; (8) South 35°37'22" East, 30.13 feet to a concrete monument to be set, thence, leaving the said westerly line of the lands conveyed to Delmarva Power and Light Company and by a new line of division through the lands conveyed to Harmony Incorporated by deed recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Record M, Volume 79, Page 112, the following three (3) courses;

(9) South 59°42'28" West, 280.68 feet to a concrete monument to be set, thence; (10) South 81°42'28" West, 452.89 feet to a concrete monument to be set, thence; (11) South 59°16'28" West, 1,648.96 feet, passing over a concrete monument to be set at 848.96 feet, to a concrete monument to be set on the said easterly right of way line of Red Mill Road, thence, with and binding on the said easterly right of way line of Red Mill Road; (12) North 33°01'48" West, 72.30 feet to the concrete monument to be set at the point and place of beginning, containing 2.7757 acres of land be the same, more or less.

Together with the right from time to time to cut down, trim and remove from said parcel and to trim, cut down, remove and keep trimmed on the premises of Seller adjoining said parcel, any and all trees and shrubs which in the judgment of Buyer may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities; also the right of ingress, egress and regress to and over the premises of Seller as may be required for the peaceful enjoyment of said parcel and Buyers rights incident thereto. The Seller shall not erect or permit the erection of any structure within said parcel but otherwise shall have the right to use the land covered by said perpetual easement and right of way for any lawful purpose not inconsistent with or in contravention of the rights of the Buyer, and in particular the Seller shall have the right to install and maintain one or more railroad tracks over the land covered by the perpetual easement. Buyer shall compensate Seller for any damages done by Buyer to crops, roads, fences, bridges or other structures of Seller during the course of erecting, constructing, installing, making repairs to or reconstructing or removing the said facilities; and Buyer shall indemnify and hold harmless Seller from any and all damages, claims, loss, expense, suits, causes of action, judgments, fines and penalties for personal injury, death, and property damage or destruction (including damage to or destruction of the property of Seller) arising out of or in any way connected with the enjoyment of the perpetual easement, right of way and rights described herein.

The said parties hereto bind themselves, their successors and assigns.

IN TESTIMONY WHEREOF, the said parties to these presents have hereunto severally set their hands and seals the day and year first above written.

WITNESS:

Miriam F. Zuck

Elizabeth E. Robertson

HARMONY, INC.

PRESIDENT

Attest: SECRETARY

DELMARVA POWER & LIGHT COMPANY

James K. Wiley
VICE PRESIDENT

Attest: SECRETARY

03679

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED That on this 28th day of MARCH, in the year of our Lord one thousand nine hundred and seventy seven, personally came before me, ELIZABETH E. ROBERTSON, a Notary Public for the State of Delaware, JAMES K. WILEY, the SR. VICE President of DELMARVA POWER & LIGHT COMPANY, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be the act and deed of the said Company; that the seal thereto affixed is its common and corporate seal; that his signature as President thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said Company.

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

Elizabeth E. Robertson
Notary Public

196-31-011 8-73

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED That on this 1st day of April, in the year of our Lord one thousand nine hundred and seventy seven, personally came before me, the subscriber, a Notary Public for the State of Delaware, Jerry Spiro, the President of Harmony, Inc., party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be the act and deed of the said Company; that the seal thereto affixed is its common and corporate seal; that his signature as President thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said Company.

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

Notary Public

196-31-011 8-73

Typed
Rev. 9/16/77

8

EASEMENT

THIS INDENTURE made this _____ day of _____, 1977, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, of Wilmington, Delaware, hereinafter referred to as "DU PONT", and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware, with offices in Wilmington, Delaware, hereinafter referred to as "COMPANY",

W I T N E S S E T H :

In consideration of the sum of Fourteen Thousand Seven Hundred Ninety-six Dollars ($14,796.00) in hand paid to DU PONT by COMPANY, the receipt of which is hereby acknowledged, DU PONT does hereby grant to COMPANY the right to construct, operate, maintain, repair, replace and remove one (1) electric power transmission and communications pole line, together with all necessary or convenient appurtenances thereto, hereinafter referred to as "POLE LINE", over and across a portion of DU PONT'S property situate in White Clay Creek Hundred, New Castle County, Delaware, along and within a way generally thirty (30) feet in width, and being more particularly described as follows:

BEGINNING at the point of intersection of the centerline of Red Mill Road with the southerly right of way line of the Chessie System (formerly Baltimore and Philadelphia Railroad Company); thence from said point of BEGINNING continuing along said centerline of Red Mill Road, South 33° 01' 48" East, 30.00 feet to a point; thence leaving said centerline of Red Mill Road and through lands of E. I. du Pont de Nemours and Company, the four (4) following described courses and distances: (1) South 56° 42' 43" West, 381.40 feet to a point; thence (2) South 69° 59' 38" West, 462.12 feet to a point; thence (3) South 77° 05' 29" West, 233.38 feet to a point, and thence (4) North 88° 57' 55" West, 8.82 feet to a point in the centerline of Cool Run (also known as Ogle Run), said point also being in the southerly right of way line of an easement conveyed or about to be conveyed to Delmarva Power & Light Company by Avon Products, Inc.; thence along the easterly right of way line of said easement conveyed or about to be conveyed to Delmarva Power & Light Company by Avon Products, Inc., and along said centerline of Cool Run (also known as Ogle Run), North 10° 46' 40" East, 30.44 feet to a point in the said southerly right of way line of the Chessie System (formerly Baltimore and Philadelphia Railroad Company); thence continuing along said southerly right

of way line of the [illegible] (formerly the [illegible]ltimore [illegible] Railroad Company), and [illegible] feet [illegible]erly from, when measured at right [illegible]les to, the [illegible] [illegible]outherly right of way line of the [illegible] herein being described, the three (3) following described courses and distances: (1) North 77° 05' 29" East, 227.86 feet to a point; thence (2) North 69° 59' 38" East, [illegible].77 feet to a point; and thence (3) North 56° 42' 43" East, 378.04 feet to a point in the center-line of Red Mill Road, the point and place of BEGINNING.

CONTAINING within said described metes and bounds 0.7398 acre of land, be the same more or less.

Together with the rights of ingress and egress to and from the above described way along a way or ways that shall be designated by DU PONT.

TO HAVE AND TO HOLD the same unto COMPANY, its successors and assigns, forever, subject, however, to the following terms and conditions which the parties hereto do hereby covenant and agree to keep and perform:

1. COMPANY'S exercise of the rights herein granted shall be subject to public and private roadways, all matters of record and any state of facts that is apparent or that an accurate survey or inspection of the premises would disclose.

2. COMPANY shall have the right to trim and cut down and remove any trees, overhanging branches and underbrush within or near the above described way that may interefere with the installation, operation or maintenance of POLE LINE.

3. DU PONT, and others who may be permitted by DU PONT, shall have the right to use and occupy the land within the above described way for any purpose whatsoever and in any manner whatsoever that does not unreasonably interfere with COMPANY'S exercise of the rights herein granted to it.

4. DU PONT shall have the right, exercisable at any time or from time to time, in the event it has need of the whole or part of the land within the above described way to require COMPANY to relocate in whole or in part POLE LINE to another suitable

location, provided DU PONT notifies COMPANY thereof in writing and in said writing designates the new location, and thereupon COMPANY shall, at DU PONT'S expense, relocate POLE LINE or part thereof to such substituted location within ninety (90) days after the receipt of said notice. Upon any such relocation, the parties hereto shall execute a proper instrument amending the description herein contained so as to reflect accurately such relocation.

5. DU PONT makes no warranties insofar as the condition of the land included within the above described way is concerned, and COMPANY shall exercise the herein granted rights at its own risk, and, as between the parties hereto, shall indemnify and hold DU PONT safe and harmless from and against any and all loss, costs, damages, claims, actions or liability on account of the injury to or death of any person or persons or the damage to or destruction of any property arising from or growing out of COMPANY'S exercise of the rights herein granted, unless such death, injury, damage or destruction is caused in whole or in part by the fault, failure or negligence of DU PONT. In the event any such loss, costs, damages, claims, actions or liability results from death, injury, damage or destruction caused by the joint or concurring fault, failure or negligence of the parties hereto, the same shall be borne by them equally.

6. In the event of abandonment by COMPANY of the rights herein granted to it, such rights shall terminate and COMPANY shall thereupon execute a proper instrument evidencing such termination. The rights herein granted shall be deemed to have been abandoned if COMPANY does not exercise the same at any time for a continuous period of one (1) year, excluding any period during which the same are not exercised because of acts of God, fire, the elements, war, invasion, strikes, lockouts, sabotage, accidents or because of any cause beyond the control of COMPANY.

COMPANY shall, within ninety (90) days after the

date of termination of the rights herein granted (by abandonment or otherwise) remove POLE LINE from DU PONT'S property, leaving the same in a good and safe condition. Should COMPANY fail to remove POLE LINE as above provided, DU PONT may remove the same at COMPANY'S expense.

7. All wires, poles, towers, attachments and appurtenances thereto, constructed and maintained on DU PONT'S property by COMPANY hereunder, shall be and remain the property of COMPANY.

This Indenture shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Indenture by their respective proper officers thereunto duly authorized the day and year first above written.

Witness:

Attest: Loyd W. Austin
Assistant Secretary

Assistant Secretary

E. I. DU PONT DE NEMOURS AND COMPANY

By G. L. Moore Jr.
DIRECTOR, REAL ESTATE DIVISION

DELMARVA POWER & LIGHT COMPANY

By James K. Wiley
Sr. Vice President

STATE OF DELAWARE §
§ SS.
COUNTY OF NEW CASTLE §

BE IT REMEMBERED, that on this 10th day of October, A.D. 1977, personally came before me, Arnold Jon Schwartz, a Notary Public for the State of Delaware, DIRECTOR, REAL ESTATE DIVISION, G. L. Moore, Jr., Director Real Estate Division of E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, party to the foregoing Instrument of Writing, known to me personally to be such, and acknowledged this Instrument of Writing to be his own act and deed and the act and deed of said corporation; that the signature of the G. L. Moore Jr. Director Real Estate Division is in his own proper handwriting; that the seal affixed is the common or corporate seal of said corporation; and that his act of signing, sealing, executing, acknowledging and delivering said Instrument of Writing 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.

Arnold Jon Schwartz
Notary Public

APPROVALS
Sol Counsel
1/27/77 LEGAL DEPT
Recommendation
Recommendation
STAFF DEPT
Approved
Approved

12

STATE OF DELAWARE §
§ SS.
COUNTY OF NEW CASTLE §

BE IT REMEMBERED, that on this [illegible] day of [illegible], A.D. 1977, personally came before me, [illegible], a Notary Public for the State of Delaware, [illegible], [illegible] of DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware, party to the foregoing Instrument of Writing, known to me personally to be such, and acknowledged this Instrument of Writing to be his own act and deed and the act and deed of said corporation; that the signature of the [illegible] is in his own proper handwriting; that the seal affixed is the common or corporate seal of said corporation; and that his act of signing, sealing, executing, acknowledging and delivering said Instrument of Writing 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.

Notary Public

REC'D FOR RECORD Nov 4 1977 LEO J. DUGAN, Jr. Recorder

03709

THIS AGREEMENT Made this 14th day of February, in the year of our Lord One Thousand Nine Hundred and Seventy-Eight, by and between AVON PRODUCTS, INC., a corporation of the State of New York, herein called "Avon", party of the first part, and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware, hereinafter called "Delmarva", party of the second part,

W I T N E S S E T H:

THAT THE SAID "Avon" for and in consideration of the sum of Twelve Thousand Nine Hundred Dollars ($12,900) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto DELMARVA POWER & LIGHT COMPANY, a corporation as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including towers, poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat and power by electricity, in, on, over, under and across a portion of premises of "Avon" situate in White Clay Creek Hundred, New Castle County, State of Delaware, more particularly bounded and described according to a survey of Mann-Talley, Inc., Engineers and Surveyors of Wilmington, Delaware, dated April 5, 1977, as follows to wit:

BEGINNING at a point in the centerline of Cool Run (also known as Ogle Run). Said point also being in the Southerly right-of-way line of the Chessie System (formerly Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System, and being in the Westerly right-of-way line of an easement granted or about to be granted to Delmarva Power & Light Company, hereinafter referred to as Delmarva, by E. I. duPont

03752

Approved As To Form

DeNemours and Company, and being further located the three (3) following described courses and distances from the intersection of the centerline of Red Mill Road with the said Southerly right-of-way line of the Chessie System; (1) Along said Southerly right-of-way line of the Chessie System, S56°-42'-43"W, 378.04' to a point, (2) Thence continuing along said Southerly right-of-way line of the Chessie System, S69°-59'-38"W, 456.77' to a point, and (3) Thence continuing along said Southerly right-of-way line of the Chessie System, S77°-05'-29"W, 227.86'; Thence from said point of BEGINNING, leaving said Southerly right-of-way line of the Chessie System, and along the said centerline of Cool Run, and along the said Westerly right-of-way line of an easement granted or about to be granted to Delmarva by E. I. duPont DeNemours and Company, S10°-46'-40"W, 30.44' to a point; Thence leaving said centerline of Cool Run (also known as Ogle Run) and through lands of Avon Products, Inc. and along the Southerly right-of-way line of the easement herein being described the two (2) following described courses and distances; (1) Along the said Southerly right-of-way line of the easement herein being described, N88°-57'-55"W, 288.11' to a point, and (2) Thence continuing along said Southerly right-of-way line of the easement herein being descirbed, S83°-07'-27"W, 1651.28' to a point in the Easterly right-of-way line of an easement granted or about to be granted to Delmarva by West Virginia Pulp and Paper Company; Thence along the said easterly right-of-way line of an easement granted or about to be granted to Delmarva by West Virginia Pulp and Paper Company, N7°-12"-00"W, 30.00' to a point in the said Southerly right-of-way line of the Chessie System; Thence along said Southerly right-of-way line of the Chessie System and along the Northerly right-of-way line of the easement herein being described and parallel to, and distant 30' Northerly therefrom, when measured at right angles

thereto, the previously described Southerly right-of-way line of the easement herein being described the two (2) following described courses and distances; (1) Along said Southerly right-of-way line of the Chessie System, N83° -07'-27"E, 1653.53' to a point, and (2) Thence continuing along said Southerly right-of-way line of the Chessie Syetem, S88°-57'-55"E, 295.33' to a point in the centerline of Cool Run (also known as Ogle Run), the point and place of BEGINNING.

Containing within said described metes and bounds, 1.3389± acres of land be the same, more, or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and trim, cut down, remove and keep trimmed on the premises of "Avon" adjoining same on each side thereof, any and all trees which in the judgment of the said "Delmarva" may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities; also the right of ingress and egress to and over the premises of "Avon" as may be required for the enjoyment of the above mentioned right-of-way and rights. "Avon" their, executors, administrators or assigns shall not erect or permit the erection of any structure within the limits of the right-of-way above described, except that "Avon" shall have the right to erect and maintain a security fence across the right-of-way at "Avon" Property line, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said "Delmarva". "Delmarva" shall pay to "Avon", their executors, administrators or assigns for any damages done by "Delmarva" to crops, lawn area, roads, fences, bridges, driveway, parking area, or other structures of "Avon" their executors, administrators or assigns in the course of construction making repairs to, reconstructing, or removing the said facilities.

03754

"Avon" retains the right to require "Delmarva" to move and relocate any power lines or other structures to any location mutually agreed upon to accommodate the construction, use or maintenance of any existing or future Railroad siding. "Avon" agrees to reimburse "Delmarva" for the reasonable costs for relocation.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th day of February A.D. 19 78, at 9 West 57th Street, New York, N.Y. 10019 where notice shall be given.

Owner: AVON PRODUCTS, INC.

By: _____ (SEAL)
Vice President

Attest: _____ (SEAL)
Secretary

03755

5

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED That on this 14th day of February, in the year of our Lord one thousand nine hundred and Seventy-Eight, personally came before me, RICHARD J. ALAIMO, a Notary Public for the State of New York, County of New York, S.A. ZIMMERMAN, Vice President of AVON PRODUCTS, INC., a party to this Agreement, known to me personally to be such, and acknowledged the said Agreement to be the act and deed of the said Corporation; that the seal thereto affixed is its common and corporate seal; that his signature as Vice President thereto appended is his own proper handwirting; and that his act of acknowledgeing, executing and delivering the same 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.

Richard J. Alaimo
Notary Public

RICHARD J. ALAIMO
Notary Public, State of New York
No. 41-6031010 Qual. Queens Co.
Term Expires March 30, 1979

03756

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I, the undersigned, MARK WILLIAMS, Assistant Secretary of Avon Products, Inc., a New York Corporation, having its principal place of business at 9 West 57th Street, New York, New York 10019, do hereby certify that at a meeting of the Board of Directors of said corporation, duly held on the 22nd day of April, 1977, at which a quorum was present and acting throughout, S. A. ZIMMERMAN was duly elected, qualified and is currently acting as a Vice President of AVON PRODUCTS, INC., and that he has full authority to execute any and all documents on behalf of AVON PRODUCTS, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Corporation this 15th day of March, 1978.

Mark Williams, Assistant Secretary

(Corporate Seal)

STATE OF NEW YORK :
SS:
COUNTY OF NEW YORK :

On this 15th day of March, 1978, before me personally appeared MARK WILLIAMS to me known and to be the person who executed the foregoing certificate and he duly acknowledged to me that he executed the same.

Notary Public

RICHARD J. ALAIMO
Notary Public, State of New York
No. 41-6031910 Qual. Queens Co.
Term Expires March 30, 1979

03780

C-27-3

POWER LINE EASEMENT

WESTVACO CORPORATION (formerly West Virginia Pulp and Paper Company), designated "Westvaco", a Delaware corporation, subject to the conditions, exceptions, limitations, reservations, and reversions set forth, and in consideration of the sum of $8,248.00, (receipt of which is acknowledged) grants to Delmarva Power & Light Company, a Delaware Corporation, designated the "Grantee":

> AN EASEMENT 1022 feet in length and 30 feet in width, containing 0.6877 acres, more or less, (the "Easement Premises"), for the purpose of construction, erection operation, maintenance and removal of one or more electrical transmission and distribution lines, including the necessary wires, poles, crossarms, guy-wires, service and tap lines, and other usual fixtures and appurtenances used or adopted for the transmission and distribution of electric current, upon, over and across those certain lands owned by Westvaco in the County of New Castle, State of Delaware, described in the attached Exhibit "A" and set out on a plat marked Exhibit "B".

TOGETHER with the right to the Grantee of necessary ingress and egress to and from the Easement Premises over the adjoining lands of Westvaco, location of route of ingress and egress to be designated by Westvaco.

EXCEPTING, SAVING AND RESERVING to Westvaco the right to use, cross and recross the Easement Premises and to exercise all other rights not inconsistent with the rights herein granted, including but not limited to, the right to construct roads and railroad sidetracks on and across the Easement Premises.

TO HAVE AND TO HOLD, all and singular, to the extend Westvaco owns sufficient title, the easement granted unto the Grantee, subject to the conditions of this grant and to all grants, limitations, and restrictions of record, or which a physical inspection of the Easement Premises would disclose, or which are revealed in Exhibits "A" and "B", or either of them, and to the following conditions:

Approved As To Form _____

1. The Easement Premises shall be used exclusively for the purpose stated. Upon cessation of such use for a period of one (1) year, the easement and accompanying rights shall revert to Westvaco. Reversion may be established by sending a written notice by registered mail to the Grantee and filing an instrument, setting forth the reversion and the giving of notice, in the place for recording land titles. In the event of reversion, the Grantee shall have three (3) months from the date of such notice to remove its property from the Easement Premises, after which anything remaining on the Easement Premises shall be deemed the property of Westvaco.

2. The Grantee shall use the easement and accompanying rights so as to safeguard Westvaco's property near the Easement Premises and not to impede the protection or enjoyment of such property.

3. All buildings, fences and other structures within the Easement Premises at the date of this instrument shall be removed and restored in as good condition as before moving, at the expense of the Grantee.

4. Where the existing drainage of the Easement Premises is altered by the use of the Easement Premises by the Grantee, The Grantee shall construct all outfall ditches and other drainage faciliites to prevent water damage to the adjoining property of Westvaco.

5. The Grantee shall indemnify and hold Westvaco harmless against any loss resulting from property damage, personal injury and death, or any of such happenings, arising in any way out of its use of the Easement Premises. Westvaco shall not be liable to the Grantee for any damage to the property of the Grantee.

6. The Grantee shall promptly pay to Westvaco an amount equivalent to any taxes or other charges which may be assessed by reason of the use of the Easement Premises by the Grantee and which are paid by Westvaco.

7. Westvaco may, at any time, terminate this easement and accompanying rights, by sending a written notice by registered mail to the Grantee at least nine (9) months in advance, providing that Westvaco shall provide another easement and similar rights elsewhere on its lands, and pay to Grantee the reasonable cost of labor involved in moving the facilities of the Grantee located on the Easement Premises and the reasonable value of additional equipment required by relocation.

IN WITNESS WHEREOF: Westvaco Corporation has caused its corporate seal to be affixed and these Presents to be executed in its name by its proper officers.

DATED June 30 1977.

WESTVACO CORPORATION

Martha B. Summers

By _____
(Executive) (Vice) President

Mary Lee Carroll

Attest _____
(Assistant) Secretary

The above as to the execution by Westvaco Corporation

Delmarva Power & Light Company

Charles F. Coffman

By J. L. Hammond

Charles F. Coffman

Attest _____
Assistant Secretary

The above as to acceptance by Grantee.

POWER LINE AGREEMENT
"EXHIBIT A"

Description of a right-of-way generally 30' in width to be granted to Delmarva Power & Light Company by Westvaco Company. Located along the southerly right-of-way line of the Chessie System, (formerly the Baltimore and Philadelphia Railraod Company), and on the westerly side of Red Mill Road, in White Clay Creek Hundred, New Castle County, Delaware.

BEGINNING at a point in the southerly right-of-way line of the Chessie System (formerly the Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System. Said point being further located the five (5) following described courses and distances from the intersection of the centerline of Red Mill Road, with the southerly right-of-way line of the Chessie System, S56° -42' -43"W, 378.04' to a point, (2) Thence continuing along said southerly right-of-way line of the Chessie System, S69° -59 -38"W, 456.77' to a point, (3) Thence continuing along said southerly right-of-way line of the Chessie System, S77° -05' -29"W, 227.86' to a point, (4) Thence continuing along said southerly right-of-way line of the Chessie System, N88° -57' -55"W, 295.33' to a point, and (5) Thence continuing along said southerly right-of-way line of the Chessie System, S83° -07' -27"W, 1653.53'.

Thence from said point of BEGINNING and along the easterly right-of-way line of an easement conveyed or about to be conveyed to Delmarva Power & Light Company, hereinafter referred to as Delmarva, by Avon Products, Inc. S7° -12' -00"E, 30.00' to a point; Thence leaving said line of lands of Avon Products, Inc. and through lands of Westvaco Company, and along the southerly and easterly right-of-way lines of the easement herein being described, the four (4) following described courses and distances; (1) Through said lands of Westvaco Company and along part of the said southerly right-of-way line of the easement herein being described, S83° -07' -27"W, 738.78' to a point, (2) Thence continuing

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through said lands of Westvaco Company and along part of the said southerly right-of-way line of the easement herein being described, S82° -48' -38"W, 1.42' to a point. (3) Thence continuing through said lands of Westvaco Company and along part of the said easterly right-of-way line of the easement herein being described, S7° -12' -00"E, 253.56' to a point, and (4) Thence continuing through said lands of Westvaco Company and along part of the said southerly right-of-way line of the easement herein being described, by a curve to the left, having a radius of 243.43', an arc distance of 56.42' to a common corner for the easement herein being described and an easement conveyed or about to be conveyed to Delmarva by Castle Properties, last described curve also being by a chord of N39° -24' -19"W, 56.29': Thence along the easterly right-of-way line, in part, of said easement conveyed or about to be conveyed to Delmarva by Castle Properties and along said right-of-way line, in part, of the Chessie System and along the westerly line of the easement herein being described, and parallel to, and distant 30' westerly therefrom, when measured at right angles thereto, the previously described easterly right-of-way line of the easement herein being described, N7° -12' -00"W, 235.94' to a point; Thence along the said southerly right-of-way line of the Chessie System and along the northerly right-of-way line of the easement herein being described, and parallel to, and distant 30' northerly therefrom, when measured at right angles thereto, the previously described southerly right-of-way line of the easement herein being described, the two (2) following described courses and distances; (1) Along said southerly right-of-way line of the Chessie System, N82° -48 -38"E, 31.43' to a point, and (2) Thence continuing along said southerly right-of-way line of the Chessie System, N83° -07' -27"E, 738.78' to said corner of an easement conveyed or about to be conveyed to Delmarva by Avon Products, Inc. the point and place of BEGINNING.

Containing within said described metes and bounds 0.6873± acres of land be the same, more, or less.

6

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STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED That on this 30th day of June, in the year of our Lord one thousand nine hundred and seventy-seven, personally came before me, Alfred C. Knight, a Notary Public for the State of New York, County of New York, John A. Luke, Executive Vice President of WESTVACO CORPORATION, a party to this Agreement, known to me personally to be such, and acknowledged the said Agreement to be the act and deed of the said Corporation; that the seal thereto affixed is its common and corporate seal; that his signature as Executive Vice President thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by ~~the Board of Directors~~ authority of the bylaws of the said corporation.

GIVEN under my hand and seal of Office the day and year aforesaid.

Alfred C Knight
Notary Public

ALFRED C. KNIGHT
NOTARY PUBLIC, State of New York
No. 7314170 Qual. in Kings Co.
Certificate filed in New York County
Commission Expires March 30, 1978

03773

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED That on this 8th day of July, in the year of our Lord one thousand nine hundred and seventy-seven, personally came before me, Leslie E. Gilliard, a Notary Public for the State of Delaware, J. E. Hammond, the President of Chesapeake Power Light Co., party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be the act and deed of the said Company; that the seal thereto affixed is its common and corporate seal; that his signature as President thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said Company.

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

Leslie E. Gilliard
Notary Public

REC'D FOR RECORD July 19, 1977 LEO J. DUGAN, Jr. Recorder

REC N101 PAGE 106

THIS AGREEMENT Made this 21st day of [illegible], in the year of our Lord one thousand nine hundred and [illegible], by and between CASTLE PROPERTIES, a Maryland limited partnership (party of the first part) and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware, hereinafter called the "Company" (party of the second part).

W I T N E S S E T H:

THAT the said party of the first part for and in consideration of the sum of Seven Thousand Four Hundred Seventy Dollars ($7,470.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto DELMARVA POWER & LIGHT COMPANY, a corporation as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including towers, poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of the premises of the party of the first part situate in White Clay Creek Hundred, New Castle County, State of Delaware, more particularly bounded and described according to a survey of Mann-Talley, Inc., Engineers and Surveyors of Wilmington, Delaware, dated October 18, 1977, as follows to wit:

BEGINNING at a point in the Southerly right-of-way line of the Chessie System (formerly the Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System. Said point also being the northeast corner of the right-of-way herein being described and being further located the seven (7) following described courses and distances from the intersection of the old centerline of Red Mill Road with the Southerly right-of-way line of the Chessie System: (1) Along the said Southerly right-of-way line of the Chessie System, S36°-42'-43"W, 378.01' to a point, (2) Thence continuing along the said Southerly right-of-way line of the Chessie System, S69°-59'

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03796
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-38"W, 456.77' to a point, (3) Thence continuing along the said Southerly right-of-way line of the Chessie System, S77°-05'-29"W, 227.86' to a point, (4) Thence continuing along the said Southerly right-of-way line of the Chessie System, N88°-57'-55"W, 295.33' to a point, (5) Thence continuing along the said Southerly right-of-way line of the Chessie System, S83°-07'-27"W, 2392.31' to a point, (6) Thence continuing along the said southerly right-of- way line of the Chessie System, S82°-48'38"W, 31.43' to a point, and (7) Thence continuing along the said Southerly right-of-way line of the Chessie System, S7°-12'-00"E, 185.95'. Thence from the said point of Beginning, leaving the said Southerly right-of-way line of the Chessie System and along the property division line between the right-of-way herein being described and lands of Westvaco, S7°-12'-00"E. 49.99' to a point; Thence leaving the said property division line between the right-of-way herein being described and lands of Westvaco, through the lands of Castle Properties, and along the Southerly line of the right-of-way herein being described, the four (4) following described courses and distances: (1) along the said Southerly line of the right-of-way herein being described by a curve, to the left, having a radius of 243.43', an arc distance of 63.74' to a point of tangency of said curve, (2) Thence continuing along the said Southerly line of the right-of-way herein being described, N61°-02'-50"W, 90.91' to a point of curvature of a curve, (3) Thence continuing along the said Southerly line of the right-of-way herein being described by the said curve, to the left, having a radius of 162.32', an arc distance of 86.39' to a point of tangency of said curve, and (4) Thence continuing along the said Southerly line of the right-of-way herein being described, S88°-27'-27"W, 566.65' to a point in the property division line between the right-of-way herein being described, and lands of Francis T. Stafford and Anna M. Stafford; Thence along the said property division line between the right-of-way herein being described and lands of Francis T. Stafford and Anna M. Stafford, and along the Westerly line of the right-of-way herein being described, N5° -07'-30"W, 30.06' to a point in the said Southerly right-of-way line of the Chessie System; Thence along the said Southerly right-of-way line of the Chessie System and along the Northerly line of the right-of-way

herein being described, said Northerly line also being the property line for Castle Properties, and parallel to, and distant 30' Northerly therefrom, when measured at right angles thereto, the previously described Southerly line of the right-of-way line herein being described, the three (3) following described courses and distances; (1) Along the said Northerly line of the right-of-way herein being described N88°-27'-27"E, 568.53' to the point of curvature of a curve, (2) Thence continuing along the said Northerly line of the right-of-way herein being described, by the said curve, to the right, having a radius of 192.32', an arc distance of 102.36' to a point of tangency of said curve, and (3) Thence continuing along the said Northerly line of the right-of-way herein being described, S61°-02'-50"E, 90.91' to the point of curvature of a curve; Thence continuing along the said Northerly line of the right-of-way herein being described, by the said curve, to the left, having a radius of 273.43', an arc distance of 33.61' to the Northeast corner of the right-of-way herein being described, the point and place of BEGINNING. Containing with said described metes and bounds 0.5542± acres of land, be the same, more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgement of the said Company may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities; also the right of ingress and egress to and over the premises of the party of the first party as may be required for the enjoyment of the above mentioned right-of-way and rights. The party of the first part, its heirs, executors, administrators or assigns shall not erect or permit the erection of any structure within the limits of the right-of-way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said Company.

For the purpose of this agreement "structures" shall not include existing railroad tracks or the installation of additional railraod tracks as

long as the installation shall have the prior consent and approval of Company which consent and approval shall not be unreasonably withheld. The Company shall pay the party of the first part, his heirs, executors, administrators or assigns for any damages done by the Company to crops, roads, fences, bridges, or other structures of the party of the first part, its heirs, executors, administrators or assigns in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal the day and year aforesaid.

CASTLE PROPERTIES
A MARYLAND LIMITED PARTNERSHIP

Witness _____ Partner _____ (SEAL)

Witness _____ Partner _____ (SEAL)

5

STATE OF)
COUNTY OF) SS

REC 1101 PAGE 110

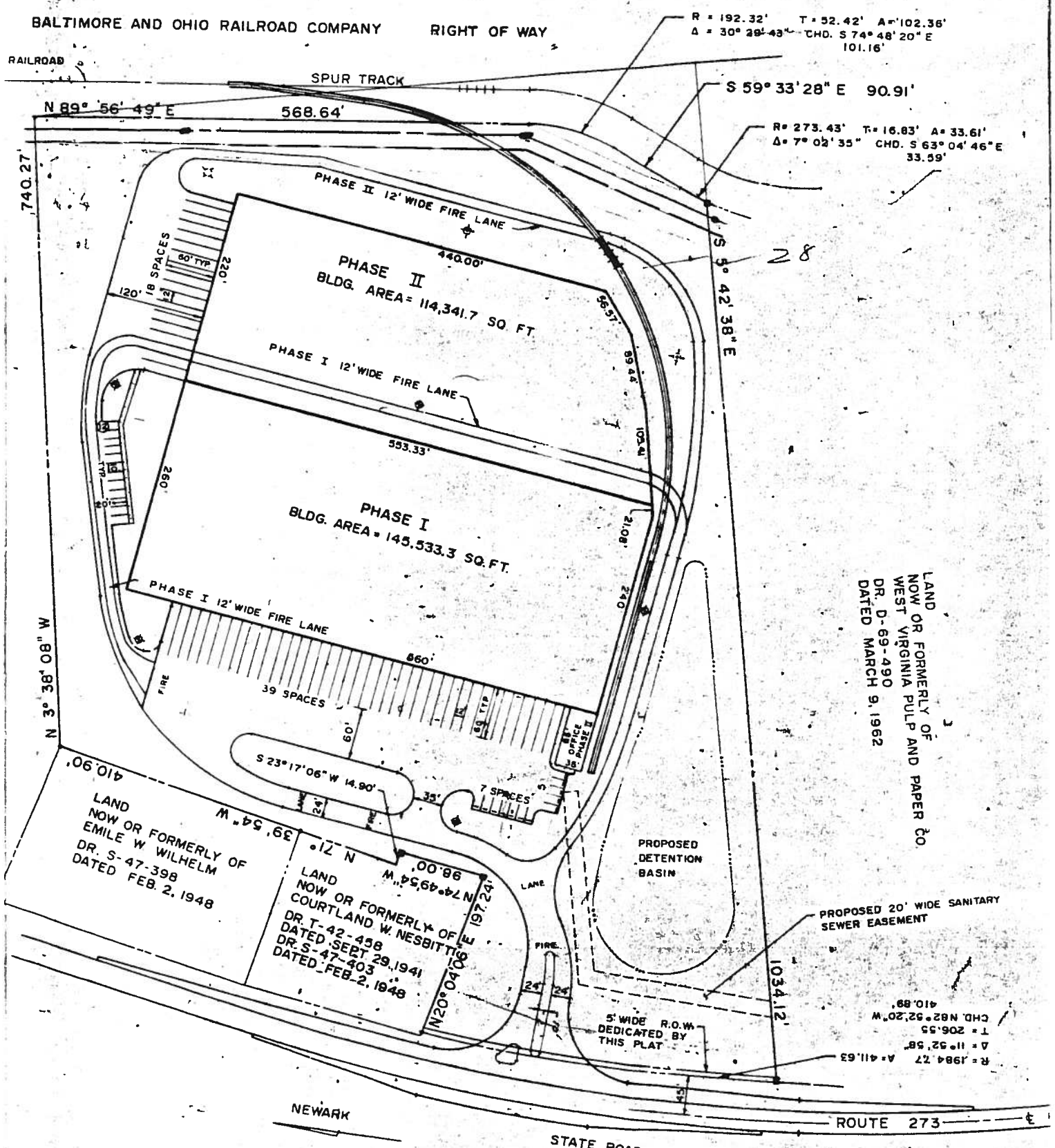
BE IT REMEMBERED, That on this _____ day of _____ _____, in the year of our Lord one thousand nine hundred and seventy _____, personally came before me, _____ a Notary Public for the State of _____ _____ _____ _____ known to me personally to be such, and he acknowledged this Indenture to be his deed.

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

_____
Notary Public

REC'D FOR RECORD _____ 19 _____ LEO J. DUGAN, Jr. Recorder

03800



CERTIFICATION OF OWNERSHIP

03786
C27-5

EASEMENT AGREEMENT

REC G100 PAGE 288

This Agreement made as of February 15, 1978, by and between ANNA M. STAFFORD, Widow, of New Castle County, Delaware, party of the first part, hereinafter called "Owner", and DELMARVA POWER & LIGHT COMPANY, a Delaware Corporation, party of the second part, hereinafter called "Company".

WITNESSETH:

The Owner for and in consideration of the sum of Two Thousand Six Hundred Ninety-Three and 40/100 Dollars ($2,693.40) does hereby grant, bargain, sell and convey unto Company, its Successors and Assigns, a non-exclusive easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including towers, poles, wires, cables, anchor guides and other apparatus for transmitting and distributing and supplying light, heat and power by electricity, in, on, over, under and across a portion of the premises of the Owner situate in White Clay Creek Hundred, New Castle County, State of Delaware, thirty (30) feet in width, more particularly bounded and described according to a survey and plan dated October 28, 1977, prepared by Mann-Talley, Inc., professional land surveyors, as follows, to-wit:

BEGINNING at a point in the southerly right-of-way line of the Chessie System (Formerly the Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System. Said point also being the northeasterly corner of the right-of-way herein being described, and being further located the six (6) following described courses and distances from the intersection of the said southerly right-of-way line of the Chessie System with the old centerline of Red Mill

03807

C27-6

Road: (1) Along the said southerly right-of-way line of the Chessie System, S 56° 42' 43" W, 378.04' to a point, (2) Thence continuing along the said southerly right-of-way line of the Chessie System, S 69° 59' 38" W, 456.77' to a point, (3) Thence continuing along the said southerly right-of-way line of the Chessie System, S 77° 05' 29" W, 227.86' to a point, (4) Thence continuing along the said southerly right-of-way line of the Chessie System, N 88° 57' 55" W, 295.33' to a point, (5) Thence continuing along the said southerly right-of-way line of the Chessie System, S 83° 07' 27" W, 2392.31' to a point, and (6) Thence continuing along the said southerly right-of-way line of the Chessie System, in part, and through other lands of the Chessie System, in part, S 82° 48' 38" W, 792.58'. Thence from said point of BEGINNING and along the property division line between the right-of-way herein being described and said lands of the Chessie System, in part, and lands of the Castle Properties, in part, S 5° 07' 30" E, 52.28' to a point in the southerly line of the right-of-way herein being described; Thence leaving the said property division line between the right-of-way herein being described and said lands of the Chessie System, in part, and said lands of Castle Properties, in part, through the lands of Anna M. Stafford, and along the said southerly line of the right-of-way herein being described, the three (3) following described courses and distances: (1) Along the said southerly line of the right-of-way herein being described, S 88° 27' 27" W, 226.06' to a point, (2) Thence continuing along the said southerly line of the right-of-way herein being described, S 82° 48' 38" W, 1327.75' to a point, and (3) Thence continuing along the said southerly line of the right-of-way herein being described, S 12° 55' 38" W, 234.49' to a point in the northerly right-of-way line of Newark-Ogletown Road (Route #273); Thence along the said northerly right-of-way line of Newark-Ogletown Road (Route #273), by a curve, to the left, having a radius

of 1472.69', an arc distance of 30.00' to a point in the property division line between the right-of-way herein being described and the lands of Nicholas G. Williams and Patricia, his wife; Thence along the said property division line between the right-of-way herein being described and said lands of Nicholas G. Williams and Patricia, his wife, and parallel to, and distant 30' northerly therefrom, when measured at right angles thereto, the previously described southerly line of the right-of-way herein being described, N 12° 55' 38" E, 255.10' to a point in the said southerly right-of-way line of the Chessie System; Thence along the northerly line of the right-of-way herein being described, said northerly line also being the property line for Anna M. Stafford, and along the said southerly right-of-way line of the Chessie System, and parallel to, and distant 30' northerly therefrom, when measured at right angles thereto, the previously described southerly line of the right-of-way herein being described, N 82° 48' 38" E, 1575.55' to the northeasterly corner of the right-of-way herein being described, the point and place of BEGINNING. Containing within said described metes and bounds 1.3036± acres of land, be the same more or less.

RESERVING, however, unto Anna M. Stafford, her successors and assigns the right to use a 30' wide ingress, egress, and regress easement, across the said right-of-way to be granted by said Anna M. Stafford to Delmarva Power & Light Company, the centerline of which is more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of the Chessie System (formerly the Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System. Said point also being the beginning of the centerline of the right-of-way herein being described, and being further located the six (6) following described courses and distances from the intersection of the said southerly right-of-way line

of the Chessie System with the old centerline of Red Mill Road: (1) Along the said southerly right-of-way line of the Chessie System, S 56° 42' 43" W, 378.04' to a point, (2) Thence continuing along the said southerly right-of-way line of the Chessie System, S 69° 59' 38" W, 456.77' to a point, (3) Thence continuing along the said southerly right-of-way line of the Chessie System, S 77° 05' 29" W, 227.86' to a point, (4) Thence continuing along the said southerly right-of-way line of the Chessie System, N 88° 57' 55" W, 295.33' to a point, (5) Thence continuing along the said southerly right-of-way line of the Chessie System, S 83° 07' 27" W, 2392.31' to a point, and (6) Thence continuing along the said southerly right-of-way line of the Chessie System, in part and through other lands of the Chessie System, in part, S 82° 48' 38" W, 1988.81'. Thence from said point of BEGINNING along the said centerline of the 30' wide ingress, egress and regress easement to be reserved unto Anna M. Stafford, and through the previously described 30' wide right-of-way to be granted to Delmarva Power & Light Company by Anna M. Stafford, the two (2) following described courses and distances: (1) S 20° 41' 22" E, 15.43' to a point, and (2) Thence continuing along said centerline, S 41° 56' 22" E, 18.26' to a point in the southerly line of the previously described right-of-way to be granted to Delmarva Power & Light Company by Anna M. Stafford. Be the contents thereof what they may.

Together with the right of ingress, egress and regress to and over the said right-of-way or easement as may from time to time be required for the use of said easement; provided, however, that all ingress, egress and regress to the easement or right-of-way shall be made only from that portion of the easement where it enters the northerly right-of-way of the Newark-Ogletown Road at the extreme westerly end of Owner's property. There shall be no access to the

right-of-way from other property retained by the Owner.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and to trim, cut down, remove and keep trimmed on the premises of the Owner adjoining same, any and all trees which in the judgment of the Company may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities.

The easement or right-of-way contemplated by this Agreement shall be non-exclusive and the Owner expressly reserves to herself, her heirs and assigns, all rights, privileges and uses not inconsistent with the rights and privileges herein granted. Without limiting the generality of the foregoing, the Owner expressly reserves the right of ingress, egress and regress over, through and on such right-of-way to cross said easement or right-of-way, and to construct thereon a road way for vehicular traffic or railroad right-of-way over and across said right-of-way at such time and at such location as she may elect, and the right to pave the right-of-way if Owner so elects, and to plant crops thereon, subject, however, to the trimming rights of the Company hereinbefore mentioned; provided, however, that the installation of said roadway or railroad siding shall not interfere with the then existing facilities already installed or, in the event the electric facilities have not been installed prior to the proposed installation of a roadway or railroad siding, the Owner shall contact the Company to determine the proposed location of the electric facilities (the Company shall notify the Owner of the proposed location of the electric facilities 30 days from the date the request for the proposed location is requested by the Owner) and such installation of roadway or railroad siding shall not interfere with the proposed location of the planned electric facilities; provided further, however, that no pole, guy wire or other facility shall be so planned or placed by the Company

as to interfere with the existing railroad crossing which is located approximately north of Owner's dwelling house.

The Company shall pay the Owner, her heirs, executors, administrators or assigns, for any and all damages done by the Company from time to time to crops, lands, roads, fences, bridges or other structures of the Owner, her heirs, executors, administrators or assigns, in the course of trimming, cutting down trees or making repairs to, constructing or reconstructing or removing the said facilities or otherwise resulting from the use of the right-of-way. The Company shall not remove, damage, or in any way interfere with the existing fence running along the southerly right-of-way of the B & O Railroad and shall repair all damage it may from time to time cause to said fence. Provided, always however, the Owner, her heirs, executors, administrators or assigns shall have the right to maintain, or to cause the said Railroad to maintain, the said fence in its present location.

The Company shall remove all brush and trees which it trims or cuts down on the aforesaid Thirty (30) foot wide right-of-way and the adjoining property of the Owner. There shall be no burning of brush on the premises included within the right-of-way or on adjoining property of the Owner.

The Company shall at all times indemnify and save harmless the Owner and her heirs, executors, administrators and assigns, and each and all of them, of and from any liability or damages growing out of any claim for property damages or for personal injuries or death to all persons and property, including reasonable attorney fees, resulting from the erection, construction, installation, operation, maintenance, renewal, repair, additions to, relocation and/or removal of the Company's facilities.

The Owner shall not erect nor permit the erection of any structure within the limits of the above described right-

of-way. As herein used for the purpose of this Agreement, the term "Structure" shall not include a roadway, whether paved or not, nor a railroad spur track connecting the Owner's property with the existing tracks of the B & O Railroad adjoining, nor a paved parking area within the right-of-way.

Should the installation of the facilities hereinbefore described result in any additional taxes or governmental assessments to the Owner, over and above those assessed as of July 1, 1976, the Company shall pay all such additional taxes or other assessments resulting therefrom, or reimburse the Owner for such taxes or assessments as may be levied against the Owner.

In the event that the Company shall fail to install any facilities within the right-of-way for a period of ten (10) years from the date hereof, or in the further event that after the original installation of facilities, the Company should remove the facilities and then discontinue using the right-of-way for the purposes herein stated above for a five (5) year period from the date of removal, this non-exclusive easement and right-of-way shall terminate, and the absolute ownership of the property shall revert to the Owner without any consideration being then paid by the Owner to the Company.

The Owner warrants that she has good, marketable, fee simple title at the time of signing this Agreement.

If requested by the Company, the Owner warrants and covenants that she will assist the Company in acquiring the necessary subdivision, or other permits and permission that are or might be necessary from any governmental agency for the Company to acquire said right-of-way and utilize the parcel; provided, however, that all expenses related thereto are to be paid by the Company.

The provisions of this Agreement shall survive settlement and may be enforced by law or in equity by either party.

This Agreement shall be binding on the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set or have caused to be set, their respective hands and seals.

Signed, Sealed and Delivered
in the Presence of:

DELMARVA POWER & LIGHT COMPANY

By: _____
Senior Vice President

Attest: _____
Assistant Secretary

_____

_____
Anna M. Stafford

03814
C27-6

STATE OF DELAWARE)
: SS
NEW CASTLE COUNTY)

REC G100 PAGE 296

BE IT REMEMBERED That on this day of February in the year of our Lord One Thousand Nine Hundred and Seventy-Eight, personally came before me, the Subscriber, a Notary Public for the State of Delaware, , Senior Vice President of Delmarva Power & Light Company, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be the act and deed of the said Company; that the seal thereto affixed is its common and corporate seal; that his signature as Vice President thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said Company.

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

Notary Public

03815
C27-6

STATE OF DELAWARE)
: SS
NEW CASTLE COUNTY)

REC 6100 PAGE 297

BE IT REMEMBERED That, on this day of February, in the year of our Lord One Thousand Nine Hundred and Seventy-Eight, personally came before me, the Subscriber, a Notary Public for the State of Delaware, ANNA M. STAFFORD, party to this Indenture, known to me personally to be such, and she acknowledged this Indenture to be her deed.

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

Notary Public

REC'D FOR RECORD Feb 16 1978 3:05 PM LEO J. DUGAN, Jr. Recorder

03816

C27-6

THIS AGREEMENT Made this 12th day of June, in the year of our Lord one thousand nine hundred and seventy-eight, by and between NICHOLAS G. WILLIAMS and PATRICIA J. WILLIAMS, his wife, parties of the first part, and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware (hereinafter called the "Company") party of the second part,

W I T N E S S E T H:

THAT the said parties of the first part for and in consideration of the sum of TWO THOUSAND DOLLARS ($2,000.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto DELMARVA POWER & LIGHT COMPANY, a corporation as aforesaid, its Successors and Assigns, a perpetual easement and right-of-way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including wood poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, ~~under~~ and across a portion of premises of the parties of the first part situate in White Clay Creek Hundred, New Castle County, State of Delaware, more particularly bounded and described according to a survey of Mann-Talley, Inc., Engineers and Surveyors of Wilmington, Delaware, dated November 1, 1977, as follows to wit:

BEGINNING at a point in the southerly right-of-way line of the Chessie System (formerly the Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System. Said point also being the northeasterly corner of the 30' wide right-of-way herein being described, and being further located the six (6) following described courses and distances from the intersection of the said southerly right-of-way line of the Chessie System with the old centerline of Red Mill Road; (1) Along the

03826

Approved As To Form _____

C27-7

said southerly right-of-way line of the Chessie System, S56°-42'-43"W, 378.04' to a point, (2) Thence continuing along the said southerly right-of-way line of the Chessie System, S69°-59'-38"W, 456.77' to a point, (3) Thence continuing along the said southerly right-of-way line of the Chessie System, S77°-05'-29"W, 227.86' to a point, (4) Thence continuing along the said southerly right-of-way line of the Chessie System, N88°-57'-55"W, 295.33' to a point, (5) Thence continuing along the said southerly right-of-way line of the Chessie System, S83°-07'-27"W, 2392.31' to a point, and (6) Thence continuing along the said southerly right-of-way line of the Chessie System, in part, and through other lands of the Chessie System, in part, S82°-48'-38"W, 2368.13'. Thence from said point of BEGINNING and along the property division line between the 30' wide right-of-way herein being described and lands of Anna M. Stafford, S12°-55'-09"W, 31.95' to a point in the southerly line of the 30' wide right-of-way herein being described; Thence leaving the said property division line between the 30' wide right-of-way herein being described and the said lands of Anna M. Stafford, and along the said southerly line of the 30' wide right-of-way herein being described, S82°-48'-38"W, 120.73' to a point on the property division line for the 30' wide right-of-way herein being described and lands of S & N Cycles, a Partnership; Thence along the said property division line between the 30' wide right-of-way herein being described and the said lands of S & N Cycles, a Partnership, N9°-00'-38"E, 31.24' to a point in the said southerly right-of-way line of the Chessie System; Thence along the northerly line of the 30' wide right-of-way herein being described, said northerly line also being the property line for Nicholas G. Williams, and Patricia, his wife, and along the said southerly right-of-way line of the Chessie System, and parallel to, and distant 30' northerly therefrom, when measured

at right angles thereto, the previously described southerly line of the right-of-way herein being described, N82°-48'-38"E, 123.00' to the northeasterly corner of the right-of-way herein being described, the point and place of BEGINNING. Containing within said described metes and bounds 0.0839± acres of land, be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and trim, cut down, remove and keep trimmed on the premises of the parties of the first part adjoining same on each side thereof, any and all trees which in the judgment of the said Company may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities; also the right of ingress and egress to and over the premises of the parties of the first part as may be required for the enjoyment of the above mentioned right-of-way and rights. The parties of the first part, their heirs, executors, administrators or assigns shall not erect or permit the erection of any structure within the limits of the right-of-way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said Company. The Company shall pay the parties of the first part, their heirs, executors, administrators or assigns for any damages done by the Company to crops, roads, fences, bridges, or other structures of the parties of the first part, their heirs, executors, administrators or assigns in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year aforesaid.

Witness — Nicholas G. Williams (SEAL)

Witness — Patricia J. Williams (SEAL)

03828

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, That on this 12th day of January, in the year of our Lord one thousand nine hundred and seventy-eight, personally came before me, [illegible], a Notary Public for the State of Delaware, NICHOLAS G. WILLIAMS and PATRICIA J. WILLIAMS, parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

[illegible]
Notary Public

03829

THIS AGREEMENT Made this 19th day of June, in the year of our Lord one thousand nine hundred and seventy-eight by and between S & N Cycles, a partnership of New Castle County, State of Delaware, party of the first part, and Delmarva Power & Light Company, a corporation of the State of Delaware (hereinafter called the "Company) party of the second part,

WITNESSETH:

THAT the said party of the first part for and in consideration of the sum of One Thousand Five Hundred Dollars ($1,500.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto DELMARVA POWER & LIGHT COMPANY, a corporation as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including wood poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power. by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in White Clay Creek Hundred, New Castle County, State of Delaware, more particularly bounded and described according to a survey of Mann-Talley, Inc., Engineers and Surveyors of Wilmington, Delaware, dated November 2, 1977, as follows to wit:

BEGINNING at a point in the Southerly right-of-way line of the Chessie System (formerly the Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System. Said point also being the Northeasterly corner of the 30' wide right-of-way herein being described, and being further located the six following described courses and distances from the intersection of the said Southerly right-of-way line of the Chessie System with

Approved As To Form _____

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the old centerline of Red Mill Road: (1) Along the said Southerly right-of-way line of the Chessie System, S56°-42'-43"W, 378.04' to a point, (2) Thence continuing along the said Southerly right-of-way line of the Chessie System, S69°-59'-38"W, 456.77' to a point, (3) Thence continuing along the said Southerly right-of-way line of the Chessie System, S77°-05'-29", 227.66 to a point, (4) Thence continuing along the said southerly right-of-way line of the Chessie System, N88° -57'-55"W, 295.33' to a point, (5) Thence continuing along the said Southerly right-of-way line of the Chessie System, S83°-07'-27"W, 2392.31' to a point, and (6) Thence continuing along the said southerly right-of-way line of the Chessie System, in part, and through other lands of the Chessie System, in part, S82°-48'-38"W, 2491.13'. Thence from said point of BEGINNING and along the property division line between the 30' wide right-of-way herein being described and lands of Nicholas G. Williams and Particia, his wife, S9°-00-38"W, 31.24' to a point in the Southerly line of the 30' wide right-of-way herein being described; Thence leaving the said property division line between the 30' wide right-of-way herein being described and the said lands of Nicholas G. Williams and Particia, his wife, and through the lands of S & N Cycles, a Partnership, and along the said Southerly line of the 30' wide right-of-way herein being described, S82°-48'-38"W, 87.25' to a point on the property division line between the 30' wide right-of-way herein being described and the lands of Banner A. Sheppard and Margaret, his wife; Thence along the said property division line between the 30' wide right-of-way and the said lands of Banner A. Sheppard and Margaret, his wife, N6°-03'-38"E, 30.82' to a point on the said Southerly right-of-way line of the Chessie System; Thence along the Northerly line of the 30' wide right-of-way herein being described, said Northerly line also being the property line for S & N Cycles, a Partnership,

and along the said Southerly right-of-way line of the Chessie System, and parallel, and distant 30' Northerly therefrom, when measured at right angles thereto, the previously described Southerly line of the right-of-way herein being described, N82°-48'-38"E, 38.90' to the Northeasterly corner of the right-of-way herein being described, the point and place of BEGINNING. Containing within said described metes and bounds 0.0607± acres of land, be the same, more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgment of the said Company may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of the party of the first part as may be required for the enjoyment of the above mentioned right-of-way and rights. The party of the first part, its heirs, executors, administrators or assigns shall not erect or permit the erection of any structure within the limits of the right-of-way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said Company. The Company shall pay the party of the first part, its heirs, executors, administrators or assigns for any damage done by the Company to crops, fences, bridges, or other structures of the party of the first part, its heirs, executors, administrators or assigns in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year aforesaid.

S & N CYCLES - A PARTNERSHIP
OF NEW CASTLE COUNTY, STATE OF
DELAWARE

Witness

_____(SEAL)
Gerald B. Naughton
Partner

Witness

_____(SEAL)
Ralph P. Sidore
Partner

03835

STATE OF NEW HAMPSHIRE

BE IT REMEMBERED That on this 19th day of June, in the year of our Lord one thousand nine hundred and Seventy Eight, personally came before me, Lucille Marineau, a Notary Public for the State of New Hampshire, Ralph P. Sidore, Individually, and as a Partner of S & N Cycles, a Partnership of New Castle County, State of Delaware, party to this Indenture, known to me personally to be such and acknowledged the said Indenture to be the act and deed of the said Partnership; that his signature as a Partner is thereto appended is his own proper handwriting.

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

Lucille Marineau
Notary Public

6

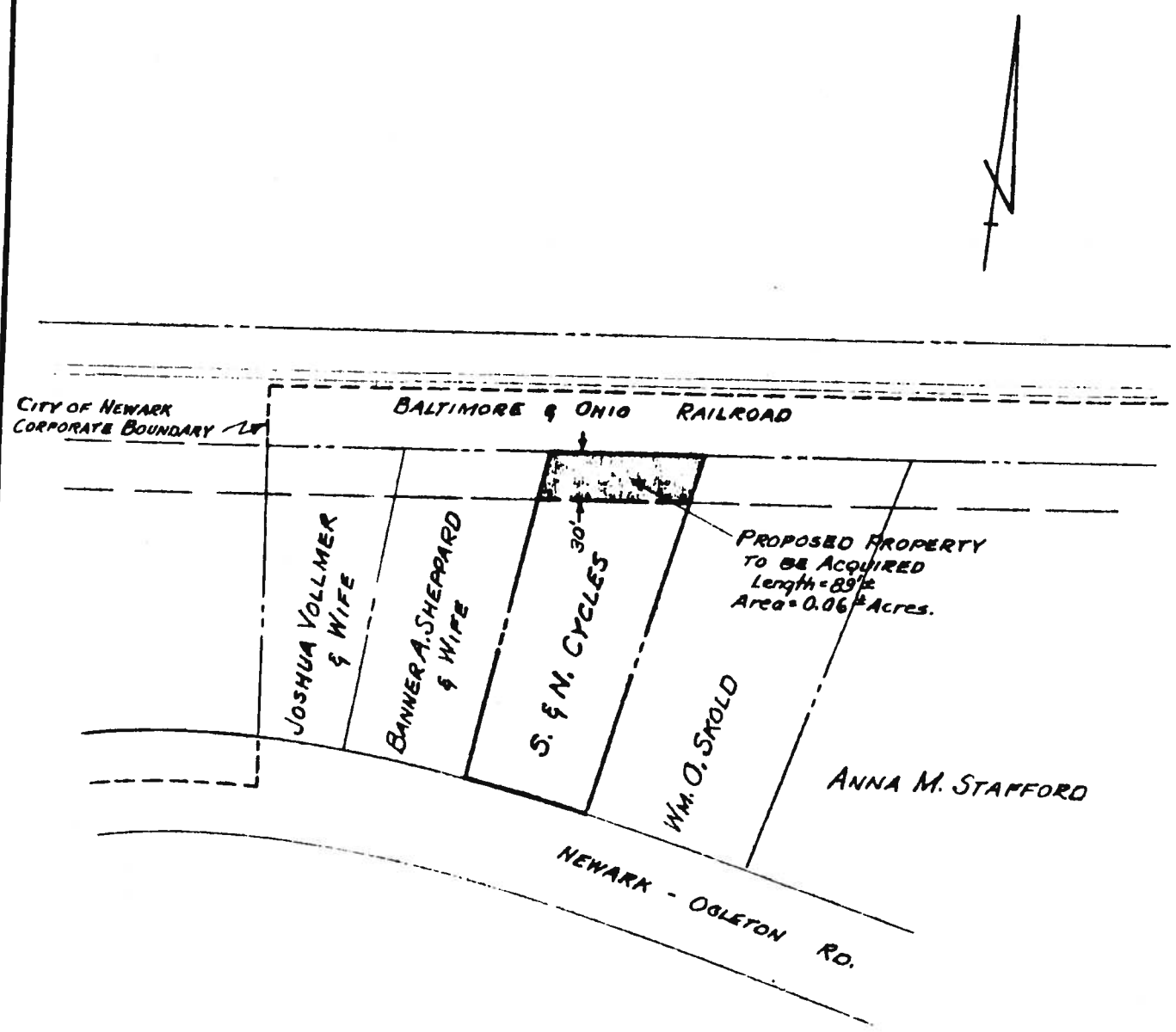
STATE OF DELAWARE)
:SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED That on this 31st day of May, in the year of our Lord one thousand nine hundred and Seventy eight, personally came before me, Charles F. Dalphon, a Notary Public for the State of Delaware, Gerald B. Naughton, Individually and as a Partner of S & N Cycles, a Partnership of New Castle County, State of Delaware, party to this Indenture, known to me personally to be such and acknowledged the said Indenture to be the act and deed of the said Partnership; that his signature as a Partner is thereto appended is his own proper handwriting.

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

Charles F. Dalphon
Notary Public

03827



03831

NOTE: All alleged property lines, measurements, right-of-way details and land markers as shown are intended for an approximate guide only. Exact acreage will be determined by a survey by Delmarva Power & Light Company.

DELMARVA POWER & LIGHT COMPANY
ENGINEERING DEPARTMENT

PROPERTY TO BE ACQUIRED FROM
S. & N. CYCLES
WHITE CLAY CREEK HD., N.C. CO., DEL.

DATE Feb 26, 1976	SCALE 1" = 100'
DRAWN J.M.W.	AUTH. NO.
CHECKED	
APPROVED	
APPROVED	10501 A2-17

THIS AGREEMENT Made this 6th day of June, in the year of our Lord one thousand nine hundred and seventy-eight, by and between BANNER A SHEPPARD and MARGARET H. SHEPPARD, parties of the first part, and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware (hereinafter called the "Company") party of the second part,

W I T N E S S E T H:

THAT the said parties of the first part for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto DELMARVA POWER & LIGHT COMPANY, a corporation as aforesaid, its Successors and Assigns, a perpetual easement and right-of-way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including wood poles, wire, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in White Clay Creek Hundred, New Castle County, State of Delaware, more particularly bounded and described according to a survey of Mann-Talley, Inc., Engineers and Surveyors of Wilmington, Delaware, dated November 9, 1977, as follows to wit:

BEGINNING at a point in the southerly right-of-way line of the Chessie System (formerly the Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System. Said point also being the northeasterly corner of the 30' wide right-of-way herein being described, and being further located the six (6) following described courses and distances from the intersection of the said southerly right-of-way line of the Chessie System with the old centerline of Red Mill Road: (1) Along the

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1510 250

said southerly right-of-way line of the Chessie System, S56°-42'-43"W, 378.04' to a point, (2) Thence continuing along the said southerly right-of-way line of the Chessie System, S69°-59'-38"W, 456.77' to a point, (3) Thence continuing along the said southerly right-of-way line of the Chessie System, S77°-05'-29"W, 227.86' to a point, (4) Thence continuing along the said southerly right-of-way line of the Chessie System, N88°-57'-55"W, 295.33' to a point, (5) Thence continuing along the said southerly right-of-way line of the Chessie System, S83°-07'-27"W, 2392.31' to a point, and (6) Thence continuing along the said southerly right-of-way line of the Chessie System, in part, and through other lands of the Chessie System, in part S82°-48'-38"W, 2580.03'. Thence from said point of BEGINNING and along the property division line between to 30' wide right-of-way herein being described and lands of S & N Cycles, a Partnership, S6°-03'-38"W, 30.82' to a point in the southerly line of the 30' wide right-of-way herein being described; Thence leaving the said property division line between the 30' wide right-of-way herein being described and the said lands of S & N Cycles, a Partnership, and through the lands of Banner A. Sheppard and Margaret, his wife, and along the said southerly line of the 30' wide right-of-way herein being described, S82°-48'-38"W, 85.40' to a point on the property division line for the 30' wide right-of-way herein being described and lands of Eugene Christmann add M. Gail, his wife; Thence along the said property division line between the 30' wide right-of-way herein being described and the said lands of Eugene Christmann and M. Gail, his wife, N3°-08'-08"E, 30.49' to a point in the said southerly right-of-way line of the Chessie System; Thence along the northerly line of the 30' wide right-of-way herein being described, said northerly line also being the property line for Banner A. Sheppard, and Margaret, his wife, and along the said southerly right-of-way line of the Chessie System, and parallel to, and distant 30' northerly therefrom, when measured at right angles thereto, the previously described southerly line

of the right-of-way herein being described, N82°-48'-38"E, 87.00' to the northeasterly corner of the right-of-way herein being described, the point and place of BEGINNING. Containing within said described metes and bounds 0.0594± acres of land, be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and trim, cut down, remove and keep trimmed on the premises of the parties of the first part adjoining same on each side thereof, any and all trees which in the judgment of the said Company may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities; also the right of ingress and egress to and over the premises of the parties of the first part as may be required for the enjoyment of the above mentioned right-of-way and rights. The parties of the first part, their heirs, executors, administrators or assigns shall not erect or permit the erection of any structure within the limits of the right-of-way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said Company. The Company shall pay the parties of the first part, their heirs, executors, administrators or assigns for any damages done by the Company to crops, roads, fences, bridges, or other structures of the parties of the first part, their heirs, executors, administrators or assigns in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year aforesaid.

Witness _____ Banner A. Sheppard _____ (SEAL)

Witness _____ Margaret H. Sheppard _____ (SEAL)

03958

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, That on this 6th day of June, in the year of our Lord one thousand nine hundred and seventy-eight, personally came before me, Charles F. Gallagher, a Notary Public for the State of Delaware, DANIEL A. SHEPPARD and MARGARET H. SHEPPARD, parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

Charles F. Gallagher
Notary Public

THIS AGREEMENT Made this 22nd day of June, in the year of our Lord one thousand nine hundred and seventy-eight, by and between EUGENE CHRISTMANN and M. GAIL CHRISTMANN, his wife, parties of the first part, and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware (hereinafter called the "Company") party of the second part,

W I T N E S S E T H:

THAT the said parties of the first part for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto DELMARVA POWER & LIGHT COMPANY, a corporation as aforesaid, its Successors and Assigns, a perpetual easement and right-of-way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including wood poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the parties of the first part situate in White Clay Creek Hundred, New Castle County, State of Delaware, more particularly bounded and described according to a survey of Mann-Talley, Inc., Engineers and Surveyors of Wilmington, Delaware, dated January 26, 1978, as follows to wit:

BEGINNING at a point in the southerly right-of-way line of the Chessie System (formerly the Baltimore and Philadelphia Railroad Company), hereinafter referred to as the Chessie System. Said point also being the northeasterly corner of the 30' wide right-of-way herein being described, and being further located the six (6) following described courses and distances from the intersection of the said southerly right-of-way line of the Chessie System with the old centerline of Red Mill Road; (1) Along the

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said southerly right-of-way line of the Chessie System, S56°-42'-43"W, 378.04' to a point, (2) Thence continuing along the said southerly right-of-way line of the Chessie System S69°-59'-38"W, 456.77' to a point, (3) Thence continuing along the said southerly right-of-way line of the Chessie System, S77°-05'-29"W, 227.86' to a point, (4) Thence continuing along the said southerly right-of-way line of the Chessie System, N88°-57'-55"W, 295.33' to a point, (5) Thence continuing along the said southerly right-of-way line of the Chessie System, S83°-07'-27"W, 2392.31' to a point, and (6) Thence continuing along the said southerly right-of-way line of the Chessie System, in part, and through other lands of the Chessie System, in part, S82°-48'-38"W, 2667.03'. Thence from said point of BEGINNING and along the property division line between the 30' wide right-of-way herein being described and lands of Banner A. Sheppard and Margaret, his wife, S3°-08'-08"W, 30.49' to a point in the southerly line of the 30' wide right-of-way herein being described; Thence leaving the said property division line between ~~to~~ the 30' wide right-of-way herein being described and the said lands of Banner A. Sheppard and Margaret, his wife, and through the lands of Eugene Christmann and M. Gail, his wife, and along the said southerly line of the 30' wide right-of-way herein being described, S82°-48'-38"W, 75.48' to a point on the property division line for the 30' wide right-of-way herein being described and lands of Southern States, Inc.; Thence along the said property division line between the 30' wide right-of-way herein being described and the said lands of Southern States, Inc., N6°-32'-22"W, 30.00' to a point in the said southerly right-of-way line of the Chessie System; Thence along the northerly line of the 30' wide right-of-way herein being described, said northerly line also being the property line for Eugene Christmann and M. Gail, his wife, and along the said southerly right-of-way line of the Chessie System, and parallel to, and distant 30' northerly therefrom, when measured at right angles thereto, the previously described southerly line of the

right-of-way herein being described, N82°-48'-38"E, 80.60' to the northeasterly corner of the right-of-way herein being described, the point and place of BEGINNING. Containing within said described metes and bounds 0.0537± acres of land, be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and trim, cut down, remove and keep trimmed on the premises of the parties of the first part adjoining same on each side thereof, any and all trees which in the judgment of the said Company may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities; also the right of ingress and egress to and over the premises of the parties of the first part as may be required for the enjoyment of the above mentioned right-of-way and rights. The parties of the first part, their heirs, executors, administrators or assigns shall not erect or permit the erection of any structure within the limits of the right-of-way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said Company. The Company shall pay the parties of the first part, their heirs, executors, administrators or assigns for any damages done by the Company to crops, roads, fences, bridges, or other structures of the parties of the first part, their heirs, executors, administrators or assigns in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year aforesaid.

Witness

Eugene Christmann (SEAL)

Witness

M. Gail Christmann (SEAL)

03866

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, That on this 27 day of June, in the year of our Lord one thousand nine hundred and seventy-eight, personally came before me, Charles Christmann, a Notary Public for the State of Delaware, EUGENE CHRISTMANN and M. GAIL CHRISTMANN, parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

Charles E. Christmann
Notary Public

03967

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1

ASSIGNMENT OF PERPETUAL EASEMENT
AND RIGHT OF WAY (UTILITY)

REC F108 PAGE 12

3098 THIS AGREEMENT, made this 9th day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with SOUTHERN STATES COOPERATIVE, INCORPORATED, a Virginia corporation,
dated October 15, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record D, Volume 108, Page 11, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

12 H-1

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: Betty Jane Street
City Secretary

By: Peter Marshall
City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 9th day of November, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

79

3

THIS AGREEMENT made this 15th day of October, in the year of our Lord one thousand nine hundred and seventy-nine by and between Southern States Cooperative, Incorporated, a Virginia Corporation, party of the first part, and City of Newark, Delaware, incorporated in the State of Delaware, hereinafter called the "City" party of the second part,

W I T N E S S E T H:

THAT the said party of the first part for and in consideration of the sum of Thirteen Thousand Nine Hundred and Sixty Seven Dollars ($13,967.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including poles, (except there are to be no additional poles placed in the area marked "No Additional Poles to be Installed in Shaded Area" on the attached plan marked "Exhibit A" attached hereto and made a part hereof) wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in the City of Newark, County of New Castle, State of Delaware, more particularly bounded and described according to a survey of Zebley & Associates, Inc., Surveyors of Wilmington, Delaware, dated June 12, 1979, as follows to wit:

BEGINNING at a point on the Northerly side of the right of way herein being described, said point also being on the Southerly side of the railroad right of way for lands of the Chessie System, Inc., at varying widths and further located along the said Southerly side of the railroad right of way for said lands of the Chessie System, Inc., the four (4) following described courses and

distances from its intersection thereof with the Southeasterly side of Robert Kirkwood Highway, Delaware Route 2 at varying widths: (1) N 82° -47'-30" E, 104.94' to a point; (2) S 5° -42'-30" E, 10.64' to a point; (3) N 32° -47'-30" E, 1384.34' to a point; and (4) N 18° -07'-50" W, 6.14'; thence from said point of Beginning continuing along the said Southerly side of the railroad right of way for lands of the Chessie System Inc. and along the said Northerly side of the right of way herein being described N 82° -47' -30" E, 913.96' to a point in line lands of Eugene Christmann and Gail M. Christmann, his wife, said point also being on the Westerly side of a right of way granted or about to be granted to Delmarva Power & Light Company by Eugene Christmann and wife; thence along said lands of Eugene Christmann and wife and along the Westerly side of a right of way granted or about to be granted to Delmarva Power & Light Company by Eugene Christmann and wife, in part, and along the Easterly side of the right of way herein being described S 6° -33'-30" E, 36.03' to a point on the Southerly side of the right of way herein being described; thence through lands of Southern States Cooperative Incorporated and along the said Southerly side of the right of way herein being described the nine (9) following described courses and distances: (1) S 82° -47'-30" W, 334.42' to a point; (2) N 7° -12'-30" W, 11.50' to a point; (3) S 82° -47'-30" W, 103.00' to a point; (4) S 7° -12' -30" E, 11.50' to a point; (5) S 82° -47'-30" W, 259.00' to a point; (6) N 7° -12'-30" W, 22.00' to a point; (7) S 82° -47'-30" W, 73.00' to a point; (8) S 7° -12'-30" E, 22.00' to a point; and (9) S 82° -47'-30" W, 137.18' to a point in line of lands of 84 Lumber Company, said point also being on the Southerly side of a right of way granted or about to be granted to the City of Newark by 84 Lumber Company; thence along said lands of 84 Lumber Company and along the Westerly side of the right of way herein being described

and along the Easterly side of a right of way granted or about to be granted to the City of Newark by 84 Lumber Company, in part, and along said lands of the Chessie System Inc., in part, N 18° -07' -50" W, 36.69' to the point and place of Beginning. Containing within said described metes and bounds 30,004 square feet or 0.6888 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right of way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgement of the said City may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of the party of the first part as may be required for the enjoyment of the above mentioned right of way and rights. The party of the first part, its successors and assigns shall not erect or permit the erection of any structure within the limits of the right of way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the right of said City. The City shall pay the party of the first part, its successors or assigns for any damages done by the City to roads, fences, bridges, or other structures of the party of the first part, its successors or assigns in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year aforesaid.

SOUTHERN STATES COOPERATIVE, INCORPORATED

Witness

(SEAL)
~~President~~ Senior Vice President - Operations

Attest
Secretary

6

STATE OF VIRGINIA)
: SS
COUNTY OF HENRICO)

BE IT REMEMBERED that on this 15th day of October, in the year of our Lord one thousand nine hundred and seventy nine, personally came before me, Jane C. Martinez, a Notary Public for the State of Virginia, City of Richmond, Jane C. Jones of SOUTHERN STATES COOPERATIVE, INCORPORATED, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be the act and deed of the said Company; that the seal thereto affixed is its common and corporate seal; that his signature as Senior Vice President - Operations thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same way duly authorized by a resolution of the Board of Directors of the said Company.

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

Jane C. Martinez
NOTARY PUBLIC

$12.00 S-7419-3

ASSIGNMENT OF PERPETUAL EASEMENT
AND RIGHT OF WAY (UTILITY)

2923

THIS AGREEMENT, made this 9th day of August, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with 84 LUMBER COMPANY, a corporation of the Commonwealth of Pennsylvania.
dated August 22, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record P, Volume 107, Page 190, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

12H-2

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: _____ City Secretary

By: _____ City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 9th day of March, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

1979

_____
Notary Public

THIS AGREEMENT made this 22 day of August, 1979 in the year of our Lord one thousand nine hundred and seventy-nine, by and between 84 Lumber Company, a corporation of the Commonwealth of Pennsylvania, party of the first part, and City of Newark, Delaware, incorporated in the State of Delaware (hereinafter called the "City") party of the second part,

W I T N E S S E T H:

That the said party of the first part for and in consideration of the sum of Twelve Thousand Dollars ($12,000.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including poles (except that there are to be no poles installed in the area marked "No Structures to be Installed by City in the Shaded Area" on the attached plan marked "Exhibit A" attached hereto and made a part hereof), wires, cables, anchor guys and other apparatus for the transmitting, distributing and supplying light, heat, and power by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in the City of Newark, State of Delaware, more particularly bounded and described according to a survey of Zebley & Associates, Inc., Surveyors of Wilmington, Delaware, dated June 12, 1979, as follows to wit:

BEGINNING at a point on the Northerly side of the right of way herein being described, said point being on the Southerly side of the railroad right of way for lands of the Chessie System, Inc., at varying widths, said point also being a common corner for lands of 84 Lumber Company and lands of the R. T. French Company and further located along the said Southerly side of the railroad right of way for lands of the Chessie System, Inc., the three (3)

following described courses from its intersection thereof with the Easterly side of Robert Kirkwood Highway, Delaware Route No. 2 at varying widths: (1) N 82° -47'-30" E, 104.94' to a point; (2) S 5° -42'-30" E. 10.64' to a point; and (3) N 82° -47'-30" E, 693.90'; thence from said point of Beginning continuing along the said Southerly side of the railroad right of way for lands of the Chessie System, Inc., and along the said Northerly side of the right of way herein being described N 82° -47'-30" E, 690.44' to a point in line of lands of Southern States of Newark, said point being on the Easterly side of the right of way herein being described and the Westerly side of a right of way granted or about to be granted to the City of Newark by Southern States of Newark; thence along said lands of Southern States of Newark and along the said Easterly side of the right of way herein being described and along the said Westerly side of a right of way granted or about to be granted to the City of Newark by Southern States of Newark, S 18° -07'-50" E, 30.55' to a point on the Southerly side of the right of way herein being described; thence through said lands of 84 Lumber Company and along the said Southerly side of the right of way herein being described S 82° -47'-30" W, 696.23' to a point in line of said lands of the R. T. French Company, said point being on the Westerly side of the right of way herein being described and on the Easterly side of a right of way granted or about to be granted to the City of Newark, by the R. T. French Company; thence along said lands of R. T. French Company and along the said Westerly side of the right of way herein being described and along the said Easterly side of the right of way granted or about to be granted to the City of Newark by the R. T. French Company N 7° -12' -30" W, 30.00' to a point on the said Southerly side of the railroad right of way for lands of the Chessie System, Inc., the point and place of Beginning. Containing within said described metes and

bounds 20,800 square feet or 0.4775 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right of way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgement of the said City may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of the party of the first part as may be required for the enjoyment of the above mentioned right of way and rights. The party of the first part, its successors and assigns shall not erect or permit the erection of any structure within the limits of the right of way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said City. The City shall pay the party of the first part, its successors or assigns for any damages done by the City to roads, fences, bridges, or other structures of the party of the first part, its successors or assigns in the course of making repairs to or reconstructing or removing the said facilities. The City warrants that the installation of facilities will not interfere with the existing railroad siding.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year aforesaid.

84 LUMBER COMPANY

Witness _____ President _____ (SEAL)

Attest _____
Secretary

REC P107 PAGE 193

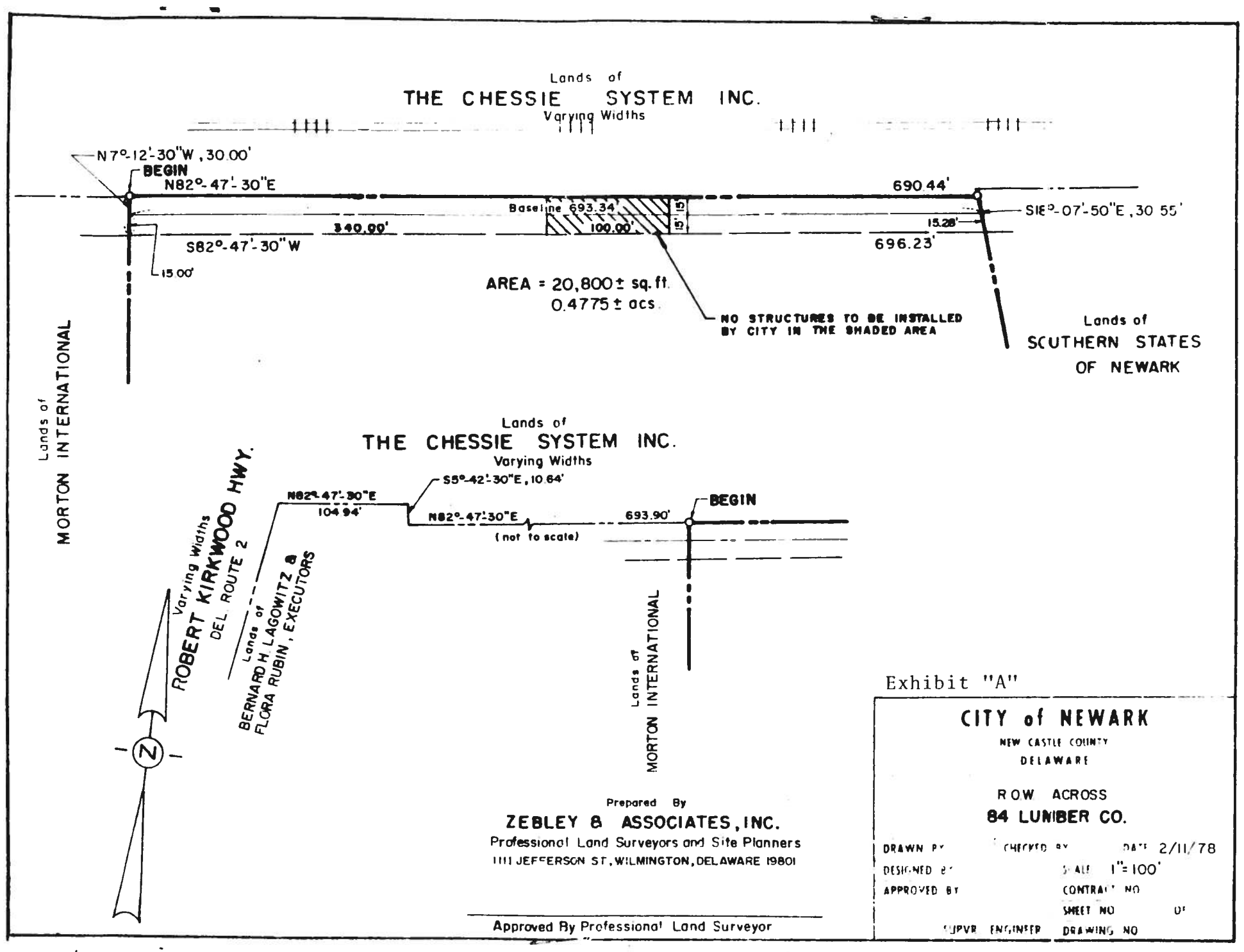
COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF)

BE IT REMEMBERED, that on this _____ day of _____, 1979, personally came before me, the Subscriber, a Notary Public for the County and Commonwealth aforesaid, _____, President of 84 Lumber Company, a corporation of the State of Pennsylvania, party to this Indenture, known to me personally to be such, and acknowledge this Indenture to be his act and deed and the act and deed of said corporation, and that the signature affixed is that of the President thereto 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 delivery 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.

NOTARY PUBLIC

Richard E. Brunton, Notary Public
North Strabane Township, Washington County
My Commission Expires Nov. 8, 1982
Member, Pennsylvania Association of Notaries



*12 02 S-7419-2

ASSIGNMENT OF PERPETUAL EASEMENT
AND RIGHT OF WAY (UTILITY)

REC C108 PAGE 331

2918 THIS AGREEMENT, made this 9th day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with THE R. T. FRENCH COMPANY, a Delaware corporation,
dated October 16, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record U, Volume 107, Page 247, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

12 H-8

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: _____ City Secretary

By: _____ City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 9th day of November, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____
Notary Public

THIS AGREEMENT, Made this 16th day of December, in the year of our Lord one thousand nine hundred and seventy-nine, by and between THE R. T. FRENCH COMPANY, a Delaware corporation, party of the first part, and the CITY OF NEWARK, Delaware, incorporated in the State of Delaware (hereinafter called the "City") party of the second part.

W I T N E S S E T H:

THAT the said party of the first part, for and in consideration of the sum of FIVE THOUSAND ONE HUNDRED DOLLARS ($5,100.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including poles (except that there are to be no ~~poles~~ structures installed in the area marked "no structures to be installed in the shaded area by the City", on the attached Plan marked "Exhibit A" attached hereto and made a part hereof), wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power by electricity, in, on, over, under and across a portion of premises of the party of the first part, situate in the City of Newark, State of Delaware, more particularly bounded and described according to a survey of Zebley & Associates, Inc., Surveyors, of Wilmington, Delaware, dated June 12, 1979, as follows, to-wit:

BEGINNING at a point on the northerly side of the right-of-way herein being described, said point also being on the southerly side of the railroad right-of-way for lands of the Chessie System, Inc. at varying widths, said point also being a common corner for lands of The R. T. French Company and lands of Aetna Hose Hook and Ladder Company and further located

03988

C27-13

Approved as to form:

along the said southerly side of the railroad right-of-way for lands of the Chessie System, Inc. the three (3) following described courses and distances from its intersection thereof with the easterly side of Robert Kirkwood Highway, Delaware Route No. 2, at varying widths: (1) North 82°-47'-30" E, 104.94' to a point; (2) S 5°-42'-30" E, 10.64' to a point; and (3) N 82°-47'-30" E, 193.90'; thence from said point of Beginning continuing along the said southerly side of the railroad right-of-way for lands of the Chessie System, Inc. and along the said northerly side of the right-of-way herein being described, N 82°-47'-30" E, 500.00' to a corner for lands of 84 Lumber Company, said point also being on the easterly side of the right-of-way herein being described and on the westerly side of the right-of-way granted or about to be granted to the City of Newark by 84 Lumber Company; thence along said lands of 84 Lumber Company and along the said easterly side of the right-of-way herein being described and along the said westerly side of a right-of-way granted or about to be granted to the City of Newark by 84 Lumber Company, S 7°-12'-30" E, 30.00' to a point on the southerly side of the right-of-way herein being described; thence through said lands of The R. T. French Company and along the said southerly side of the right-of-way herein being described, the five (5) following described courses and distances: (1) S 82°-47'-30" W, 144.59' to a point; (2) N 7°-12'-30" W, 11.00' to a point; (3) S 82°-47'-30" W, 250.00' to a point; (4) S 7°-12'-30" E, 11.00' to a point; and (5) S 82°-47'-30" W, 106.20' to a point in line of said lands of Aetna Hose Hook & Ladder Company, said point also being on the westerly side of the right-of-way herein being described and on the easterly side of a right-of-way granted or about to be granted to the City of Newark by Aetna Hose Hook & Ladder Company; thence along said lands of Aetna Hose Hook & Ladder Company and along the said westerly side of the right-of-way herein being described and along the said easterly

side of a right-of-way granted or about to be granted to the City of Newark by Aetna Hose Hook & Ladder Company N 5°-42'-30" W, 30.01' to a point on the said southerly side of the railroad right-of-way for lands of the Chessie System, Inc. the point and place of Beginning. Containing within said described metes and bounds 12,262 square feet or 0.2815 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgment of the said City many endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of the party of the first part as may be required for the enjoyment of the above mentioned right-of-way and rights. The party of the first part, its Successors and Assigns shall not erect or permit the erection of any structure within the limits of the right-of-way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said City. The City shall pay the party of the first part, its Successors or Assigns for any damages done by the City to crops, roads, fences, bridges, or other structures of the party of the first part, its Successors or Assigns, in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its Hand and Seal, the day and year aforesaid.

Witness:

THE R. T. FRENCH COMPANY

By: _____ (Seal)
President

Attest: _____ (Seal)
Secretary

6

STATE OF New York)
COUNTY OF Monroe) : SS

BE IT REMEMBERED That on this 19th day of September, in the year of our Lord one thousand nine hundred and seventy-nine, personally came before me, A Richard Hatfield Jr, a Notary Public for the State of New York, Robert T. Silkett, the President of The R. T. French Company, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be the act and deed of the said Company; that the seal thereto affixed is its common and corporate seal; that his signature as President thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said Company.

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

A Richard Hatfield Jr

Notary Public
A. RICHARD HATFIELD, JR.
NOTARY PUBLIC, State of N.Y., Monroe County
My Commission Expires March 30, 1980

03991

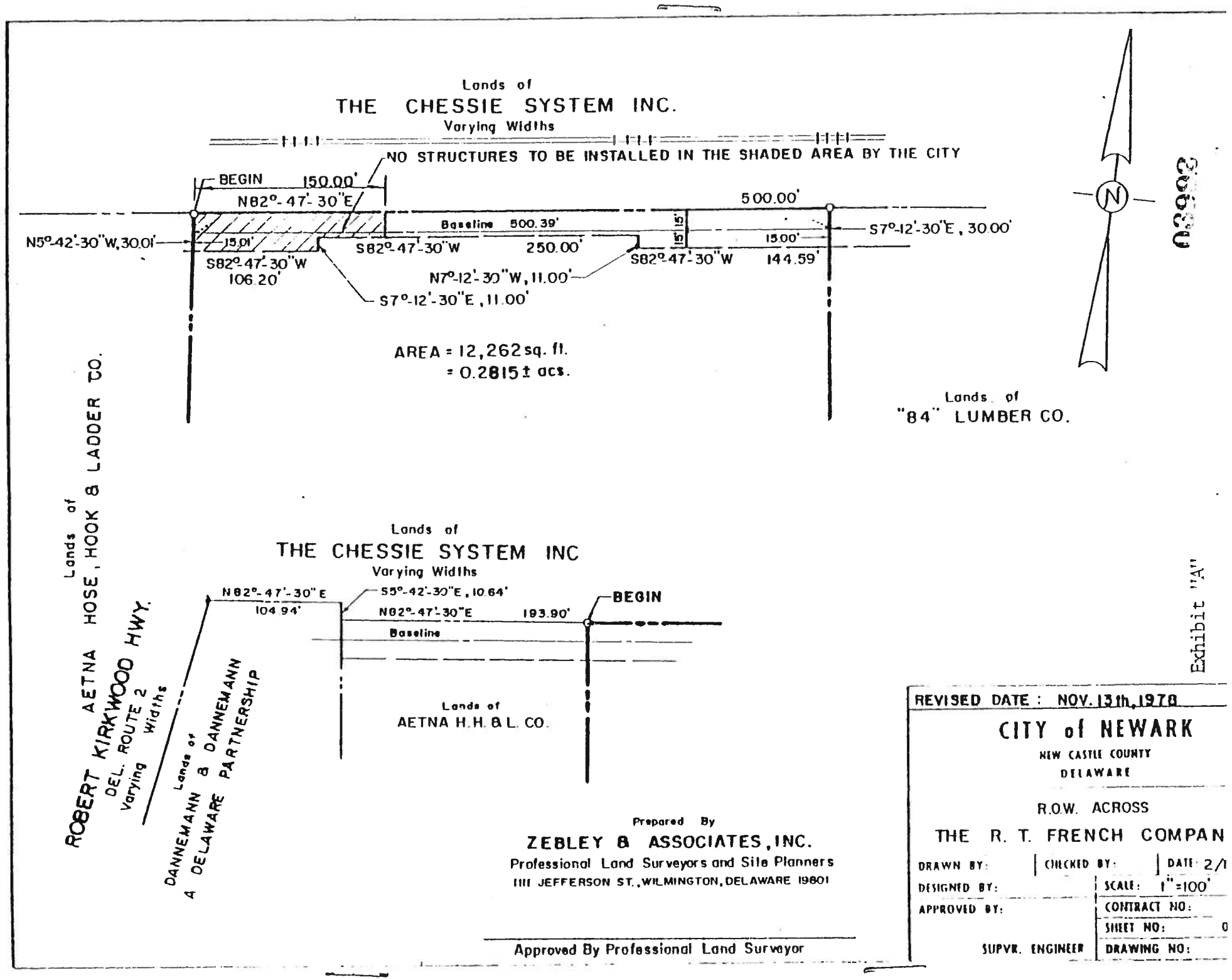

Lands of
THE CHESSIE SYSTEM INC.
Varying Widths
NO STRUCTURES TO BE INSTALLED IN THE SHADED AREA BY THE CITY
BEGIN
150.00'
N82°-47'-30"E
500.00'
Baseline 500.39'
N5°-42'-30"W, 30.01'
15.01'
S82°-47'-30"W
250.00'
15.00'
S7°-12'-30"E, 30.00'
S82°-47'-30"W
106.20'
N7°-12'-30"W, 11.00'
S82°-47'-30"W
144.59'
S7°-12'-30"E, 11.00'
AREA = 12,262 sq. ft.
= 0.2815± acs.
Lands of
"84" LUMBER CO.
Lands of
AETNA HOSE, HOOK & LADDER CO.
Lands of
THE CHESSIE SYSTEM INC
Varying Widths
N82°-47'-30"E
104.94'
S5°-42'-30"E, 10.64'
N82°-47'-30"E
193.90'
BEGIN
Baseline
ROBERT KIRKWOOD HWY.
DEL. ROUTE 2
Varying Widths
Lands of
DANNEMANN & DANNEMANN
A DELAWARE PARTNERSHIP
Lands of
AETNA H.H. & L. CO.
Prepared By
ZEBLEY & ASSOCIATES, INC.
Professional Land Surveyors and Site Planners
1111 JEFFERSON ST., WILMINGTON, DELAWARE 19801
Approved By Professional Land Surveyor
REVISED DATE: NOV. 13th, 1978
CITY of NEWARK
NEW CASTLE COUNTY
DELAWARE
R.O.W. ACROSS
THE R. T. FRENCH COMPAN
DRAWN BY:
CHECKED BY:
DATE: 2/1
DESIGNED BY:
SCALE: 1"=100'
APPROVED BY:
CONTRACT NO:
SHEET NO:
SUPVR. ENGINEER
DRAWING NO:

Exhibit "A"

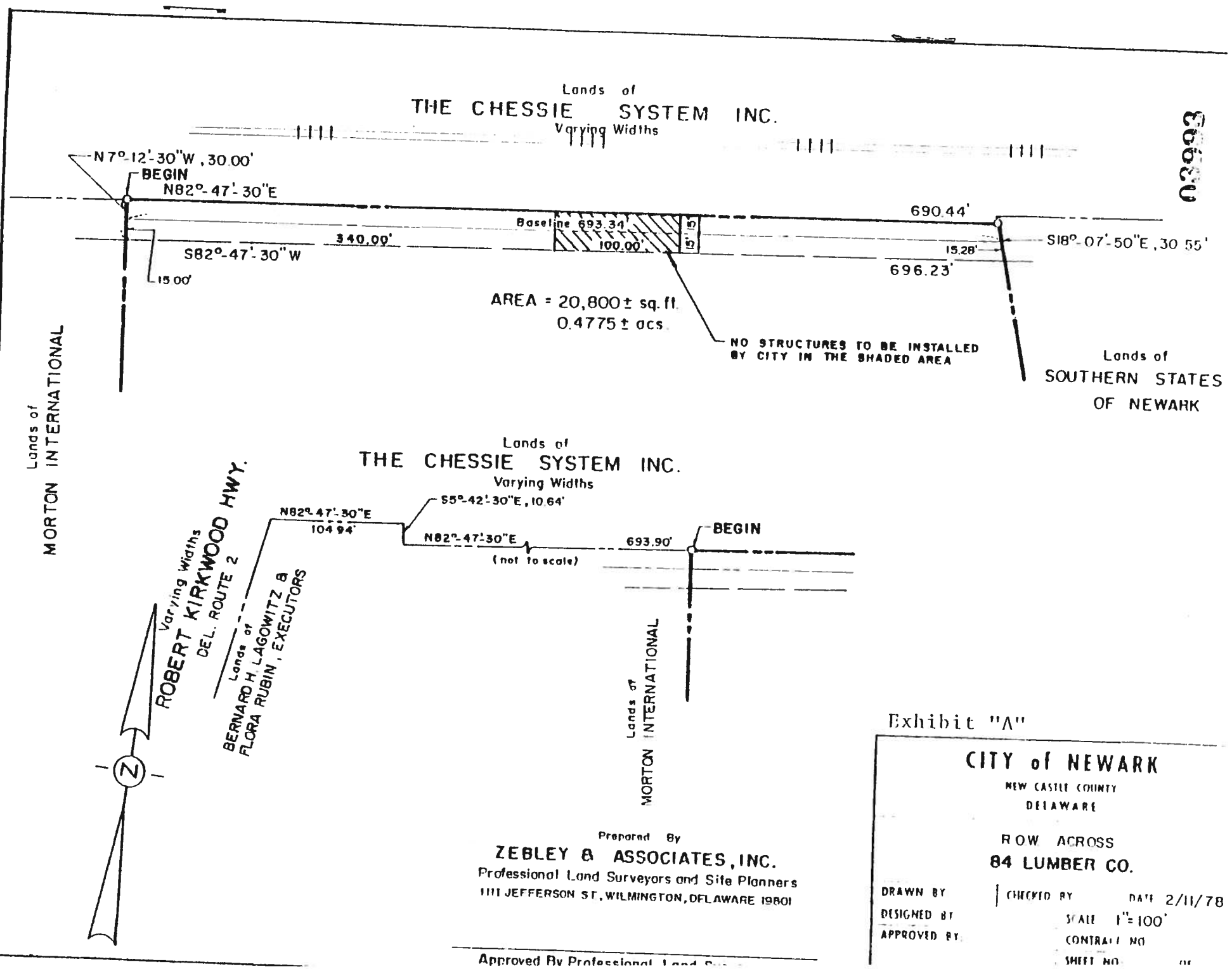


Exhibit "A"

CITY of NEWARK

NEW CASTLE COUNTY
DELAWARE

ROW ACROSS
84 LUMBER CO.

Prepared By
ZEBLEY & ASSOCIATES, INC.
Professional Land Surveyors and Site Planners
1111 JEFFERSON ST., WILMINGTON, DELAWARE 19801

DRAWN BY	CHECKED BY	DATE 2/11/78
DESIGNED BY		SCALE 1" = 100'
APPROVED BY		CONTRACT NO
		SHEET NO

Approved By Professional Land Su

$12.00 S-7419-1

REC C108 PAGE 339

2922

ASSIGNMENT OF PERPETUAL EASEMENT
AND RIGHT OF WAY (UTILITY)

THIS AGREEMENT, made this 9th day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with AETNA HOSE, HOOK and LADDER COMPANY, of Newark, Delaware, a Delaware corporation, dated September 12, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record P, Volume 107, Page 207, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: _____ City Secretary

By: _____ City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 9th day of December, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____
Notary Public

REC P107 PAGE 207

THIS AGREEMENT Made this 12th day of September, in the year of our Lord one thousand nine hundred and seventy-nine, by and between AETNA HOSE HOOK and LADDER COMPANY, of Newark, Delaware, a Delaware corporation, party of the first part, and CITY OF NEWARK, Delaware, incorporated in the State of Delaware (hereinafter called the "CITY"), party of the second part.

W I T N E S S E T H:

THAT the said party of the first part for and in consideration of the sum of TWO THOUSAND FOUR HUNDRED THREE DOLLARS ($2,403.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right-of-way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including poles (except that the installation of poles shall be limited to the areas marked "Steel Poles to be installed in Shaded Area Only" on the attached plan, marked Exhibit "A", attached hereto and made a part hereof), wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in the City of Newark, State of Delaware, more particularly bounded and described according to a survey of Zebley & Associates, Inc., Surveyors of Wilmington, Delaware, dated July 5, 1979, as follows, to-wit:

BEGINNING at a point on the northerly side of the 30' wide right-of-way herein being described, said point also being on the southerly side of the railroad right-of-way for lands of the Chessie System Inc., at varying widths, said point also being in line of lands of Dannemann & Dannemann, a Delaware Partnership, and on the northerly side of a 30' wide

Approved as to form: _____

right-of-way granted or about to be granted to the City of Newark by said Dannemann & Dannemann, a Delaware Partnership, further located along the said southerly side of the railroad right-of-way for lands of the Chessie System, Inc. the two (2) following described courses and distances from its intersection thereof with the easterly side of Robert Kirkwood Highway, Delaware Route No. 2, at varying widths: (1) N 82°-47'-30" E, 104.94' to a point; and (2) S 5°-42'-30" E, 10.64'; thence from said point of Beginning continuing along the said southerly side of the railroad right-of-way for lands of the Chessie System, Inc. and along the said northerly side of the 30' wide right-of-way herein being described N 82°-47'-30" E, 193.90' to a corner for lands now or formerly of the R. T. French Company, said point also being on the northerly side of a right-of-way granted or about to be granted to the City of Newark by the R. T. French Company; thence along said lands of the R. T. French Company and along the easterly side of the 30' wide right-of-way herein being described and along the westerly side of a right-of-way granted or about to be granted to the City of Newark by the R. T. French Company, S 5°-42'-30" E, 30.01' to a point on the southerly side of the 30' wide right-of-way herein being described, said point also being on the southerly side of the right-of-way granted or about to be granted to the City of Newark by the R. T. French Company; thence through said lands of Aetna Hose Hook & Ladder Company and along the said southerly side of a 30' wide right-of-way herein being described S 82°-47'-30" W, 193.90' to a point in line of said lands of Dannemann & Dannemann, a Delaware Partnership, said point also being on the southerly side of a 30' wide right-of-way granted or about to be granted to the City of Newark by Dannemann & Dannemann, a Delaware Partnership; thence along said lands of Dannemann & Dannemann, a Delaware Partnership, and along the westerly side of the 30' wide right-of-way herein being described and along the easterly side of a 30' wide right-of-way granted or about to be granted to the City of Newark by Dannemann & Dannemann, a Delaware Partnership, N 5°-42'-30" W, 30.01' to a point on the said southerly side of the railroad right-of-way for lands of the Chessie System, Inc. the point and place of Beginning. Containing within said described metes and bounds 5,817 square feet of land or 0.1335 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right-of-way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgment of the said City may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of the party of the first part as may be required for the enjoyment of the above mentioned right-of-way and rights. The party of the first part, its Successors or Assigns, shall not erect or permit the erection of any structure within the limits of the right-of-way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said City. The City shall pay the party of the first part, its Successors or Assigns for any damages done by the City to crops, roads, fences, bridges, or other structures of the party of the first part, its Successors or Assigns in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said party of the first part has here unto set its hand and seal, the day and year aforesaid.

Witness:

AETNA HOSE HOOK and LADDER COMPANY, of Newark, Delaware

By: _____ (Seal)
President

Attest: _____ (Seal)
Secretary

6

REC P107 PAGE 210

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED That on this 12th day of September, in the year of our Lord one thousand nine hundred and Seventy Nine, personally came before me, Richard F. McGowan, a Notary Public for the State of Delaware, Howes F. Ward, Jr., the President of Aetna Hose Hook and Ladder Company, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be the act and deed of the said Company; that the seal thereto affixed is its common and corporate seal; that his signature as President thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said Company.

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

NOTARY PUBLIC

REC'D FOR RECORD OCT 4 '79 Jr Recorder

REC P107 PAGE 211

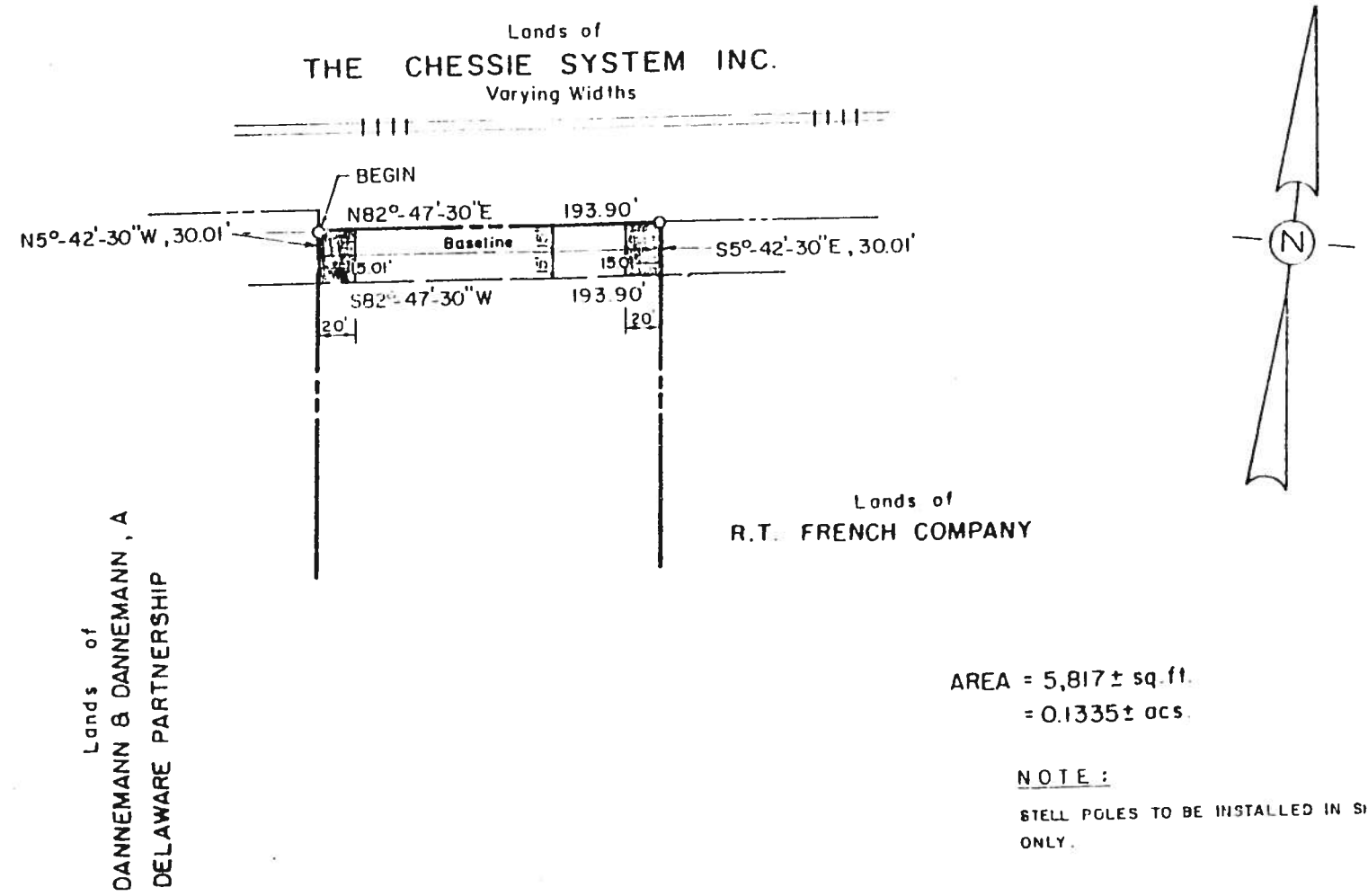
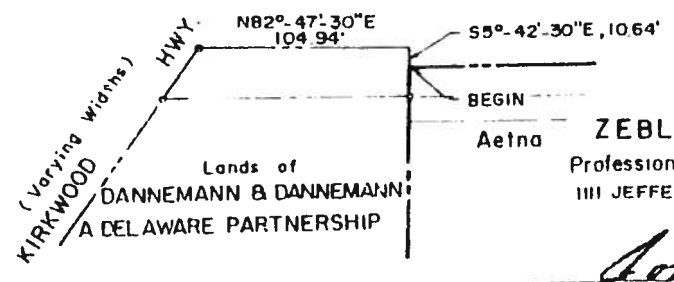


Exhibit "A"

AREA = 5,817± sq.ft.
= 0.1335± acs.

NOTE:

STELL POLES TO BE INSTALLED IN SHADED AREAS ONLY.



Prepared By
ZEBLEY & ASSOCIATES, INC.
Professional Land Surveyors and Site Planners
1111 JEFFERSON ST., WILMINGTON, DELAWARE 19801

John E. Zebley
Approved By Professional Land Surveyor

CITY of NEWARK
NEW CASTLE COUNTY
DELAWARE

R.O.W. ACROSS
AETNA HOSE HOOK & LADDER CO

DRAWN BY:	CHECKED BY:	DATE: 7/5
DESIGNED BY:		SCALE: 1"=100'
APPROVED BY:		CONTRACT NO:
		SHEET NO: OF
SUPVR. ENGINEER		DRAWING NO:

8

RECEIVED FOR RECORD

OCT 4 1979

LEO J. DUGAN, Jr., Recorder

24 75

INDEXED

LAW OFFICES

STATE OF DELAWARE,
NEW CASTLE COUNTY, } SS.

Recorded in the Recorder's Office in
Wilmington, in DEED Record P Vol. 107
Page 207 &c, the 4th day of Oct
A. D., 19 79

Witness my hand and c

Leo J. Dugan

Recorder

By

Deputy

$12.00 S-7419

11-13-79

REC C108 PAGE 343

ASSIGNMENT OF PERPETUAL EASEMENT
AND RIGHT OF WAY (UTILITY)

2924

THIS AGREEMENT, made this 9th day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with DANNEMANN and DANNEMANN, a Delaware Partnership,

dated August 21, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record P, Volume 107, Page 165, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: _____ City Secretary

By: _____ City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 6th day of November, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____ Notary Public

REC'D FOR RECORD NOV 13 1979 LEO J. DUGAN, Jr. Recorder

THIS AGREEMENT made this 21st day of August in the year of our Lord one thousand nine hundred and seventy-nine, by and between Dannemann and Dannemann, a Delaware Partnership, party of the first part, and City of Newark, Delaware, incorporated in the State of Delaware (hereinafter called the "City") party of the second part,

W I T N E S S E T H:

THAT the said party of the first part for and in consideration of the sum of Seven Hundred and Thirty-One Dollars ($731.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including wires and or cables, (limited to overhang only) for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in the City of Newark, State of Delaware, more particularly bounded and described according to a survey of Zebley & Associates, Inc., Surveyors of Wilmington, Delaware, dated July 5, 1979, as follows to wit:

BEGINNING at a point formed by the intersection of the Northerly side of the 30' wide right of way herein being described with the Easterly side of the Robert Kirkwood Highway, Delaware Route No. 2 at varying widths; thence from said point of Beginning through lands of Dannemann & Dannemann a Delaware Partnership and along the said Northerly side of the 30' wide right of way herein being described N 82° -47'-30" E, 112.44' to a point in line of lands of Aetna Hose Hook & Ladder Company, said point also being on the Northerly side of a 30' wide right of way granted or about

Approved As To Form_____

to be granted to the City of Newark, by Aetna Hose Hook & Ladder Company; thence along said lands of Aetna Hose Hook & Ladder Company and along the Easterly side of the 30' wide right of way herein being described and along the Westerly side of a 30' wide right of way granted or about to be granted to the City of Newark by Aetna Hose Hook & Ladder Company S 5°-42'-30" E, 30.01' to a point on the Southerly side of the 30' wide right of way herein being described, said point also being on the Southerly side of a 30' wide right of way granted or about to be granted to the City of Newark by Aetna Hose Hook & Ladder Company; thence through said lands of Dannemann & Dannemann a Delaware Partnership and along the said Southerly side of the 30' wide right of way herein being described S 82°-47'-30" W, 133.60' to a point on the said Easterly side of Robert Kirkwood Highway, Delaware Route No. 2 thence hereby N 28°-53'-46" E, 37.16' to a point on the said Northerly side of the 30' wide right of way herein being described the point and place of Beginning. Containing within said described metes and bounds 3,691 square feet or 0.0847 acres of land be the same more or less. Subject however to a permanent highway easement being more particularly bounded and described as follows, to wit:

BEGINNING at the point of intersection formed by the Northerly side of 30' wide above described right of way with the Easterly side of Robert Kirkwood Highway, Delaware Route No. 2 at varying widths, said point also being on the Northerly side of the permanent easement herein being described; thence from said point of Beginning through lands of Dannemann & Dannemann a Delaware Partnership and along the Northerly side of the above described 30' wide right of way and along the Northerly side of the permanent easement herein being described N 82°-47'-30" E, 112.44' to a point in line of lands of Aetna Hose Hook & Ladder Company; thence thereby S 5°-42'-30" E, 2.36' to a point; thence through lands of

Dannemann & Dannemann a Delaware Partnership the three (3) following described courses and distances: (1) S 76°-55'-39" W, 72.58' to a point; (2) S 56°-13'-36" W, 22.36' to a point; and (3) S 82°-47'-30" W, 34.65' to a point on the said Easterly side of Robert Kirkwood Highway, Delaware Route No. 2; thence thereby N 28°-58'-46" E, 24.50' to the point and place of Beginning. Containing within said described metes and bounds 1,276 square feet or 0.0293 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right of way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgement of the said City may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of the party of the first part as may be required for the enjoyment of the above mentioned right of way and rights. The party of the first part, its heirs, executors, administrators and assigns shall not erect or permit the erection of any structure within the limits of the right of way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said City. The City shall pay the party of the first part, its heirs, executors, administrators or assigns for any damages done by the City to roads, fences, bridges, or other structures of the party of the first part, its heirs, executors, administrators or assigns in the course of making repairs to or reconstructing or removing the said facilities.

6

REC P107 PAGE 153

IN WITNESS WHEREOF, the said party of the first part has hereinto set its hand and seal the day and year aforesaid.

DANNEMANN & DANNEMANN,
A Delaware General Partnership

Witness

Ernst Dannemann, Partner (SEAL)

as to both
Witness

Terry T. Dannemann, Partner (SEAL)

7

REC P107 PAGE 169

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, That on this 21st day of August, in the year of our Lord one thousand nine hundred and seventy-nine, personally came before me, Robert L. Thomas, a Notary Public for the State of Delaware, Ernst Dannemann and Terry T. Dannemann, general partners, parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

Robert L. Thomas
Notary Public

ROBERT L. THOMAS
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES
RECEIVED
TIME
DATE
1979

REC'D FOR RECORD OCT 4 1979 HO J. DUGAN, Jr. Recorder

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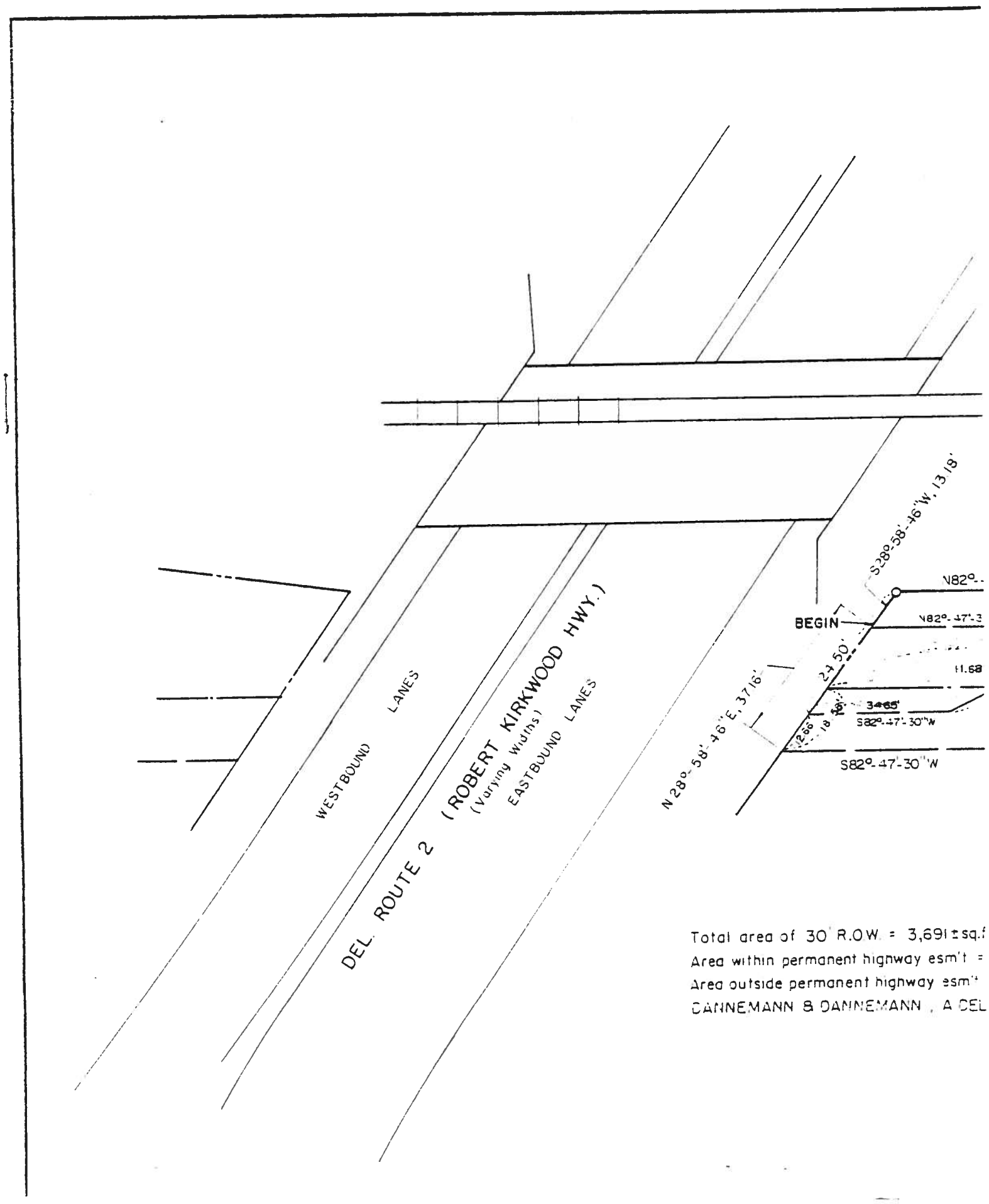
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N 28°-58'-46"E, 37.16'
WESTBOUND LANES
DEL. ROUTE 2 (ROBERT KIRKWOOD HWY.)
(Varying Widths)
EASTBOUND LANES
Total area of 30' R.O.W. = 3,691± sq.f
Area within permanent highway esm't =
Area outside permanent highway esm't
DANNEMANN & DANNEMANN , A DEL

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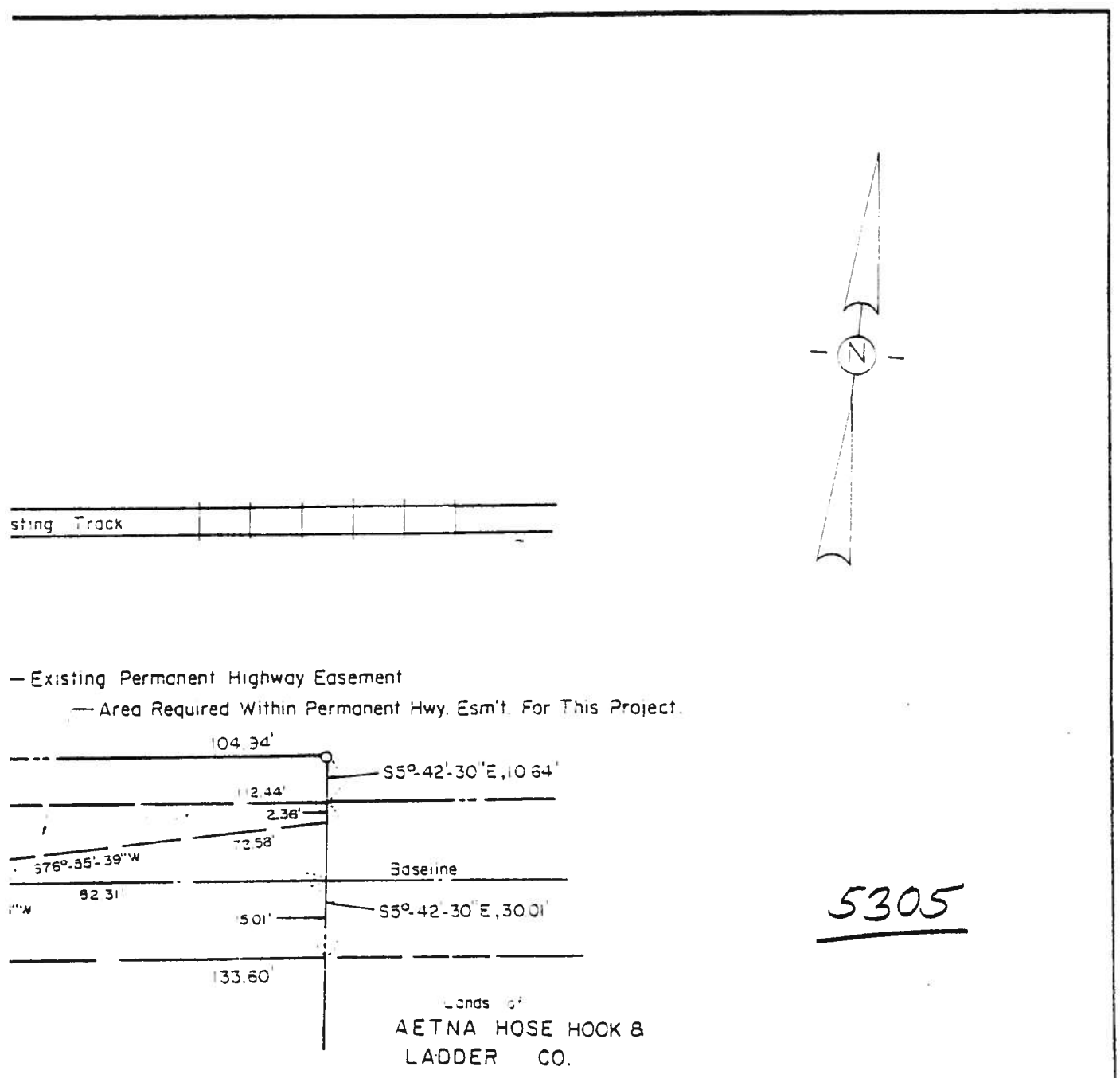

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operty of
RTNERSHIP = 2,415 ± sq.ft. (0.0554 ± ac.)

Prepared By
ZEBLEY & ASSOCIATES, INC.
Professional Land Surveyors and Site Planners
JEFFERSON ST., WILMINGTON, DELAWARE 19801

Approved By Professional Land Surveyor

CITY of NEWARK
NEW CASTLE COUNTY
DELAWARE

R.O.W. ACROSS
DANNEMANN & DANNEMANN,
A DELAWARE PARTNERSHIP

DRAWN BY	CHECKED BY	DATE 7/5/79
DESIGNED BY	SCALE 1" = 30'	
APPROVED BY	CONTRACT NO.	
	SHEET NO.	OF
	ENGINEER	DRAWING NO. R/W No. 4

RECEIVED FOR RECORD

OCT 4 1979

LEO J. DUGAN, Jr., Recorder

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INDEXED

STATE OF DELAWARE
COUNTY ss.

Recorded in the Recorder's Office
Vol. ____ Page ____ &c. the
Witnessing in DEED Record
day of
Witness my hand and
A. D., 19

Recorder

By ____ Deputy

3112

ASSIGNMENT OF PERPETUAL EASEMENT AND RIGHT OF WAY (UTILITY)

THIS AGREEMENT, made this 19th day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with FRANCHISE REALTY INTERSTATE CORPORATION, an Illinois corporation,

dated November 28, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record H, Volume 108, Page 103, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: Betty Jane Tilt
City Secretary

By: Peter Marshall
City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

REC L108 PAGE 241

BE IT REMEMBERED, that on this 17th day of November, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

Susan C. Lamblak
Notary Public

REC'D FOR RECORD DEC 6 1979 LEO J. DUGAN, Jr. Recorder

4

RIGHT OF WAY EASEMENT

THIS AGREEMENT is made this 14th day of June, 1979, by and between Franchise Realty Interstate Corporation, an Illinois corporation, whose principal place of business is One McDonald's Plaza, Oak Brook, Illinois 60521, "hereinafter called party of the first part," McDonald's of Delaware, Inc., a Delaware corporation, whose principal place of business is 374 East Main Street, Newark, Delaware, "hereinafter called party of the second part," the City of Newark, Delaware, whose principal place of business is P.O. Box 390, Newark, Delaware, 19711, "hereinafter called the party of the third part and Delmarva Power and Light Company, a Delaware Corporation, whose principal "place of business is 800 King Street, Wilmington, Delaware, 19899, "hereinafter called the party of the fourth part."

W I T N E S S E T H:

WHEREAS, the party of the first part is the owner of a parcel of land situate in the City of Newark, County of New Castle, State of Delaware, as diagrammed on Exhibit A, attached hereto and made a part hereof, and;

WHEREAS, the party of the second part is the lessee of the property diagramed on Exhibit A, pursuant to a Lease Agreement dated July 11, 1977, entered into by and between Franchise Realty Interstate Corporation and McDonald's of Delaware, Inc., and;

WHEREAS, the party of the third part desires a right of way easement over, under and across the areas, shown in black and blue on Exhibit A, of the property owned by the party of the first part;

WHEREAS, the party of the fourth part desires to use the said right of way easement to install, operate, maintain and renew electric power lines for the transmission of electric energy, and;

Approved As To Form

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WHEREAS, all parties hereto are mutaully desirous of establishing certain easement rights and right of way, for the sole purpose of transmitting electrical energy over, above and under certain areas of the property of the party of the first part diagramed in black and blue on Exhibit A, attached hereto and made a part hereof.

NOW THEREFORE, for and in consideration of Twenty Thousand and 00/100 Dollars ($20,000.00), in hand paid by the party of the third part, and other good and valuable consideration, receipt of and sufficiency which is hereby acknowledged, the parties hereto agree as follows:

1. The party of the first part hereby grants to the party of the third part, its successors and assigns, a non-exclusive easement and right of way, to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities including, towers, poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat and power by electricity over, under and across the areas designated in black and blue on Exhibit A, attached hereto and made a part hereof. The area shown in blue shall be solely used for installing, maintaining and replacing one (1) pole and ~~three (3)~~ seven (7) ~~necessary~~ wires and other appurtenances. The area shown in black shall be solely limited to air rights for wires and cables needed for the transmission and distribution of electric energy.

2. The parties of the third and fourth part agree not to perform any construction, ~~maintenance and repair~~, on weekends. Any construction, maintenance and repair shall be preceded by a

5

forty eight (48) hour written notice to the parties of the first and second part, unless an emergency arises.

3. The parties of the third and fourth part covenant and agree that in the construction, installation, maintenance and operation of the utility easement and appurtenances, under, upon, over and across that certain property diagramed in black and blue on Exhibit A, attached hereto and made a part hereof, to restore the area disturbed by its work to as near its original condition as is practicable.

4. The parties of the third and fourth part covenant and agree to indemnify, defend, protect and hold harmless the parties of the first and second part, its landlords, tenants, mortgagees, successors and assigns against any and all costs, liability, and expenses in respect to any and all loss of life or property, or injury or damage to persons or property, of any person, from a corporation, and against any and all claims, demands and actions in respect to such loss, injury or damage, caused by or arising out of the right of way easement, the existence of any facilities of the parties of the third and fourth part, and any construction, reconstruction, maintenance, repair, replacement, modification or other work performed by the parties of the third and fourth part, its agents, representatives, employees, successors or assigns.

5. The parties of the third and fourth part and its successors and assigns shall maintain the right of way easement area.

6. This grant of right of way easement is made subject to all covenants, conditions, restrictions, encumbrances and easements of record and to that certain Lease dated July 11, 1977, entered into by and between Franchise Realty Interstate Corporation and McDonald's of Delaware, Inc.

7. McDonald's of Delaware, Inc., consents and joins the party of the first part in the grant of this right of way easements.

8. This right of way Agreement shall run with the land and be binding upon all parties hereto, their assigns and successors in interest.

IN WITNESS WHEREOF, the parties have set their hands on the first year and date above written.

FRANCHISE REALTY INTERSTATE CORPORATION

Vice President

ATTEST:

Assistant Secretary

WITNESS:

CITY OF NEWARK, DELAWARE

ATTEST:

City Secretary

WITNESS:

MCDONALD'S OF DELAWARE, INC.

Leonard Dukart, President

ATTEST:

Dora Dukart, Secretary

WITNESS:

DELMARVA POWER & LIGHT COMPANY

GENERAL MANAGER-ENGINEERING

ATTEST:

L B Russell

Assistant Secretary

WITNESS

STATE OF ILLINOIS
COUNTY OF DU PAGE SS:

I, Jeanine Becker, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Luigi Salvaneschi, Vice President, and Seymour Greenman Assistant Secretary, of FRANCHISE REALTY INTERSTATE CORPORATION, a Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Luigi Salvaneschi, Vice President, and Seymour Greenman, Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Vice-President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of June, 19 79.

My Commission Expires Nov. 1, 1982

Jeanine Becker
NOTARY PUBLIC

STATE OF New Jersey
COUNTY OF Gloucester SS:

I, Carole A. Weiser, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Leonard Dukart, President, and Dora Dukart ~~Assistant~~ Secretary, of McDonald's of Delaware, Inc., a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Leonard Dukart, ~~Vice~~ President, and Dora Dukart, ~~Assistant~~ Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such President and ~~Assistant~~ Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of August 19 79.

CAROLE A. WEISER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 12, 1983

Carole A. Weiser
NOTARY PUBLIC

STATE OF Delaware
COUNTY OF New Castle SS:

I, Susan A. Lamblack, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Peter S. Marshall, City ~~and~~ Manager, City of Newark, ~~of~~ _____ who (is) (~~are~~) personally known to me to be the same person(~~s~~) whose name(~~s~~) (is) (~~are~~) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (~~they~~) signed, sealed and delivered the said instrument as (his) (~~their~~) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22nd day of October 19 79.

Susan A. Lamblack
NOTARY PUBLIC

STATE OF
COUNTY OF SS:

I, Charles F. Dalton Jr., a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Edward H. Thomson General Manager Engineering ~~Vice President~~, and Lloyd B. Russell Assistant Secretary of Delaware Power & Light Company a Delaware corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument such General Manager Engineering ~~Vice President~~ and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such General Manager Engineering ~~Vice President~~ and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of November 19 1979.

Charles F. Dalton Jr.
NOTARY PUBLIC

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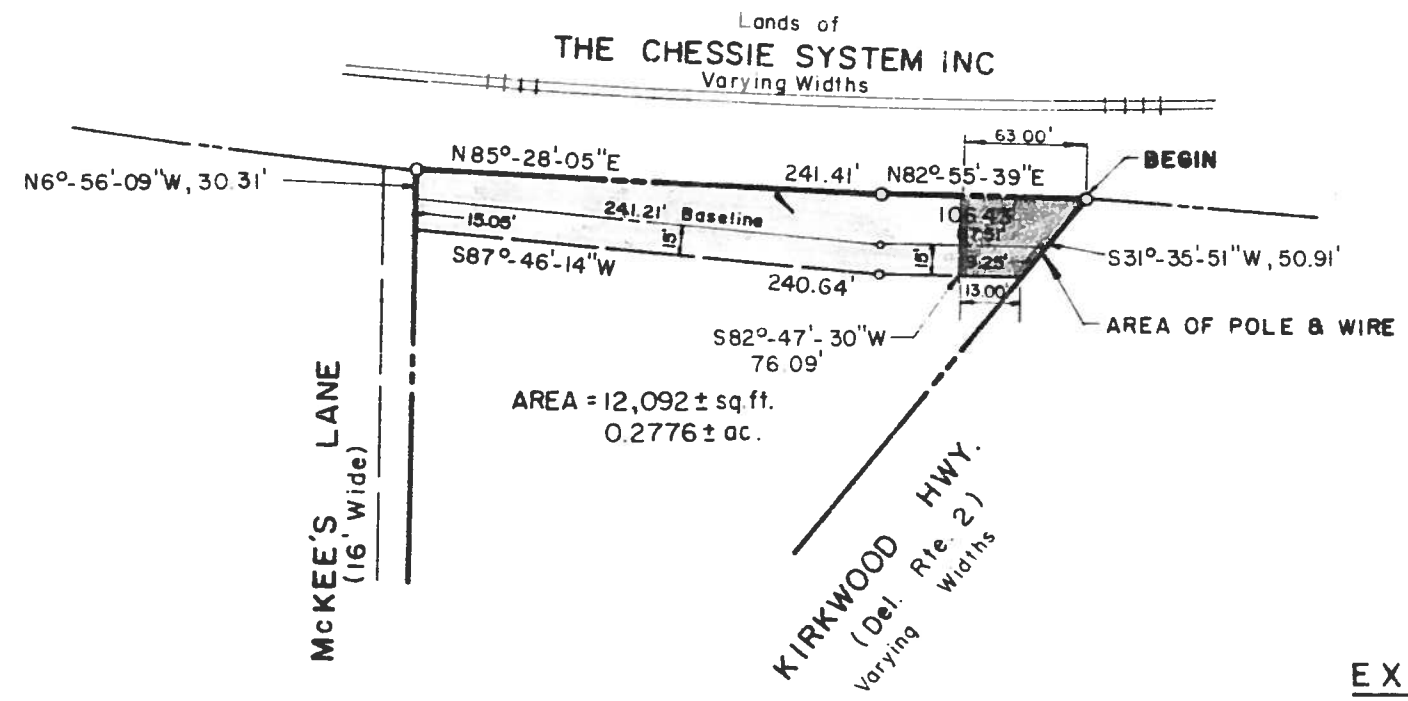


EXHIBIT "A"

Prepared By
ZEBLEY & ASSOCIATES, INC.
Professional Land Surveyors and Site Planners
1111 JEFFERSON ST., WILMINGTON, DELAWARE 19801

John E. Zebley
Approved By Professional Land Surveyor

CITY of NEWARK
NEW CASTLE COUNTY
DELAWARE

R.O.W. ACROSS
FRANCHISE REALTY INTERSTATE CORPORATION

DRAWN BY	CHECKED BY	DATE 5/3/79
DESIGNED BY	SCALE	1" = 100'
APPROVED BY	CONTRACT NO.	
	SHEET NO.	OF
SUPVR. ENGINEER	DRAWING NO.	

AMENDMENT AND EXPANSION OF EASEMENT AGREEMENT

THIS Amendment of Easement Agreement is entered into and effective this 17th day of June, 1986, between Colonial Realty Associates, L. P., a Delaware limited partnership, hereinafter called "Owner," and Delmarva Power & Light Company, a corporation of the State of Delaware and the Commonwealth of Virginia, hereinafter called "Delmarva."

WHEREAS, Johnathan De Young, Philip Pearlstein, Robert B. Le Vin, Mitchell Horenstein, trading as Colonial Garden Apartments, as Owners, and City of Newark, a Delaware municipal corporation, previously made and entered into a perpetual easement and right-of-way agreement dated September 11, 1979 for the purpose of installing electrical facilities, which agreement remains of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Record P, Volume 107, Page 42, and

WHEREAS, the City of Newark transferred and assigned that certain agreement to Delmarva Power & Light Company, under assignment of perpetual easement agreement dated November 9, 1979, which assignment agreement remains of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record C, Volume 108, Page 333.

WHEREAS, Johnathan De Young, Philip Pearlstein, Robert B. Le Vin, Mitchell Horenstein, trading as Colonial Garden Apartments, a Delaware general partnership, sold the said premises to Colonial Realty Associates, L. P., a Delaware limited partnership under agreement dated October, 1984 which agreement remains of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record Volume 166, Page 121.

WHEREAS, the parties hereto now desire to amend that certain perpetual easement and right-of-way agreement as more fully set forth.

NOW, THEREFORE in consideration of Two Thousand One Hundred Dollars ($2,100.00) lawful money of the United States of America, and the mutual covenants hereinafter set forth, Owner and Delmarva agree that the perpetual easement and right-of-way agreement shall be amended in the following particulars:

OWNER hereby further grants and conveys to Delmarva, its successors and assigns, a perpetual easement and right-of-way to construct, relocate, install, maintain, inspect, operate, renew, add to, replace, repair and remove electric transmission and gas distribution facilities, including the necessary accessories and appurtenances thereto, in, on, under, over and across that portion the premises belonging to Owner lying and being within the bounds of the existing aforementioned perpetual easement and right-of-way agreement as shown on Exhibit A identified as Delmarva Drawing C27-17 attached hereto and made a part hereof.

Delmarva shall backfill any trench made by it on the said easement and shall use caution during installation, repair or removal of its personal property or equipment, now or in the future, to prevent damage to Owner's lands. Delmarva shall substantially restore the surface of the land to its original condition (as of the time Delmarva commenced work) whenever any work is undertaken, including the replacement of any pavement, amesite and/or grass, at the sole expense of Delmarva.

ALL other terms not specifically changed by this amendment and expansion of easement agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner and Delmarva have hereunto caused to be set their respective hands and seals the day and year aforesaid.

COLONIAL REALTY ASSOCIATES, L. P.
KARSAN PROPERTIES CORPORATION
GENERAL PARTNER

BY: _____ Vice-president (SEAL)

BY: _____ (SEAL)

BY: _____ (SEAL)

DELMARVA POWER & LIGHT COMPANY

BY: _____
Manager - Real Estate

ATTEST: _____ (SEAL)
Secretary

STATE OF ~~DELAWARE~~ New Jersey :
: ss
COUNTY OF ~~NEW CASTLE~~ Bergen :

BE IT REMEMBERED That on this 6 day of June, in the year of Our Lord one thousand nine hundred and eighty six, personally came before me, the Subscriber, a Notary Public for the State of ~~Delaware~~, New Jersey Barry S. Lyman, partners of Colonial Realty Associates, a Delaware limited partnership, parties to this Indenture, known to me personally to be such, and severally acknowledged the said Indenture to be their deed and deed of the partnership.

Given under my hand and seal of office the day and year aforesaid.

Jacqueline Johnson
Notary Public
JACQUELINE K. JOHNSON
Notary Public of New Jersey
My Commission Expires Sept. 19, 1987

STATE OF DELAWARE :
: ss
COUNTY OF NEW CASTLE :

BE IT REMEMBERED That on this 17th day of June, in the year of Our Lord one thousand nine hundred and eighty six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, M. K. Donoghue the Manager-Real Estate of DELMARVA POWER & LIGHT COMPANY, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be his act and deed and the act and deed of the said corporation; that the seal thereto affixed is its common and corporate seal; that his signature as Manager-Real Estate, is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said corporation.

Given under my hand and seal of office the day and year aforesaid.

Betty Lou Griffith
Notary Public

$12.00 S-7419-9

5

ASSIGNMENT OF PERPETUAL EASEMENT AND RIGHT OF WAY (UTILITY)

REC C108 PAGE 333

2919

THIS AGREEMENT, made this 6th day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with PHILIP PEARLSTEIN, MITCHELL HORENSTEIN, ROBERT B. LEVIN and JONATHAN DeYOUNG, t/a COLONIAL GARDEN APARTMENTS, dated September 11, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record P, Volume 107, Page 42, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

11-13-79

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Witness: _____ City Secretary

By: _____ City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 9th day of November, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____
Notary Public

NOV 13 1979

P-107-42 12

THIS AGREEMENT made this 11th day of September, in the year of our Lord one thousand nine hundred and seventy-nine, by and between Johnathan DeYoung, Phillip Pearlstein, Robert B. LeVin, Mitchell Horenstein, trading as Colonial Garden Apartments, party of the first part, and City of Newark, Delaware, incorporated in the State of Delaware hereinafter called the "CITY" party of the second part,

W I T N E S S E T H:

That the said party of the first part for and in consideration of the sum of $7,500 and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including poles (limited to two) wires, cables, anchor guys and other apparatus (said facilities shall be installed in the easement area within sixteen (16) feet of the owners Northerly property line with the phase wires on the Northerly side of the pole) for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in the City of Newark, State of Delaware, more particularly bounded and described according to a survey of Zebley & Associates, Inc., Surveyors of Wilmington, Delaware, dated May 9, 1979, as follows to wit:

BEGINNING at the point of intersection formed by the Westerly side of McKee's Lane at 16' wide with the Southerly side of the B & O Railroad right of way at varying widths; thence from said point of Beginning along the said Westerly side of McKee's Lane S 6° -56'-09" E, 30.10' to a point on the Southerly side of the right of way herein being described; thence along the said Southerly

Approved As To Form CFD

04229

side of the right of way herein being described and through lands of Colonial Garden Apartments the two (2) following described courses and distances: (1) S 87° -46'-14" W, 297.41' to a point; and (2) N 83° -05'-53" W, 125.22' to a point in line of lands now or formerly of W. Harry Dawson and Dorothy May Dawson, his wife, said point also being on the Southerly side of a right of way to be granted to the City of Newark by W. Harry Dawson and Dorothy May dawson, his wife; thence along said lands now or formerly of W. Harry Dawson and Dorothy May Dawson, his wife; thence along said lands now or formerly of W. Harry Dawson and Dorothy May Dawson, his wife N 6° -54'-52" W, 33.63' to a point on the said Southerly side of the B & O Railroad right of way; thence thereby the two (2) following described courses and distances; (1) S 88°-12'-05" E, 173.65' to a point of curvature of a curve having a radius of 2904.93'; and (2) by said 2904.93' radius curve to the left in a Southeasterly direction an arc distance of 248.43' to a point on the said Westerly side of McKee's Lane the point and place of Beginning. Last described course also being by a chord of S 89° -38'-45" E, 248.35'. Containing within the said described metes and bounds 0.3510 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right of way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgement of the said City may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of the party of the first part as may be required for the enjoyment of the above mentioned right of way and rights. The party of the first part, its heirs, executors, administrators and assigns shall not erect or permit the erection of any structure within the limits of the right of way above described, but otherwise shall have the right to use the land covered by said easement for any

lawful purpose not inconsistent with or in contravention of the rights of said City. The City shall pay the party of the first part, its heirs, executors, administrators or assigns for any damages done by the City to roads, fences, bridges, or other structures of the party of the first part, its heirs, executors, administrators or assigns in the course of constructing, making repairs to or reconstructing or removing the said facilities.

After installation of the electric facilities on this easement, the City will replace the existing fence presently in the easement area with a six (6) foot chain link fence or a type fence comparable in cost.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year aforesaid.

TRADING AS COLONIAL GARDEN APARTMENTS

Witness _____ Johnathan DeYoung _____ (SEAL)

Witness _____ Phillip Pearlstein _____ (SEAL)

Witness _____ Robert B. LeVin _____ (SEAL)

Witness _____ Mitchell Horenstein _____ (SEAL)

CITY OF NEWARK

_____ (SEAL)
City Manager

Attest:

_____
City Secretary

04221

STATE OF PENNSYLVANIA)
: SS
COUNTY OF Montgomery)

BE IT REMEMBERED, that on this 11th day of September, in the year of our Lord one thousand nine hundred and Seventy nine (1979), personally came before me, Marguerite A. Walsh, a Notary Public for the State of Pennsylvania, Johnathan DeYoung, Phillip Pearlstein, Robert E. LeVin, Mitchell Horenstein, Trading as Coloial Garden Apartments, parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

Marguerite A. Walsh
NOTARY PUBLIC
MARGUERITE A. WALSH
Notary Public, Norristown, Montg. Co.
My Commission Expires March 16, 1981

STATE OF DELAWARE)
SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 21st day of September, in the year of our Lord one thousand nine hundred and seventy-nine, personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of Newark, Delaware, party of the second part to this Instrument of Writing, known to me personally to be such and acknowledged this Instrument of Writing to be his act and deed and the act and deed of the Council of Newark; that the signature of the City Manager is in his own proper handwriting; that the seal affixed is the Seal of the City of Newark and that his act of signing, executing, acknowledging and delivering said Instrument of Writing was duly authorized by order of said Council of Newark.

GIVEN under my hand and seal of office, the day and year aforesaid.

Susan A. Lambach
Notary Public

AMENDMENT AND EXPANSION OF EASEMENT AGREEMENT

F. 5719

THIS Amendment of Easement Agreement is entered into and effective this 26th day of June, 1986, between Main Tower Associates, L. P., a Delaware limited partnership, hereinafter called "Owner," and Delmarva Power & Light Company, a corporation of the State of Delaware and the Commonwealth of Virginia, hereinafter called "Delmarva."

WHEREAS, Main Tower Associates, L. P., a Delaware limited partnership by Leon N. Weiner and Associates, Inc., a general partner, as Owners, and City of Newark, a Delaware municipal corporation, previously made and entered into a perpetual easement and right-of-way agreement dated September 4, 1979 for the purpose of installing electrical facilities, which agreement remains of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Record P, Volume 107, Page 195, and

WHEREAS, the City of Newark transferred and assigned that certain agreement to Delmarva Power & Light Company, under assignment of perpetual easement agreement dated November 9, 1979, which assignment agreement remains of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record C, Volume 108, Page 337.

WHEREAS, the parties hereto now desire to amend that certain perpetual easement and right-of-way agreement as more fully set forth.

NOW, THEREFORE in consideration of One Thousand One Hundred Fifteen Dollars ($1,115.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged and the mutual covenants hereinafter set forth, Owner and Delmarva agree that the perpetual easement and right-of-way agreement shall be amended in the following particulars:

C 27184

OWNER hereby further grants and conveys to Delmarva, its successors and assigns, a perpetual easement and right-of-way to construct, relocate, install, maintain, inspect, operate, renew, add to, replace, repair and remove electric transmission and gas distribution facilities, including the necessary accessories and appurtenances thereto, in, on, under, over and across that portion the premises belonging to Owner lying and being within the bounds of the existing aforementioned perpetual easement and right-of-way agreement as shown on Exhibit A identified as Delmarva Drawing C27-18 attached hereto and made a part hereof.

ALL other terms not specifically changed by this amendment and expansion of easement agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner and Delmarva have hereunto caused to be set their respective hands and seals the day and year aforesaid.

MAIN TOWER ASSOCIATES
L. P. A DELAWARE LIMITED PARTNERSHIP
BY LEON N. WEINER AND ASSOCIATES,
INC. A GENERAL PARTNER

Leon N. Weiner (SEAL)

Attest: [illegible] (SEAL)
Secretary

DELMARVA POWER & LIGHT COMPANY

By: W K Dougherty
Manager - Real Estate

Attest: Carol A. Conis (SEAL)
Asst. Secretary

DELMARVA POWER & LIGHT COMPANY DELAWARE

STATE OF DELAWARE :
: ss
COUNTY OF NEW CASTLE :

BE IT REMEMBERED That on this 26 day of June, in the year of Our Lord one thousand nine hundred and eighty six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Leon N Weiner, partners of Main Tower Associates, a Delaware limited partnership, parties to this Indenture, known to me personally to be such, and severally acknowledged the said Indenture to be their deed and deed of the partnership.

Given under my hand and seal of office the day and year aforesaid.

Helen J Evanuskas
Notary Public

STATE OF DELAWARE :
: ss
COUNTY OF NEW CASTLE :

BE IT REMEMBERED That on this 26th day of June, in the year of Our Lord one thousand nine hundred and eighty six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, M K Owens Jr the Manager-Real Estate of DELMARVA POWER & LIGHT COMPANY, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be his act and deed and the act and deed of the said corporation; that the seal thereto affixed is its common and corporate seal; that his signature as Manager-Real Estate, is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said corporation.

Given under my hand and seal of office the day and year aforesaid.

Betty Lou Hughes
Notary Public

RECD FOR RECORD JUL 10 1986 LEO J. DUGAN, JR. Recorder

Micro-Film #18186

$12.00 S-7419-6 4

REC C108 PAGE 337

ASSIGNMENT OF PERPETUAL EASEMENT
AND RIGHT OF WAY (UTILITY)

2921

THIS AGREEMENT, made this 26 day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with MAIN TOWER ASSOCIATED, L.P., a DELAWARE Limited Partnership dated September 4, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record P, Volume 107, Page 195, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: _____ City Secretary

By: _____ City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 9th day of March, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____ Notary Public

THIS AGREEMENT made this 4TH day of September, in the year of our Lord one thousand nine hundred and seventy-nine, by and between Main Towers Associates, L.P. A Delaware Limited Partnership, party of the first part, and City of Newark, Delaware, incorporated in the State of Delaware, hereinafter called the "City" party of the second part,

W I T N E S S E T H:

THAT the said party of the first part for and in consideration of the sum of Two Thousand Two Hundred and Fifty Dollars ($2,250.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including towers, poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in the City of Newark, State of Delaware, more particularly bounded and described according to the survey of Zebley & Associates, Inc., Surveyors of Wilmington, Delaware, dated August 6, 1979, as follows to wit:

BEGINNING at a point on the Northerly side of the right of way herein being described, said point also being on the Southerly side of the railroad right of way for lands of the Chessie System, Inc., at varying widths and a common corner for lands of Colonial Gardens Apartments and further located along the said Southerly side of the railroad right of way for lands of the Chessie System, Inc., the two (2) following described courses and distances from its intersection thereof with the Westerly side of McKee's Lane at 16' wide: (1) by a curve to the left having a radius of 2,904.93 in a Westerly direction an arc distance of 248.43' to the point of tangency of said curve; and (2) N 88°-12'-05" W, 173.65'; thence from said point of Beginning along said lands of Colonial Gardens Apartments and along the Easterly side of the right of way herein

Approved As To Form

being described and the Westerly side of a right of way granted or about to be granted to the City of Newark by Colonial Gardens Apartments S 6°-54'-52" E, 33.63' to a point on the Southerly side of the right of way herein being described, said point also being on the Southerly side of a right of way granted or about to be granted to the City of Newark by Colonial Gardens Apartments; thence through lands of Main Towers Associates and along the Southerly side of the right of way herein being described N 83° -05'-53" W, 223.05' to a point in line of lands now or formerly of Strison Partners, said point also being on the Southerly side of a right of way granted or about to be granted to the City of Newark by Strison Partners; thence along said lands of Strison Partners and along the Westerly side of a right of way herein being described and along the easterly side of a right of way granted or about to be granted to the City of Newark by Strison Partners N 5°-04'-23" W, 33.17' to a point on the said Northerly side of the right of way herein being described, said point also being on the Southerly side of the railroad right of way for lands of the Chessie System, Inc., and on the Northerly side of a right of way granted to the City of Newark by Strison Partners; thence along the said Northerly side of a right of way herein being described and along the said Southerly side of the railroad right of way for lands of the Chessie System, Inc., S 83°-09'-08" E, 221.89' to a corner for said lands of Colonial Gardens Apartments the point and place of Beginning. Containing within said described metes and bounds 7,243 square feet or 0.1663 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right of way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgement of the said City may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of

the party of the first part as may be required for the enjoyment of the above mentioned right of way and rights. The party of the first part, their heirs, executors, administrators and assigns shall not erect or permit the erection of any structure within the limits of the right of way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said City. The City shall pay the party of the first part, their heirs, executors, administrators or assigns for any damage done by the City to crops, roads, fences, bridges, or other structures of the party of the first part, their heirs, executors, administrators or assigns in the course of making repairs to or reconstructing or removing the said facilities.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year aforesaid.

MAIN TOWERS ASSOCIATES
L.P. A DELAWARE LIMITED PARTNERSHIP
BY LEON M. WEINER AND ASSOCIATES,
INC., A GENERAL PARTNER

(SEAL)

Witness

Attest
Secretary

REC P107 PAGE 198

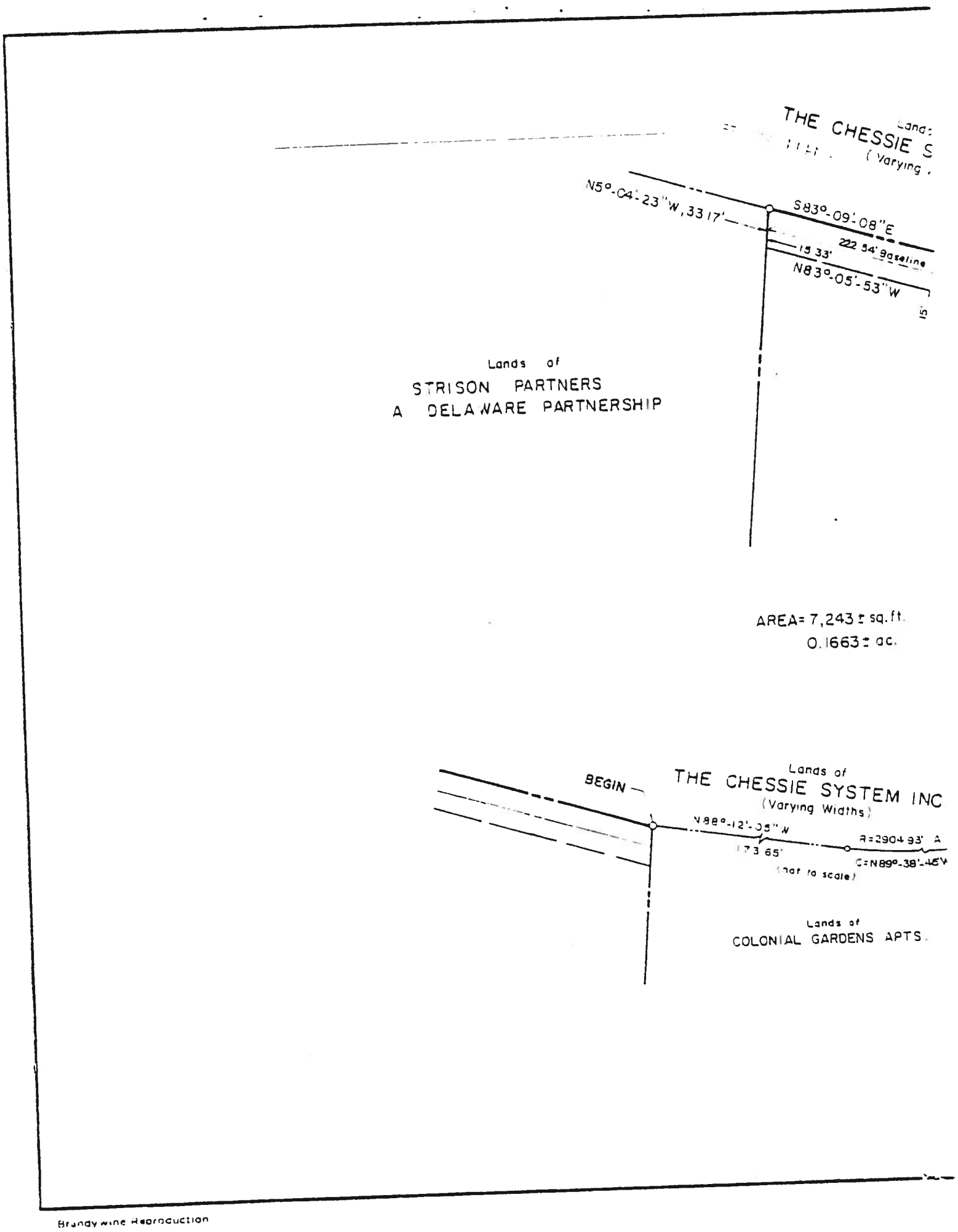
STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED That on this 5 day of September, in the year of our Lord one thousand nine hundred and Seventy-Nine, personally came before me, Helen T. Eurenishon, a Notary Public for the State of Delaware, Irwin Meier, the V.P. of Leon N. Weiner & Assoc Inc, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be the act and deed of the said Company; that the seal thereto affixed is its common and corporate seal; that his signature as President thereto appended is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said Company.

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

Helen T. Eurenishon
NOTARY PUBLIC

See Plot Plan #5309



13

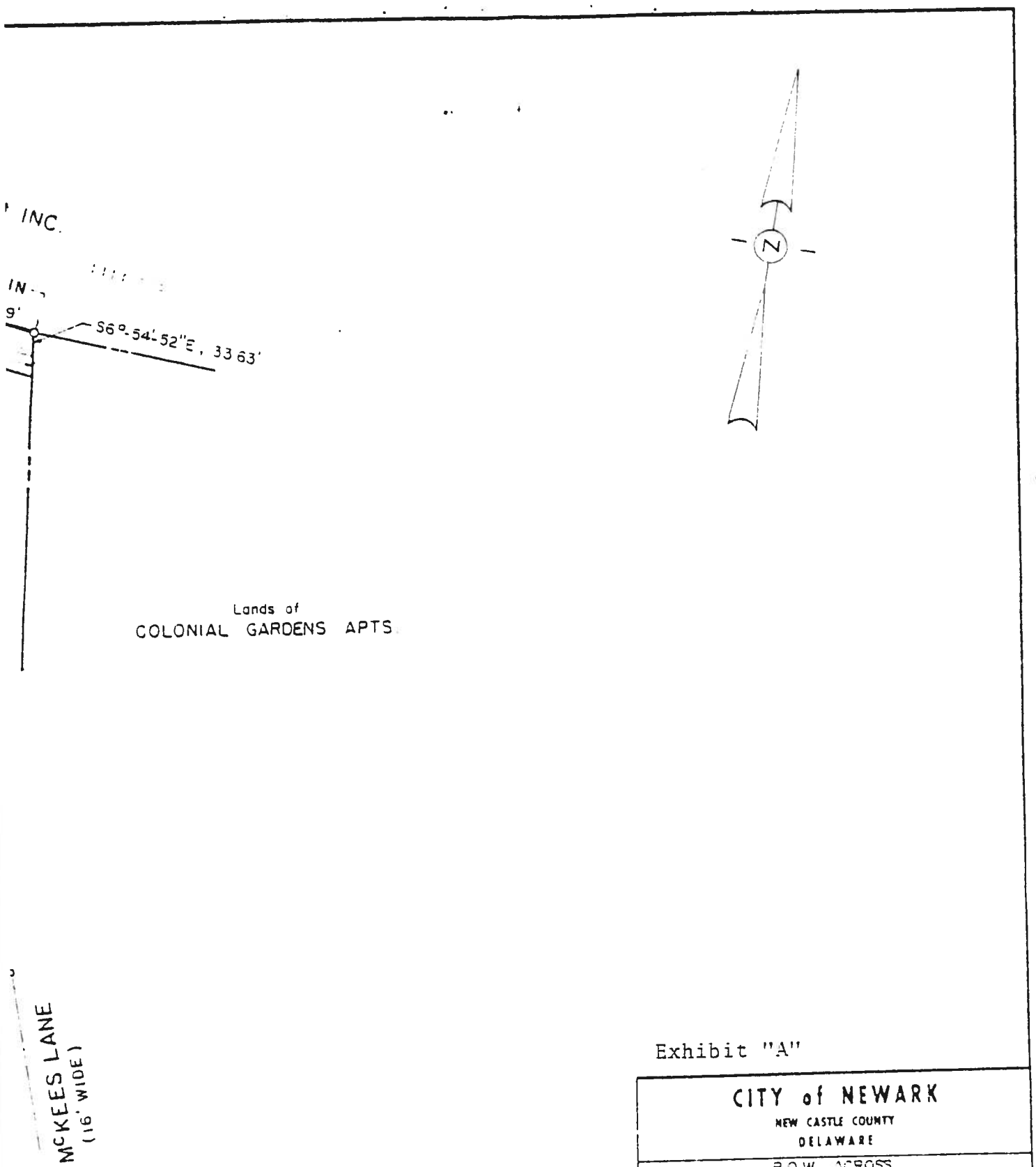


Exhibit "A"

Prepared By
ZEBLEY & ASSOCIATES, INC.
Professional Land Surveyors and Site Planners
1111 JEFFERSON ST., WILMINGTON, DELAWARE 19801

Approved By Professional Land Surveyor

CITY of NEWARK NEW CASTLE COUNTY DELAWARE	
ROW ACROSS MAIN TOWERS ASSOCIATES L.P. A DELAWARE LIMITED PARTNERSHIP	
DRAWN BY: CHECKED BY	DATE 3-7-79
DESIGNED BY	SCALE: 1"=100'
APPROVED BY	CONTRACT NO.
	SHEET NO: OF
ENGINEER	DRAWING NO

plot plan # 5309 10/4/79

04253

INDEXED

RECEIVED FOR RECORD

OCT 4 1979

LEO J. DUGAN, Jr., Recorder

2:55 pm

STATE OF DELAWARE
NEW CASTLE COUNTY } SS.

Recorded in the Recorder's Office at Wilmington, in DEED Record Vol. 1 of Deeds Page 195 &c. the 4th day of Oct A. D. 19 79

Witness my hand

Leo J. Dugan Jr.

Recorder

By _____ Deputy

04264

AMENDMENT AND EXPANSION OF EASEMENT AGREEMENT

THIS Amendment of Easement Agreement is entered into and effective this 17th day of June, 1986, between Kelway Plaza Service Corporation, a Delaware non-profit corporation, hereinafter called "Owner," and Delmarva Power & Light Company, a corporation of the State of Delaware and the Commonwealth of Virginia, hereinafter called "Delmarva."

WHEREAS, Strison Partners, a Delaware general partnership, as Owner, and City of Newark, a Delaware municipal corporation, previously made and entered into a perpetual easement and right-of-way agreement dated August 31, 1979 for the purpose of installing electrical facilities, which agreement remains of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Record P, Volume 107, Page 200, and

WHEREAS, the City of Newark transferred and assigned that certain agreement to Delmarva Power & Light Company, under assignment of perpetual easement agreement dated November 30, 1979, which assignment agreement remains of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record L, Volume 108, Page 180.

WHEREAS, Strison Partners, a Delaware general partnership, by its authorized General Partner, Terry A. Strine sold the said primises to Kelway Plaza Service Corporation a Delaware non-profit corporation under agreement dated September 21, 1981 which agreement remains of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record H, Volume 116, Page 118.

WHEREAS, the parties hereto now desire to amend that certain perpetual easement and right-of-way agreement as more fully set forth.

NOW, THEREFORE in consideration of Eight Hundred Dollars ($800.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged and the mutual covenants hereinafter set forth, Owner and Delmarva agree that the perpetual easement and right-of-way agreement shall be amended in the following particulars:

OWNER hereby further grants and conveys to Delmarva, its successors and assigns, a perpetual easement and right-of-way to construct, relocate, install, maintain, inspect, operate, renew, add to, replace, repair and remove electric transmission and gas distribution facilities, including the necessary accessories and appurtenances thereto, in, on, under, over and across that portion the premises belonging to Owner lying and being within the bounds of the existing aforementioned perpetual easement and right-of-way agreement, as shown on Exhibit A identified as Delmarva Drawing C27-19 attached hereto and made a part hereof.

ALL other terms not specifically changed by this amendment and expansion of easement agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner and Delmarva have hereunto caused to be set their respective hands and seals the day and year aforesaid.

KELWAY PLAZA SERVICE CORPORATION

BY: _____
President

ATTEST: _____ (SEAL)
Secretary

KELWAY PLAZA SERVICE CORPORATION

DELMARVA POWER & LIGHT COMPANY

BY: _____
Manager-Real Estate

ATTEST: _____ (SEAL)
Secretary

STATE OF DELAWARE :
: ss
COUNTY OF NEW CASTLE :

BE IT REMEMBERED That on this 5th day of June, in the year of Our Lord one thousand nine hundred and eighty six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Wai Phoon the President of KELWAY PLAZA SERVICE CORPORATION, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be his act and deed and the act and deed of the said corporation; that the seal thereto affixed is its common and corporate seal; that his signature as President, is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said corporation.

Given under my hand and seal of office the day and year aforesaid.

Betty Lou Griffith
Notary Public

STATE OF DELAWARE :
: ss
COUNTY OF NEW CASTLE :

BE IT REMEMBERED That on this 17th day of June, in the year of Our Lord one thousand nine hundred and eighty six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, M. K. Donoghue the Manager-Real Estate of DELMARVA POWER & LIGHT COMPANY, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be his act and deed and the act and deed of the said corporation; that the seal thereto affixed is its common and corporate seal; that ~~his~~ her signature as Manager-Real Estate is ~~his~~ her own proper handwriting; and that ~~his~~ her act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said corporation.

Given under my hand and seal of office the day and year aforesaid.

Betty Lou Griffith
Notary Public

5- 7419-10 122

5

REC L108 PAGE 180

ASSIGNMENT OF PERPETUAL EASEMENT
AND RIGHT OF WAY (UTILITY)

THIS AGREEMENT, made this 30th day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with STRISON PARTNERS, a Delaware Partnership,

dated August 31, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record P, Volume 107, Page 200, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: _____ City Secretary

By: _____ City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 27th day of November, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____ Notary Public

THIS AGREEMENT made this 31st day of August, the year of our Lord one thousand nine hundred and seventy-nine, by and between Strison Partners, a Delaware Partnership, party of the first part, and City of Newark, Delaware, incorporated in the State of Delaware hereinafter called the "CITY" party of the second part,

WITNESSETH:

THAT the said party of the first part for and in consideration of the sum of Two Thousand Dollars ($2,000.00) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate and remove facilities, including towers, poles, wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in the City of Newark, State of Delaware, more particularly bounded and described according to a survey of Zebley and Associates, Inc., Surveyors of Wilmington, Delaware, dated August 6, 1979, as follows to wit:

BEGINNING at a point on the Northerly side of the right of way herein being described said point also being on the Southerly side of the railroad right of way for lands of the Chessie System, Inc., at varying widths and further located along the said Southerly side of the railroad right of way for lands of the Chessie System, Ins., the two (2) following described courses and distances from its intersection thereof with the Northerly side of the railroad right of way for the Pomeroy and Newark Railroad: (1) by a curve to the right having a radius of 2,814.93' in an Easterly direction an arc distance of 704.67' to a point of tangency of said curve; and (2) S 83°-05'-55" E, 712.99'; thence from said point of Beginning continuing along the said Southerly side of the

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04301

C27-19

railroad right of way for lands of the Chessie System, Inc., and along the said Northerly side of the right of way herein being described S 84° -03'-23" E, 146.48' to a corner for lands of Main Towers Associates L.P. A Delaware Limited Partnership, said point also being on the Northerly side of a right of way granted or about to be granted to the City of Newark by Main Towers Associates; thence along said lands of Main Towers Associates and along the Easterly side of the right of way herein being described and along the Westerly side of a right of way granted or about to be granted to the City of Newark by Main Towers Associates S 5°-04'-23" E, 33.17' to a point on the Southerly side of the right of way herein being described, said point also being on the Southerly side of a right of way granted or about to be granted to the City of Newark by Main Towers Associates; thence through lands of Strison Partners and along the said Southerly side of the right of way herein being described N 83°-05'-53" W, 146.75' to a point in line of said lands of Pomeroy Realty Company, said point also being on the Southerly side of a right of way granted or about to be granted to the City of Newark by Pomeroy Realty Company; thence along said lands of Pomeroy Realty Company and along the Westerly side of the right of way herein being described and along the Easterly side of a right of way granted or about to be granted to the City of Newark by Pomeroy Realty Company N 5°-29'-23" W, 30.72' to a point on the said Southerly side of the railroad right of way for lands of the Chessie System, Inc., the point and place of Beginning. Containing within said described metes and bounds 4,586 square feet or 0.1053 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right of way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgement of the said City may endanger the safety, interfere with the use of or be a menace to the aforesaid facilities also the right of ingress and egress to and over the premises of the

party of the first part as may be required for the enjoyment of the above mentioned right of way and rights. The party of the first part, their heirs, executors, administrators and assigns shall not erect or permit the erection of any structure within the limits of the right of way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose not inconsistent with or in contravention of the rights of said City. The City shall pay the party of the first part, their heirs, executors, administrators or assigns for any damages done by the City to crops, roads, fences, bridges, or other structures of the party of the first part, their heirs, executors, administrators or assigns in the course of making repairs to or reconstructing or removing the said facilities.

The land within this perpetual easement and right of way may be used for the computation of any rear yard requirements for development within this lot.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal the day and year aforesaid.

STRISON PARTNERS

_____ Witness	_____ (SEAL) Jay N. Sonecha, Partner
_____ Witness	_____ (SEAL) Terry A. Strine, Partner
_____ Witness	_____ (SEAL) William A. Bundesen, II, Partner

10

REC P107 PAGE 203

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, That on this 3rd day of December, in the year of our Lord one thousand nine hundred and [illegible], personally came before me, LEO LOPE, a Notary Public for the State of Delaware, Jay N. Sonecha, Partner parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

Notary Public

04304

REC P107 PAGE 204

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, That on this 31st day of August, in the year of our Lord one thousand nine hundred and Ninety Nine, personally came before me, LEO LODEK, a Notary Public for the State of Delaware, Terry Strine, Partner parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

Notary Public

04305

12

REC P107 PAGE 205

STATE OF DELAWARE)
: SS
COUNTY OF NEW CASTLE)

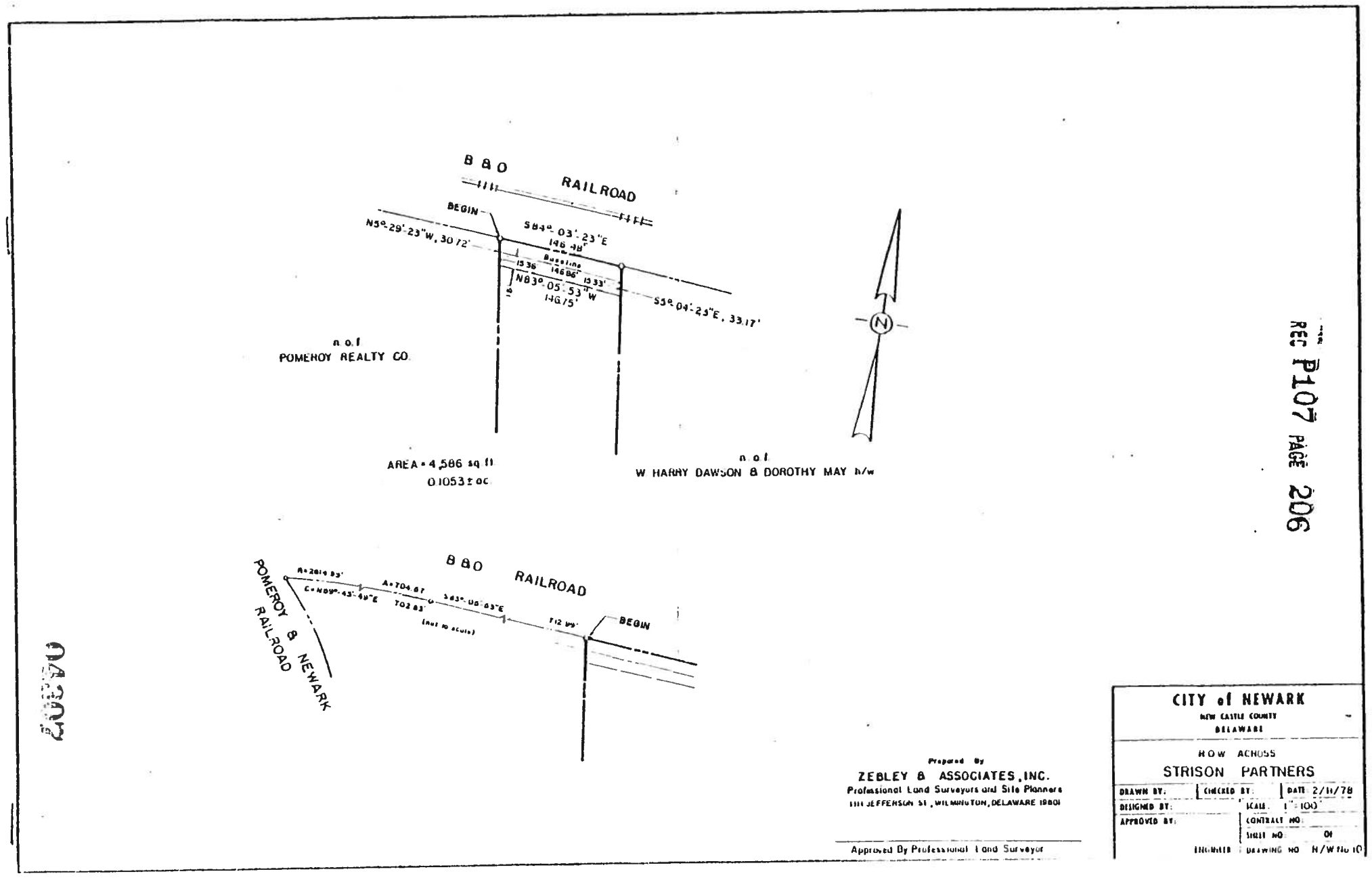
BE IT REMEMBERED, That on this 3rd day of August, in the year of our Lord one thousand nine hundred and Seventy Nine, personally came before me, LEO LODER, a Notary Public for the State of Delaware, William A. Bundensen, II, Partner parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

Notary Public

04306

REC'D FOR RECORD OCT 4 1979 LEO J. DUGAN, Jr. Recorder



REC P107 PAGE 206

Prepared By
ZEBLEY & ASSOCIATES, INC.
Professional Land Surveyors and Site Planners
1111 JEFFERSON ST., WILMINGTON, DELAWARE 19801

Approved By Professional Land Surveyor

CITY of NEWARK
NEW CASTLE COUNTY
DELAWARE

ROW ACROSS
STRISON PARTNERS

DRAWN BY:	CHECKED BY:	DATE 2/11/78
DESIGNED BY:		SCALE 1" = 100'
APPROVED BY:		CONTRACT NO:
		SHEET NO. 01
ENGINEER		DRAWING NO. R/W No 10

20870

160566 0152 091

AMENDMENT AND EXPANSION OF EASEMENT AGREEMENT

THIS Amendment of Easement Agreement is entered into and effective this 15th day of Oct, 1986, between Pomeroy Realty, Inc., a Delaware corporation, hereinafter called "Owner", and Delmarva Power & Light Company, a corporation of the State of Delaware and the Commonwealth of Virginia, hereinafter called "Delmarva".

WHEREAS, Pomeroy Realty, Inc., as Owner, and City of Newark, a Delaware municipal corporation, previously made and entered into a perpetual easement and right-of-way agreement dated October 16, 1979 for the purpose of installing electrical facilities, which agreement remains of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record U, Volume 107, Page 252, and

WHEREAS, the City of Newark transferred and assigned that certain agreement to Delmarva Power & Light Company, under assignment of perpetual easement agreement dated November 9, 1979, which assignment agreement remains of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record C, Volume 108, Page 335.

WHEREAS, the parties hereto now desire to amend that certain perpetual easement and right-of-way agreement as more fully set forth.

NOW, THEREFORE in consideration of Twenty Thousand ($20,000.00) DOLLARS, lawful money of the United States of America, the receipt whereof is hereby acknowledged and the mutual covenants hereinafter set forth, Owner and Delmarva agree that the

C27-20

perpetual easement and right-of-way agreement shall be amended in the following particulars:

OWNER hereby further grants and conveys to Delmarva, its successors and assigns, a perpetual easement and right-of-way in, on, under, over and across that portion of the premises belonging to Owner lying and being within the bounds of the existing aforementioned perpetual easement and right-of-way agreement, except that the rights conferred therein shall also pertain to gas distribution facilities.

ALL other terms not specifically changed by this amendment and expansion of easement agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner and Delmarva have hereunto caused to be set their respective hands and seals the day and year aforesaid.

POMEROY REALTY, INC.

By: _____
President

Attest: _____
Asst. Secretary

DELMARVA POWER & LIGHT COMPANY

By: _____
Vice President - Gas Division

Attest: _____
Secretary

3

STATE OF DELAWARE :
: ss
COUNTY OF NEW CASTLE :

BOOK 0152 PAGE 093

BE IT REMEMBERED That on this 15th day of OCTOBER, in the year of Our Lord one thousand nine hundred and eighty six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, J. HANDLOFF the PRESIDENT of POMEROY REALTY, INC., party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be his act and deed and the act and deed of the said corporation; that the seal thereto affixed is its common and corporate seal; that his signature as PRESIDENT, is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said corporation.

Given under my hand and seal of office the day and year aforesaid.

Sheila R. Schneider
Notary Public
MY COMMISSION EXPIRES
FEBRUARY 3, 1989

STATE OF DELAWARE :
: ss
COUNTY OF NEW CASTLE :

BE IT REMEMBERED That on this 10th day of October, in the year of Our Lord one thousand nine hundred and eighty six, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Frank J. Perry, Jr. the Vice President-Gas Div. of DELMARVA POWER & LIGHT COMPANY, party to this Indenture, known to me personally to be such, and acknowledged the said Indenture to be his act and deed and the act and deed of the said corporation; that the seal thereto affixed is its common and corporate seal; that his signature as Vice President-Gas Division, is his own proper handwriting; and that his act of acknowledging, executing and delivering the same was duly authorized by a resolution of the Board of Directors of the said corporation.

Given under my hand and seal of office the day and year aforesaid.

Richard H Thomas
Notary Public

$12.00 S-7419-1

4

REC C108 PAGE 335

ASSIGNMENT OF PERPETUAL EASEMENT
AND RIGHT OF WAY (UTILITY)

2920

THIS AGREEMENT, made this 9th day of November, 1979, by CITY OF NEWARK, a Delaware municipal corporation (Assignor), to DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (Assignee),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, conveys, transfers and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to that certain Agreement with POMEROY REALTY, INC., a Delaware corporation,

dated October 16, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Record U, Volume 107, Page 252, together with Assignor's obligations thereunder.

Assignor has not executed any prior assignment of any of its rights under said Agreement; has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions thereof; and said Agreement is in full force and effect.

Anything herein to the contrary notwithstanding, Assignor reserves unto itself the use of the assigned easement premises, without compensation, for the purpose of installing electrical facilities or other public purposes not in contravention of or inconsistent with the intended use of premises by Assignee; provided, however, that the location of such facilities or uses shall have prior approval of Assignee, which approval shall not be unreasonably withheld. In the event that Assignor exercises its rights hereunder, Assignee shall be reimbursed for any and all expenses incurred for adjustments to Assignee's facilities as a result thereof.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be hereunto set by its City Manager and City Secretary the day and year aforesaid.

CITY OF NEWARK

Attest: _____ City Secretary

By: _____ City Manager

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 9th day of November, in the year of Our Lord, One Thousand Nine Hundred and Seventy-Nine, personally came before me, a Notary Public for the State of Delaware, PETER S. MARSHALL, City Manager of the City of Newark, a municipal corporation 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 City Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of the City.

GIVEN under my hand and seal of office, the day and year aforesaid.

_____ Notary Public

8

THIS AGREEMENT made this 10th day of October, in the year of our Lord one thousand nine hundred and seventy-nine, by and between Pomeroy Realty, Inc., a Delaware Corporation, party of the first part, and City of Newark, Delaware, incorporated in the State of Delaware hereinafter called the "CITY" party of the second part,

W I T N E S S E T H:

THAT the said party of the first part for and in consideration of the sum of Twenty Seven Thousand Dollars ($27,000) and other good and valuable consideration, lawful money of the United States of America, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Newark, Delaware, as aforesaid, its Successors and Assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, relocate (no existing or proposed poles shall be relocated in such a way so as to intrude onto the surface of the paved area, as it exists as of the date of this agreement, for a distance of more than twelve (12) inches) and remove facilities including poles (The total number of additional poles which may be installed on this premises shall be limited to four (4) more than now exists. Exhibit "A" attached hereto and made a part hereof indicates the number of poles which exist as of the date of this agreement) wires, cables, anchor guys and other apparatus for transmitting, distributing and supplying light, heat, and power, by electricity, in, on, over, under and across a portion of premises of the party of the first part situate in the City of Newark, State of Delaware, more particularly bounded and described according to a survey of Zebley & Associates, Inc., Surveyors of Wilmington, Delaware, dated ~~December 18,~~ Feb 13 1978, as follows to wit:

BEGINNING at the point of intersection formed by the Southerly side of the B&O Railroad Company right of way with the Northeasterly side of the Pomeroy and Newark Railroad Company right of way;

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04381

Rec. 10/19/79
11-107-252

thence from said point of Beginning along the said southerly side of the B&O Railroad Company right of way the two (2) following described courses and distances: (1) by a curve to the right having a radius of 2,814.93' in an Easterly direction an arc distance of 704.67' to point of tangency of said curve, last described course also being by a chord of N 89°-43'-49" E, 702.83'; and (2) S 83° -05'-53" E, 712.99' to a corner for lands now or formerly of Robert M.& Miriam Rowlands his wife, said point also being in the Northerly side of a 30' wide right of way granted or about to be granted to the City of Newark by Robert M. Rowlands and wife; thence along said lands now or formerly of Robert M. Rowlands and wife and along the Westerly side of a 30' wide right of way granted or about to be granted to the City of Newark by Robert M. Rowlands and wife S 5°-29'-23" E, 30.72' to a point on the Southerly side of the 30' wide right of way herein being described; thence thereby and through lands of Pomeroy Realty Company the six (6) following described courses and distances; (1) N 83°-05'-53" W, 318.07' to a point; (2) N 6°-54'-07" E, 4.00' to a point; (3) N 83° -05' 53" W, 17.00' to a point; (4) S 6°-54'-07" W, 4.00 ' to a point; (5) N 83° -05'-53" W, 384.50' to the point of curvature of a curve having a radius of 2,784.93'; and (6) by said 2,784.93' radius curve to the left in a Westerly direction an arc distance of 670.00' to a point on the said Northeasterly side of the Pomeroy and Newark Railroad Company right of way, last described course also being by a chord of N 39°-59'-24" W, 668.38': thence along the said Northeasterly side of the Pomeroy and Newark Railroad Company right of way by a curve to the left having a radius of 988.40' in a Northwesterly direction an arc distance of 40.58' to a point and place of Beginning, last described course also being by a chord of N 49°-29'-18" W, 40.58'. Containing within said described metes and bounds 0.9651 acres of land be the same more or less.

TOGETHER with the right from time to time to cut down, trim and remove from the aforesaid right of way and trim, cut down, remove and keep trimmed on the premises of the party of the first part adjoining same on each side thereof, any and all trees which in the judgement of the said City may endanger the safety, interfere with the use of or be a menace to the aforesaid faciliteis also the right of ingress and egress to and over the premises of the party of the first part as may be required for the enjoyment of the above mentioned right of way and rights. The party of the first part, its administrators and assigns shall not erect or permit the erection of any structure within the limits of the right of way above described, but otherwise shall have the right to use the land covered by said easement for any lawful purpose (including the parking of vehicles) not inconsistent with or in contravention of the rights of said City. The City shall pay the party of the first part, its administrators or assigns for any damages done by the City to roads, surfaces, parking areas, fences, bridges, or other structures of the party of the first part, its administrators or assigns in the course of constructing, installing, repairing, reconstructing or removing the said facilities.

The City acknowledges that the land within this perpetual easement and right of way may be used by the Owner for the computation of any rear yard requirements for future developing within these premises.

IN WITNESS WHEREOF, the said party of the first part and the City hereunto set our hands and seal the day and year aforesaid.

POMEROY REALTY, INC.

Grace S. Joos — Witness

Harold H. [illegible] (SEAL) — Vice-President

Grace S. Joos — Witness

Judith Weinberg (SEAL) — Asst Secretary

04393

Attest:

Betty Jean Stutz
Witness
City Secretary

CITY OF NEWARK

BY Peter Vanslan (SEAL)

04384

9th day of November in the year of our LORD one thousand nine hundred and seventy-nine

BETWEEN, CITY OF NEWARK, a municipal corporation of the State of Delaware, party of the first part,

A N D

DELMARVA POWER & LIGHT COMPANY, a Delaware corporation, party of the second part,

Note: Delmarva Power owned property #18-014.00-219

Witnesseth, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS ($10.00)---------- lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part,

ALL that certain lot, piece or parcel of land with the improvements thereon erected, situate in the City of Newark, State of Delaware, known as Parcel No. 1 on survey dated February 13, 1978, prepared by Zebley and Associates, Inc., Professional Land Surveyors, being more particularly bounded and described as follows, to-wit:

BEGINNING at the point of intersection formed by the northeasterly side of North Chapel Street with the southeasterly side of the B & O Railroad right of way; thence from said point of Beginning along the said southeasterly side of the B & O Railroad right of way N 79°-46'-32" E, 63.89' to a point on the southwesterly side of the Pomeroy & Newark Railroad right of way; thence thereby by a curve to the right having a radius of 922.40' in a southeasterly direction an arc distance of 64.72' to a point; thence through lands of Anthony Scarangello and wife S64°-50'-52" W, 87.64' to a point on the said northeasterly side of North Chapel Street; thence thereby the two (2) following described courses and distances; (1) N 25°-03'-00" W, 98.00' to a point, and (2) N 36°-55'58" W, 16.51' to a point on the said southeasterly side of the B & O Railroad right of way the point and place of Beginning. Containing within said described metes and bounds 0.10828 acres of land be the same more or less.

Being the same lands and premises which Anthony Scarangello and Aletha P. Scarangello, his wife, did, by deed dated , and recorded in the Office for the Recorder of Deeds, at Wilmington, in and for New Castle County and State of Delaware, in Deed Record , Volume , Page , grant and convey unto City of Newark, a municipal corporation of the State of Delaware, in fee.

Grantor reserves unto itself the use of the within described parcel, without compensation, for the purpose of installing electrical facilities; provided, however, that the location of such facilities shall have prior approval of Grantee, which approval shall not be unreasonably withheld. In the event that Grantor exercises its rights hereunder, Grantee shall be reimbursed for any and all expenses incurred for adjustments to Grantee's facilities as a result thereof.

In Witness Whereof, *The said* CITY OF NEWARK, a municipal corporation of the State of Delaware, *hath caused its name by* its City Manager *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.*

CITY OF NEWARK

Sealed and Delivered in the Presence of *BY:* Peter S. Markell

City Manager

ATTEST: Betty Jean Pratt

Secretary

State of Deleware,

NEW CASTLE **County,** } SS.

Be It Remembered, *That on this* 9th *day of* November *in the year of our LORD one thousand nine hundred and* seventy-nine *personally came before me,* the Subscriber, *a Notary Public for the State of Delaware,* Peter S. Markell City Manager of the CITY OF NEWARK, *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* City Manager *hereto 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.

Susan A. Kimblack

Notary Public

C27-21

8

(NO. 40-B) CORPORATE DEED-TYPEWRITER

Printed and Sold by Hugh George Co., Stationers, Wilmington, DE

This Deed, Made this

21 day of FEBRUARY in the year of our LORD one thousand nine hundred and Eighty-five.

BETWEEN, DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia, party of the first part,

A N D

THOMAS G. HATZIS and JOHN HYNANSKY, of New Castle County and State of Delaware, parties of the second part.

Note: Sold to Hatzis
Reserved Easement
Adors Property
18-014.00-268
(City of Newark PARK)

Witnesseth, *That the said party of the first part, for and in consideration of the sum of* THIRTY-FIVE THOUSAND DOLLARS ($35,000.00)---------- *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.

ALL that certain lot, piece or parcel of land situate in the City of Newark, New Castle County and State of Delaware, as shown on Plan dated April 2, 1979, revised September 7, 1979, prepared by Zebley & Associates, Inc., being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the southwesterly side of North Chapel Street, Delaware Route No. 72, said point being the northeasterly end of two junction lines joining the said southwesterly side of Chapel Street with the northeasterly side of the Penn Central Railroad right of way; thence from said point of Beginning by said junction line the two (2) following described courses and distances: (1) South 27° 10' 56" West, 36.30 feet to a point; and (2) South 84° 57' 00" West, 30.33 feet to a point on the said northeasterly side of the Penn Central Railroad right of way; thence the three (3) following described courses and distances: (1) North 65° 48' 40" West, 200.40 feet to a point; (2) North 74° 25' 10" West, 300.00 feet to a point; and (3) North 29° 25' 10" West, 227.93 feet to a point in line of lands now or formerly of the City of Newark; thence thereby North 83° 43' 30" East, 32.63 feet to a point; thence the two (2) following described courses and distances (1) South 29° 25' 10" East, 202.71 feet to a point; and (2) South 74° 15' 23" East, 508.85 feet to a point on the said southwesterly side of North Chapel Street, Delaware Route No. 72; thence thereby South 30° 00' 00" East, 17.55 feet to the point and place of Beginning. Containing within said described metes and bounds 0.5853 acres of land be the same more or less.

BEING the same lands and premises granted and conveyed unto Delmarva Power & Light Company, a corporation of the State of Delaware and the Commonwealth of Virginia, by Deed of the City of Newark, a municipal corporation, dated November 9, 1979, and recorded in the Office of the Recorder of Deeds, in and for New Castle County and State of Delaware, in Deed Record C, Volume 108, Page 216.

C27.21

SUBJECT to the reservations, rights, easements, rights of way, conditions, restrictions and covenants in that certain Deed of the City of Newark.

GRANTOR reserves for itself, its successors and assigns, a perpetual easement and right of way to erect, construct, install, operate, maintain, renew, repair, add to, extend, relocate and remove gas and

H
9

electric transmission, distribution and communication facilities, including towers, poles, wires, cables, pipes, anchor guys, and other necessary accessories and appurtenances for transmitting, distributing, and supplying light, heat, and power in, on, under, over and across the within described parcel. Together with the right from time to time to cut down, trim and remove from the aforesaid right of way, any and all trees which in the judgment of Grantor, its successors and assigns, may endanger the safety, interfere with the use of, or be a menace to the aforesaid facilities; also, the continuous right of ingress and egress to and over the within described premises as may be required for the enjoyment of the said perpetual easement and right of way. Grantee, their heirs, executors, administrators, successors, or assigns shall not erect or permit the erection of any structures within the described parcel, but otherwise, Grantee shall have the right to use the land covered by the said perpetual easement and right of way for any purpose not inconsistent with or in contravention of, as determined by Grantor, the rights of Grantor, its successors and assigns, created herein or otherwise.

In Witness Whereof, *The said* DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia, *hath caused its name by* H. E. COSGROVE *its* Vice *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.*

DELMARVA POWER & LIGHT COMPANY

Sealed and Delivered in the Presence of *BY:* H. E. Cosgrove
Vice *President*

William F. Gibbons Jr.

ATTEST: M K Donoghue
Assistant Secretary

State of Delaware,

NEW CASTLE **County,** } **SS.**

Be It Remembered, *That on this* 21st *day of* FEBRUARY *in the year of our LORD one thousand nine hundred and* Eighty-five. *personally came before me,* the Subscriber, *a Notary Public for the State of Delaware.* H. E. COSGROVE VICE *President of* DELMARVA POWER & LIGHT 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* Vice *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.

William F. Gibbons Jr.
Notary Public

POTTER ANDERSON & CORROON
350 Delaware Trust Building
Wilmington, DE 19801

DEED

FHA 1292-663

DELMARVA POWER & LIGHT COMPANY,
a corporation of the State of
Delaware and the Commonwealth of
Virginia,

A N D

THOMAS G. HATZIS and JOHN
HYNANSKY.

Received for Record

A. D., 19

Recorder

Fee for Recording, &c., $

State of Delaware,

County, } **ss.**

Recorded *in the office for the Recording of Deeds, &c., at Wilmington in and for the County of New Castle in Deed Record* ..... *Vol.* ..... *Page* ..... *&c. the* ..... *day of* ..... *A. D. 19* .....

WITNESS my Hand and the Seal of said office.

.....
Recorder.

DELAWARE DEPARTMENT OF
NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

Division of Water
89 Kings Highway
Dover, DE 19901
dnrec.delaware.gov

DESIGNATION OF AUTHORIZED AGENT

The purpose of this form is to allow the owner(s) of a parcel to authorize an agent to act on their behalf when applying for a permit with the Delaware Department of Natural Resources and Environmental Control (DNREC), Division of Water. When properly completed, this form allows the agent to sign their name on the permit application in place of the owner(s) signature.

Additionally, the authorized agent may sign all future correspondence to the Department as it relates to the permit application. The authorized agent will become the primary point of contact for all correspondence from and to the Department.

The section below must be completed in full, signed, and dated. An electronic original of this form must be submitted to the Department with the application.

I, Charles Reed hereby designate and authorize the person named below to act as my authorized agent in filing a permit application and to furnish any additional information requested by the Department for the project listed below:

Street Address: 601 Harmony Road, Newark, DE 19711

Tax Map Parcel ID: 0901600015

Authorized Agent Name: Owen Stelzig

Company Name: McCormick Taylor

Address: 1501 S Clinton Street, Suite 1150, Baltimore, MD 21224

Phone #: 410-980-6103

E-mail: omstelzig@mccormicktaylor.com

☐ The application for the project mentioned above has been previously submitted and this form acts as a submission for a change in the authorized agent.

Property Owner's Signature	01/06/2026 Date
Charles Reed Property Owner's Printed Name	01/06/2026 Date
Authorized Agent's Signature	01/06/2026 Date
Owen Stelzig Authorized Agent's Printed Name	01/06/2026 Date