

*Northeast Executive Abstract Agency, Inc.
8725 Frankford Ave.
Philadelphia, PA 19136*

Phone: (215)332-9090

Fax: (215)332-8887

December 5, 2014

**Pierce, Caniglia & Taylor
Attention: Nicholas J. Caniglia, Esquire
125 Strafford Avenue, St. 110
Wayne, PA 19087**

**RE: File #: NEA-85627-13
Property Address: 800, 812, 824, 826 Lancaster Ave
City of Villanova
County of Delaware
Owner Name: College of Villanova**

Dear Mr. Caniglia,

In accordance with the documents furnished to us regarding the Villanova University, the Delaware County public records disclosed the following:

THE TITLE TO SAID PREMISES APPEARS TO BE VESTED IN:

Parcel "1"

Deed from The Brothers of the Order of the Hermits of Saint Augustine, dated 12/13/1948 and recorded in Deed Book B-2 page 60 and conveyed unto Augustinian College of Villanova.
Being part of folio number 36-04-02400-10.

Deed from Franklin A. Plummer, dated 4/8/1911 and recorded in Deed F-14 page 392 and conveyed unto Augustinian College of Villanova.
Being part of folio number 36-04-02400-10.

Excepting therefrom, Deed dated June 26, 1980 from Villanova University to The Brothers of the Order of the Hermits of St. Augustine and recorded in Deed Book 2764 page 160.
Being folio number 36-04-02400-11.

CONTINUED

CONTINUED

Parcel "2"

Deed from David L. McKechnie and Eileen McKechnie, dated 8/21/1959 and recorded in Deed Book 1943 page 394 and conveyed unto Villanova University.
Being part of folio number 36-04-02396-00.

Deed from Caroline A. Walter Goetze, dated 2/1/1960 and recorded in Deed Book 1956 page 226 and conveyed unto Villanova University.
Being part of folio number 36-04-02396-00.

Deed from Joseph E. Koesslinger and Gladys E. Koesslinger, dated 11/18/1963 and recorded in Deed Book 2162 page 347 and conveyed unto Villanova University.
Being part of folio number 36-04-02400-10.

Deed from Hicks, dated 1964 and recorded in Deed Book 2174 page 905 and conveyed unto Villanova University.
Being part of folio number 36-04-02400-10.

Deed from Ellen Soret Johnson, Jacques Soret and Robert Soret, dated 1/22/1998 and recorded in Deed Book 1826 page 2383 and conveyed unto Villanova University.
Being folio number 36-04-02401-00.

Parcel "3"

Deed from Fidelity Philadelphia Trust Company, dated 12/7/1938 and recorded in Deed Book 1083 page 10 and conveyed unto Augustinian College of Villa Nova.
Being part of folio number 36-04-02406-00.

Deed from The Travelers Insurance Company, dated 3/5/1941 and recorded in Deed Book 1159 page 302 and conveyed unto Augustinian College of Villanova.
Being part of folio number 36-04-02406-00.

Deed from the Pennsylvania Company for Insurance, dated 7/15/1943 in Deed Book 1192 page 509 and conveyed unto Augustinian College of Villa Nova.
Being part of folio number 36-04-02400-10.

Deed from Charles C. Harrison, Jr. and Marie L. Harrison, dated 6/10/1943 in Deed Book 1237 page 498 and conveyed unto Augustinian College of Villanova.
Being part of folio number 36-04-02406-00.

CONTINUED

CONTINUED

Deed from the County of Delaware, dated 12/10/1946 in Deed Book 1307 page 166 and conveyed unto Augustinian College of Villanova.
Being part of folio number 36-04-02406-00.

If you have any questions, please do not hesitate to contact the undersigned.

Very Truly Yours,

Northeast Executive Abstract Agency, Inc.

the limit of liability on this search is limited to \$500.00

THE FOLLOWING DOCUMENTS HAVE BEEN RECORDED WITH REFERENCE TO ONE OR MORE OF THE PARCELS REFERRED TO IN THIS LETTER:

Restrictions as set forth in Deed Book 557, Page 97 dated January 25, 1923.

Rights granted to Fidelity Philadelphia Trust Company in Deed Book 1083, Page 10 dated December 7, 1938.

Rights granted to Philadelphia Electric Company in Deed Book 1111, Page 265 dated April 22, 1940.

Rights granted to Philadelphia Electric Company in Deed Book 1120, Page 478 dated January 24, 1941.

Rights granted to the Pennsylvania Railroad Company in Deed Book 1312, Page 254 dated June 3, 1947.

Rights granted to Philadelphia Electric Company in Deed Book 1530, Page 485 dated May 23, 1952.

Rights granted to Philadelphia Electric Company in Deed Book 1570, Page 512 dated October 3, 1952.

Rights granted to Philadelphia Electric Company in Deed Book 1570, Page 610 dated October 31, 1952.

Rights granted to Philadelphia Electric Company in Deed Book 1867, Page 610 dated May 22, 1957.

Rights granted to Philadelphia Electric Company in Deed Book 2336, Page 948 dated March 25, 1969.

Any Conditions as shown on plan recorded May 31, 1978, DCPC 14-759-77 in Plan 12, Page 181.

Rights granted to Villanova University from The Brothers of the Order of the Hermits of St. Augustine in Deed Book 2764, Page 160 dated January 26, 1980.

Memorandum of Lease between Villanova University and Delaware County Authority in Deed Book 35, Page 295 dated August 31, 1982.

Memorandum of Sublease between Villanova University and Delaware County Authority in Deed Book 35, Page 300 dated August 31, 1982.

Assignment between Delaware County Authority and Continental Bank in Deed Book 35, Page 307 dated August 31, 1982.

Memorandum of Restated and Amended Lease between Villanova University and Delaware County Authority dated April 21, 1983 and recorded in Deed Book 72, Page 2287.

Memorandum of Restated and Amended Sublease between Villanova University and Delaware County Authority dated April 21, 1983 and recorded in Deed Book 72, Page 2295.

Any Conditions as shown on plan recorded May 24, 1983 "Villanova Dormitories – South Campus" in Plan 13, Page 470.

Rights granted to Philadelphia Electric Company on December 13, 1983 recorded in Deed Book 135, Page 1700.

Any Conditions as shown on plan recorded December 29, 1983 "Multi-Purpose Athletic Facility" in Plan 14, Page 29.

Rights granted to Bell Telephone Company of Pennsylvania as set forth in Deed Book 0561, Page 1142 dated February 22, 1985.

Rights granted to Philadelphia Electric Company as set forth in Deed Book 0225, Page 46 dated March 21, 1985.

Rights granted to Bell Telephone Company of Pennsylvania dated June 24, 1985 and recorded in Deed Book 0268, Page 0220.

Memorandum of Restated, Amended and Continued Lease between Villanova University and Delaware County Authority dated October 23, 1985 recorded in Deed Book 280, Page 0083.

Memorandum of Restated, Amended and Continued Sublease between Villanova University and Delaware County Authority dated October 23, 1985 and recorded in Deed Book 280, Page 90.

Assignment between Delaware County Authority and Continental Bank dated September 15, 1987 and recorded in Deed Book 280, Page 97.

Rights granted to Bell Telephone Company of Pennsylvania dated August 1987 in Deed Book 00512, Page 1466.

Memorandum of Supplemental Lease between Villanova University and Delaware County Authority dated March 10, 1988 in Deed Book 0556, Page 1315.

Memorandum of Supplemental Lease between Villanova University and Delaware County Authority dated March 10, 1988 in Deed Book 0556, Page 1321.

Assignment between Delaware County Authority and Continental Bank dated March 9, 1988 and recorded in Deed Book 556, Page 1327.

Rights granted to Bell Telephone Company of Pennsylvania dated February 29, 1988 in Deed Book 0561, Page 1192.

Deed Restriction between Villanova University and the Township of Radnor dated April 22, 1988 in Deed Book 0573, Page 2171.

Any Conditions as shown on plan recorded March 10, 1988 "South Campus" in Plan 15, Page 399.

Any Conditions as shown on plan recorded November 19, 1990 "Liberal Arts" in Plan 17, page 28.

Rights granted to Philadelphia Electric Company recorded in Deed Book 0848, Page 1060.

Memorandum of Second Supplemental Sublease between Villanova University and Delaware County Authority dated August 19, 1991 and recorded in Deed Book 0890, Page 0828.

Memorandum of Second Supplemental Lease between Villanova University and Delaware County Authority dated August 19, 1991 and recorded in Deed Book 0890, Page 0835.

Assignment between Delaware County Authority and Continental Bank dated August 19, 1991 and recorded in Deed Book 0893, Page 0548.

Order of Pennsylvania Public Utility Commission Order dated April 23, 1992 and recorded in Deed book 0964, Page 0711.

Rights granted to Bell Telephone Company of Pennsylvania on February 14, 1992 and recorded in Deed Book 0973, Page 0135.

Memorandum of Third Supplemental Lease between Villanova University and Delaware County Authority dated December 1, 1992 and recorded in Deed Book 1045, Page 1302.

Memorandum of Third Supplemental Sublease between Villanova University and Delaware County Authority dated December 1, 1992 and recorded in Deed Book 1045, Page 1310.

Any Conditions as shown on plan recorded March 19, 1993 "Student Apartments West Campus" in Plan 17, Page 458.

Memorandum of Fourth Supplemental Lease between Villanova University and Delaware County Authority dated August 26, 1993 and recorded in Deed Book 1138, Page 0736.

Memorandum of Fourth Supplemental Sublease between Villanova University and Delaware County Authority dated August 26, 1993 and recorded in Deed Book 1138, Page 0747.

Deed of Easement between Villanova University and Commonwealth of Pennsylvania, Department of Transportation dated March 18, 1994 and recorded in Deed book 1271, Page 0053.

Any Conditions as shown on plan recorded April 27, 1994 "Garey Hall Renovations" in Plan 18, Page 150.

Memorandum of Fifth Supplemental Lease between Villanova University and Delaware County Authority dated May 25, 1995 and recorded in Deed Book 1364, Page 0325.

Memorandum of Fifth Supplemental Sublease between Villanova University and Delaware County Authority dated May 25, 1995 and recorded in Deed Book 1364, Page 0336.

Rights granted to Bell Atlantic – Pennsylvania, Inc. dated June 7, 1995 and recorded in Deed Book 1435, Page 0142.

Any Conditions as shown on plan recorded April 24, 1996 "South Campus Site Plan" in Plan 19, Page 24.

Any Conditions as shown on plan recorded May 20, 1996 "Engineering Lab Building: in Plan 19, Page 45.

Any Conditions as shown on plan recorded on December 17, 1996 "Liberal Arts Center" in Plan 19, Page 193.

Any Conditions as shown on plan recorded June 13, 1997 "Maintenance Building Addition" in Plan 19, Page 322.

Any Conditions as shown on plan recorded January 23, 1998 "Parking Expansion and Pump Station Addition" in Plan 19, page 452.

Sanitary Sewer Easement Agreement between Villanova University and Township of Radnor dated March 30, 1998 and recorded in Deed Book 1699, Page 0334.

Any Conditions as shown on plan recorded July 14, 1998 "West Campus Expansion" in Plan 20, Page 57.

Any Conditions as shown on plan recorded January 23, 1998 "Athletic Storage Facility and Offices" in Plan 20, Page 99.

Any Conditions as shown on plan recorded March 30, 1999 "Stadium Accessibility Renovations" in Plan 20, Page 228.

Any Conditions as shown on plan recorded April 20, 1999 "Bartley Hall" in Plan 20, Page 242.

Any Conditions as shown on plan recorded September 22, 1999 "St. Mary's" in Plan 20, Page 352.

Any Conditions as shown on plan recorded June 21, 2000 "Bartley Hall Addition" in Plan 21, Page 34.

Any Conditions as shown on plan recorded April 24, 2001 "Proposed Softball Press Box" in Plan 21, Page 235.

Any Conditions as shown on plan recorded October 24, 2001 "Health Center" in Plan 22, Page 124.

Any Conditions as shown on plan recorded December 19, 2002 "Modular Units" in Plan 23, Page 149.

Any Conditions as shown on plan recorded September 15, 2004 "Engineering Lab Building" in Plan 26, Page 288.

Stormwater Controls and Maintenance Agreement between Villanova University and Radnor Township dated September 15, 2004 and recorded in Deed Book 03461, Page 1698.

Any Conditions as shown on plan recorded December 6, 2005 "Vasey Hall Addition" in Plan 28, Page 212.

Any Conditions as shown on plan recorded August 24, 2006 "Temporary Trailers" in Plan 29, Page 316.

Stormwater Controls and Maintenance Agreement between Villanova University and Radnor Township dated November 10, 2006 and recorded in Deed Book 04040, Page 1076.

Any Conditions as shown on plan recorded November 28, 2006 "Intercollegiate Athletics and Recreation Facility in Plan 29, Page 477

Any Conditions as shown on plan recorded March 1, 2007 "Nursing" in Plan 30, Page 94.

Any Conditions as shown on plan recorded March 29, 2007 "Press Box and Dugout Plans" in Plan 30, Page 148

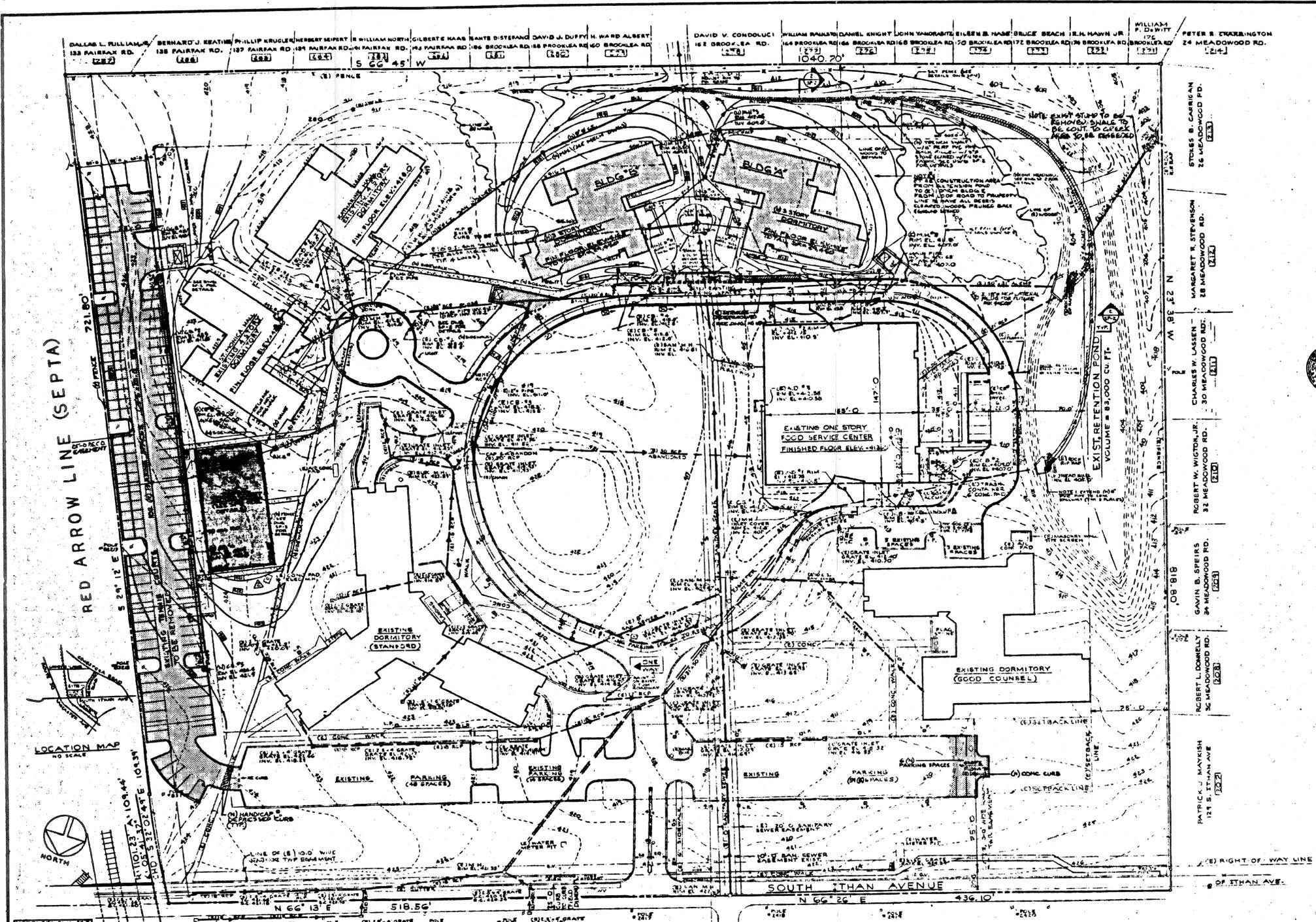
Any Conditions as shown on plan recorded October 24, 2007 "Villanova Law School" in Plan 31, Page 60.

Traffic Signal Equipment Easement Agreement between Villanova University and Township of Radnor dated December 19, 2007 and recorded in Deed Book 4277, Page 1510.

Traffic Signal Equipment Easement Agreement between Villanova University and Township of Radnor dated September 2, 2008 and recorded in Deed Book 4449, Page 1702.

Traffic Signal Easement Agreement between Villanova University and Township of Radnor dated June 17, 2009 and recorded in Deed Book 4570, Page 2142.

Stormwater Controls and Maintenance Agreement between Villanova University and Radnor Township dated May 27, 2011 and recorded in Deed Book 04946, Page 1462.



RADNOR TOWNSHIP
 Delaware, Co., Penn.
 SUBDIVISION PLAN No. 270-2
 Received 2-18-87 File # 1000-100
 Roads: Surface Drain
 Sowers: Surface Drain
 Conformity Checked By: John M. Kelly, Eng.
 APPROVED: Sept 17, 1987
John M. Kelly President
 Attest: Charles E. Pelt Secy.
 Recorded: Deed/BK No. Page

REVIEWED BY THE DELAWARE
 COUNTY PLANNING COMMISSION
 DATE: March 19, 1987
 ATTEST: Ed E. Pelt Secy.
 EXECUTIVE DIRECTOR
 DCPD NO. 34-1373-02-87



RECORDED In the Office for Recording
 of Deeds in and for Del. Co., Pa., in
 Book 15
 No. 399 Page 399
 WITNESS my hand and seal of Office this
10 day of March, A.D. 1987
James J. Walsh
 Recorder of Deeds

REVISIONS	
NO.	DESCRIPTION
1	ADDED SURFACE DRAIN
2	ADDED SURFACE DRAIN
3	ADDED SURFACE DRAIN
4	ADDED SURFACE DRAIN
5	ADDED SURFACE DRAIN
6	ADDED SURFACE DRAIN
7	ADDED SURFACE DRAIN
8	ADDED SURFACE DRAIN
9	ADDED SURFACE DRAIN
10	ADDED SURFACE DRAIN

- I LEGEND**
- EXISTING TO REMAIN
 - EXISTING TO BE REMOVED
 - NEW CONSTRUCTION (WORK NOT INCLUDED UNDER THIS SECTION)
 - EXISTING GRADES
 - EXISTING SIDEWALK TO REMAIN
 - EXISTING SIDEWALK OR CURB TO BE REMOVED
 - NEW OR FUTURE SIDEWALK
 - PROPERTY LINE
 - RIGHT-OF-WAY OR EASEMENT LINE
 - EXISTING LIGHTPOST
 - EXISTING CATCH BASIN
 - NEW CATCH BASIN OR AREA DRAIN
 - EXISTING MANHOLE
 - NEW MANHOLE
 - EXISTING PIPING
 - NEW PIPING
 - NEW PARKING SPACE
 - NEW PARKING AND ROADWAYS
 - PROPOSED SIGNAGE
 - NEW TENNIS COURT
 - EXISTING UTILITY LINES

- II GENERAL NOTES**
- SEE DWG. SP. 2 FOR SECTIONS & DETAILS
 - SEE SP. 3 FOR ENLARGED SITE PLAN
 - SEE DWG. SP. 4 FOR DETAILS NOT SHOWN ON THIS DWG.
 - ALL EXISTING SITE INFORMATION HAS BEEN OBTAINED FROM THE HILLIER GROUP'S DWG. TITLED 'FINAL SITE DEVELOPMENT, GRADING AND SITE PLAN' DATED 10-18-81.
 - ALL REINFORCED CONCRETE PIPE SHALL MEET ASTM STANDARD C76-81.
 - ALL REINFORCED CONCRETE PIPE SHALL MEET ASTM STANDARD C44-79.
 - ALL ALGEBRAIC CONCRETE CATCH BASIN INLETS AND LAINERS SHALL MEET SPECIFICATIONS FOR 15-30 LBS. LOADS.
 - ALL DISTURBED SURFACES NOT RECEIVING IMPERVIOUS COVER SHALL BE PREPARED AND SEEDDED ACCORDING TO SPECIFICATIONS.
 - BRICKMANS & MANHOLES WILL BE AN ACCEPTABLE ALTERNATE AS LONG AS THEY MEET TOWNSHIP STANDARDS.
 - ALL ASPHALT COATED CORRUGATED METAL PIPE SHALL BE GALVANIZED.
 - ALL GALVANIZED SHEETS USED FOR PIPE FABRICATION SHALL MEET ASTM SPEC. FOR LANDFILL WORK REQUIRED.
 - ALL PARKING AREAS TO HAVE 2" WIDE (PENNDOT APPROVED) PAINTED WHITE PARKING STRIPES.

- III ZONING REQUIREMENTS**
- TOTAL SITE AREA = 18.677 ACRES
 - NEW BUILDINGS
 - THREE STORY DORM BUILDING SHALL HAVE A MAXIMUM OF 40'-4" TO ONE STAIR TOWER PARAPET (AVERAGE BUILDING HEIGHT 27'-4" NOT INCLUDING STAIR TOWER)
 - MAXIMUM LENGTH OF NEW BUILDING = 160'-0"
 - DORM OCCUPANCE = 181 PERSONS PER BUILDING
 - MINIMUM GROSS FLOOR AREA PER DORMITORY ROOM = 200 S.F. (NUMBER OF OCCUPANTS PER ROOM = 8)
 - EXISTING DORM BUILDING
 - STANFORD IS FIVE STORIES AND REACHES 54'-0" IN HEIGHT (AVANCEE HAS OBTAINED)
 - GOOD COUNSEL IS THREE STORIES AND APPROXIMATELY 30'-0" IN HEIGHT
 - THE EXISTING FOUR STORY DORM BUILDINGS ARE 49'-0" HIGH TO PENTHOUSE PARAPET
 - FOOD SERVICE CENTER IS ONE STORY AND APPROXIMATELY 20'-0" IN HEIGHT
 - MAXIMUM LENGTH OF EITHER BUILDING IS 160'-0" PER WING
 - DORM OCCUPANCE:
 - STANFORD = 532 PERSONS
 - GOOD COUNSEL = 280 PERSONS
 - FOUR STORY DORMS = 164 PERSONS PER BUILDING
 - BUILDING COVERAGE
 - EXISTING DORMS & FOOD SERVICE = 1.817 ACRES
 - NEW DORMS = .48 ACRES
 - TOTAL = 2.317 ACRES (12.38% OF SITE)
 - PARKING AREAS ON SITE
 - EXISTING = 184 SPACES 9'-6" x 20'-0"
 - NEW 107 SPACES 9'-6" x 20'-0"
 - HANDICAP SPACES @ 12'-0" x 22'-0"
 - IMPERVIOUS COVER (BUILDING & PAVING INCLUDING)
 - EXISTING AREAS = 316 ACRES (INCL. 17.80 CAR LOT)
 - NEW AREAS = 1.39 ACRES
 - TOTAL AREA = 317.39 ACRES (17.34% OF SITE)
 - CAMPUS COVERAGE (INCLUDING NEW BUILDING SHOWN)
 - TOTAL NUMBER OF DORM ROOMS = 1615
 - APPROXIMATE CAMPUS SQUARE FOOTAGE = 9,589,000
 - APPROXIMATE BUILDING COVERAGE = 666,800 S.F.T. (6.95% OF ENTIRE CAMPUS)

NOTE: NO ADDITIONAL STRUCTURES TO BE CONSTRUCTED OR PLACED UPON THE 18.677 ACRES TRACT OF LAND KNOWN AS THE VILLANOVA UNIVERSITY SOUTH CAMPUS.

State of Delaware
 County of Delaware
 On this, the 2 day of March, 1987, before me, the undersigned officer, personally appeared James J. Walsh, who being duly sworn according to law, depose and say that he is the owner or equitable owner of the property shown on this plan that the subdivision plan thereof was made at his direction and that he acknowledges the same to be his act and plan and desires the same to be recorded as such according to law.

Witness my hand and seal this day and date above written.
James J. Walsh
 Notary Public
 My Comm. Expires 12/31/89

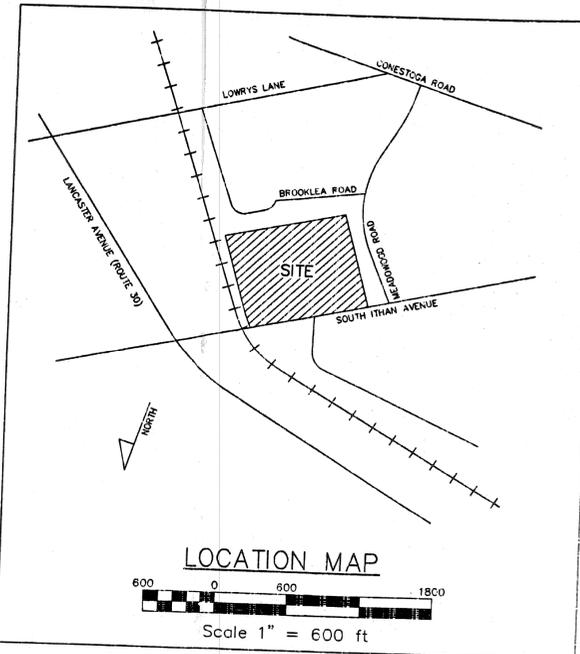
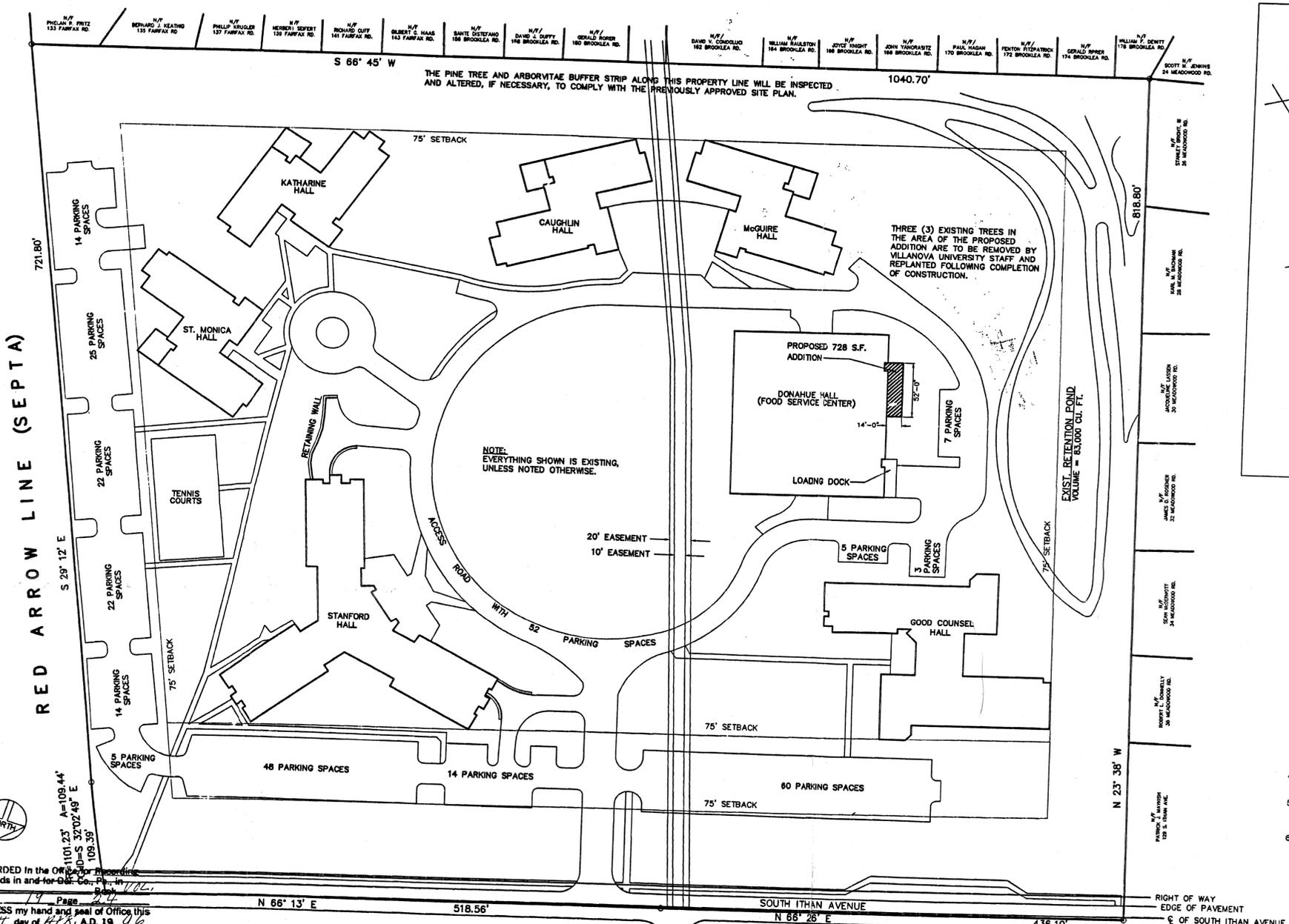
BRANDY HOBLEY, INC.
 CONSULTING ENGINEERS
 15 PAUL ROAD, PAOLI, PA 19381
 610-794-6288

The Hillier Group
 Architecture
 Planning
 Interior Design
 CM-23 • 777 Alexander Road
 Princeton, New Jersey 08502
 Telephone: 609-682-1100

Joseph D. Barone, AIA
 George J. Collins, AIA
 Steven F. DeLoach, AIA
 Robert H. Hines, AIA
 John J. Pearce, Jr., AIA
 Joel C. Booth, AIA
 Bernard A. Wilson, Jr., AIA
 Corneil F. Winkler, AIA



Project: VILLANOVA UNIVERSITY SOUTH CAMPUS
 Sheet Title: FINAL DEVELOPMENT GRADING SITE PLAN
 Date: 2-17-87
 Scale: 1" = 40'-0"
 Drawing No.: 00
 Sheet No.: PCB
 SP-1



- ZONING REQUIREMENTS**
- TOTAL SITE AREA = 18.877 ACRES
 - EXISTING DORM BUILDINGS
 - STANFORD IS FIVE STORIES AND REACHES 54'-0" IN HEIGHT (A VARIANCE WAS OBTAINED)
 - GOOD COUNSEL IS THREE STORIES AND APPROXIMATELY 30'-0" IN HEIGHT
 - ST. MONICA AND KATHARINE ARE 49'-0" HIGH TO PENTHOUSE PARAPET
 - CAUGHLIN AND MCGUIRE HAVE A MAXIMUM OF 40'-4" TO ONE STAIR TOWER PARAPET (AVERAGE BUILDING HEIGHT 27'-4" NOT INCLUDING STAIR TOWER)
 - FOOD SERVICE CENTER IS ONE STORY AND APPROXIMATELY 20'-0" IN HEIGHT
 - MAXIMUM LENGTH OF EITHER BUILDING IS 160'-0" PER WING
 - BUILDING OCCUPANCY:

STANFORD	= 532 PERSONS
GOOD COUNSEL	= 250 PERSONS
ST. MONICA	= 164 PERSONS
KATHARINE	= 164 PERSONS
CAUGHLIN	= 123 PERSONS
MCGUIRE	= 123 PERSONS
 - BUILDING COVERAGE
 - EXISTING DORMS & FOOD SERVICE = 2.347 ACRES
 - NEW ADDITION = 0.017 ACRES
 - TOTAL = 2.364 ACRES
 - ALLOWABLE BUILDING COVERAGE: 30% OF TOTAL LOT AREA
 - TOTAL BUILDING COVERAGE: 12.52% OF TOTAL LOT AREA
 - EXISTING PARKING AREAS ON SITE
 - 291 SPACES AT 9'-6" x 20'-0" AND 2 HANDICAP SPACES AT 12'-0" x 22'-0"
 - IMPERVIOUS COVER (BUILDING AND PAVING INCLUDED)
 - EXISTING AREAS = 5.35 ACRES
 - NEW AREAS = 0.02 ACRES
 - TOTAL AREA = 5.37 ACRES (28.45% OF SITE)
 - CAMPUS COVERAGE
 - TOTAL NUMBER OF DORM ROOMS = 1,615
 - APPROXIMATE CAMPUS SQUARE FOOTAGE = 9,589,000
 - APPROXIMATE BUILDING COVERAGE = 666,630 SQ. FT. (6.95% OF ENTIRE CAMPUS)

RECORDED in the Office of the Recorder of Deeds in and for Delaware County, Pa., in Vol. No. 17 Page 247
 WITNESS my hand and seal of Office this 14th day of April, A.D. 1996

REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION
 DATE: JANUARY 18 1996
 ATTEST: [Signature]
 EXECUTIVE DIRECTOR
 DCPD NO. 34-1528-77-23-24-25-26-27-28-29-30-31-32-33-34-35-36

RADNOR TOWNSHIP
 Delaware Co., Penna.
 SUBDIVISION PLAN No. 95-D-16
 Approved 12-13-95 File #118
 Plans 2 to be filed
 Severed Donahue Hall
 Conformity checked by [Signature]
 APPROVED APRIL 20, 1996
 Attest: [Signature]
 Recorder

Notary Public
 LYN O. ELLIS, Notary Public
 Radnor Twp., Delaware County
 M.C. - 0000001 - expires Jan 22, 1999

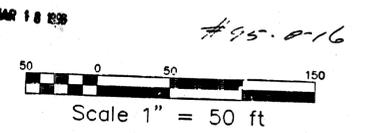
ASSOCIATED ENGINEERING CONSULTANTS INC.
 P.O. Box 2423
 South Eastern, PA 19399
 (610) 988-9108

PA P.E. SEAL 027452-E
 DAVE E. BRANDT
 019893-0001

VILLANOVA UNIVERSITY

VILLANOVA UNIVERSITY
 South Campus
 Site Plan
 SCALE: 1" = 50' DATE: 3/14/96

SP-1
 Pg. 1 of 1
 Drawn By: CRS
 Check By: DCB



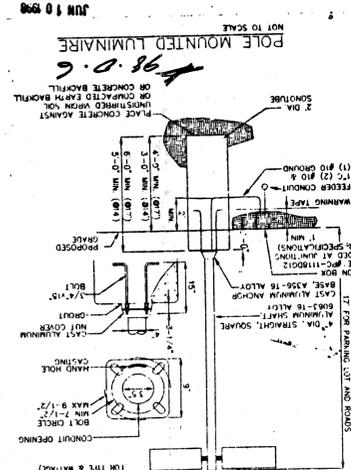
36-04-02400-00
 TRAS 4/21/96



Scale 1" = 100 ft

REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION
 DATE: 11/19/88
 DCPD NO. 88-277-16
 80-4-26-16

LUMINAIRE LEGEND:
 (2) 175W MH LUMINAIRE ON 17 FT. POLE
 175W MH LUMINAIRE ON 17 FT. POLE
 100W MH LUMINAIRE ON 14 FT. POLE
 100W MH LUMINAIRE ON 14 FT. POLE



PARKING SPACES
 EXISTING SPACES TO REMAIN = 249
 NEW SPACES = 354
 TOTAL PARKING SPACES = 603

RADNOR TOWNSHIP
 SUBDIVISION PLAN No. 18-D-0-10
 Received 4-13-88
 Approved 4-14-88
 Approved 4-14-88
 Approved 4-14-88

As a condition of the neighborly agreement, the applicant agrees to...
 The duration will continue 25 years...
 The western tree buffer will be planted...
 The density of buffer trees will be enhanced...
 All perimeter street and parking lot lighting...
 The township noise ordinance with respect...
 strictly adhered to.

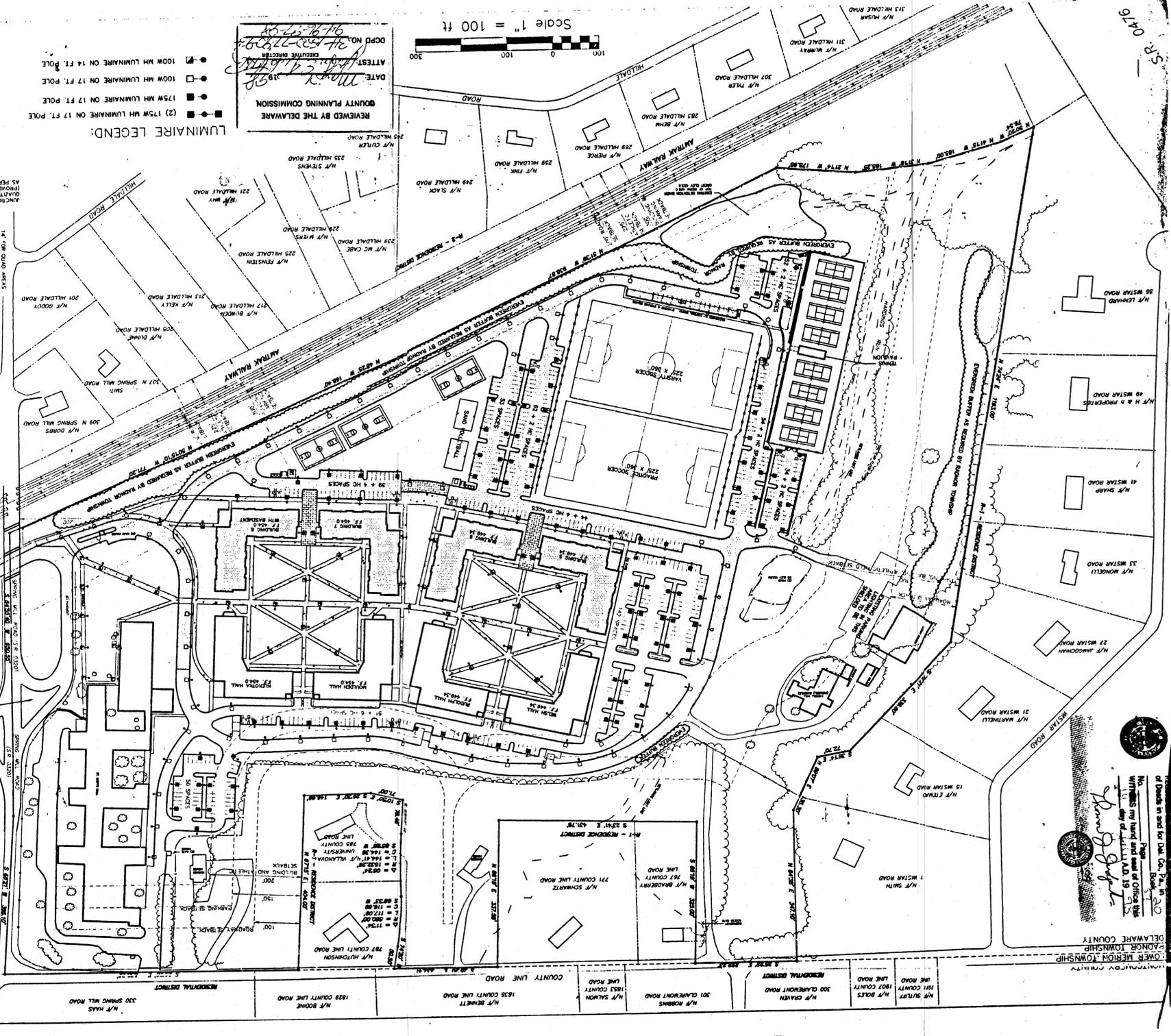
VILANOVA UNIVERSITY
WEST CAMPUS EXPANSION
RADNOR TOWNSHIP, DELAWARE COUNTY
VILANOVA, PENNSYLVANIA

Professional Engineer License No. 12222
 David C. Barranti
 David C. Barranti
 David C. Barranti

Professional Engineer License No. 12222
 David C. Barranti
 David C. Barranti
 David C. Barranti

Professional Engineer License No. 12222
 David C. Barranti
 David C. Barranti
 David C. Barranti

Professional Engineer License No. 12222
 David C. Barranti
 David C. Barranti
 David C. Barranti



DELAWARE COUNTY
 RADNOR TOWNSHIP
 Page No. of 19
 Witness my hand and seal of office this 19th day of April 1988
 David C. Barranti



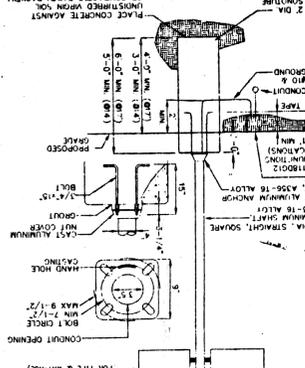


Scale 1" = 100 ft

REVIEWED BY THE DELAWARE COUNTY PLANNING COMMISSION
 DATE: 10/13/98
 ATTEST: [Signature]
 DEPT NO. 317-272-716
 04/16/98

- LUMINAIRE LEGEND:
- (2) 175W MH LUMINAIRE ON 17 FT. POLE
 - 100W MH LUMINAIRE ON 17 FT. POLE
 - 100W MH LUMINAIRE ON 14 FT. POLE

JUN 10 1998
 POLE MOUNTED LUMINAIRE
 198-0-C



PARKING SPACES
 EXISTING SPACES TO REMAIN = 249
 (50) + (51+6) + (142) = 249
 NEW SPACES = 354
 (39+4) + (44+4) + 53 +
 (62+7) + (52+2) = 354
 TOTAL PARKING SPACES = 603
 (249) + (354) = 603

RADNOR TOWNSHIP
 SUBDIVISION PLAN NO. 018-D-C
 APPROVED CONDITIONALLY 2-2-98
 APPROVED 10/10/98
 [Signatures]

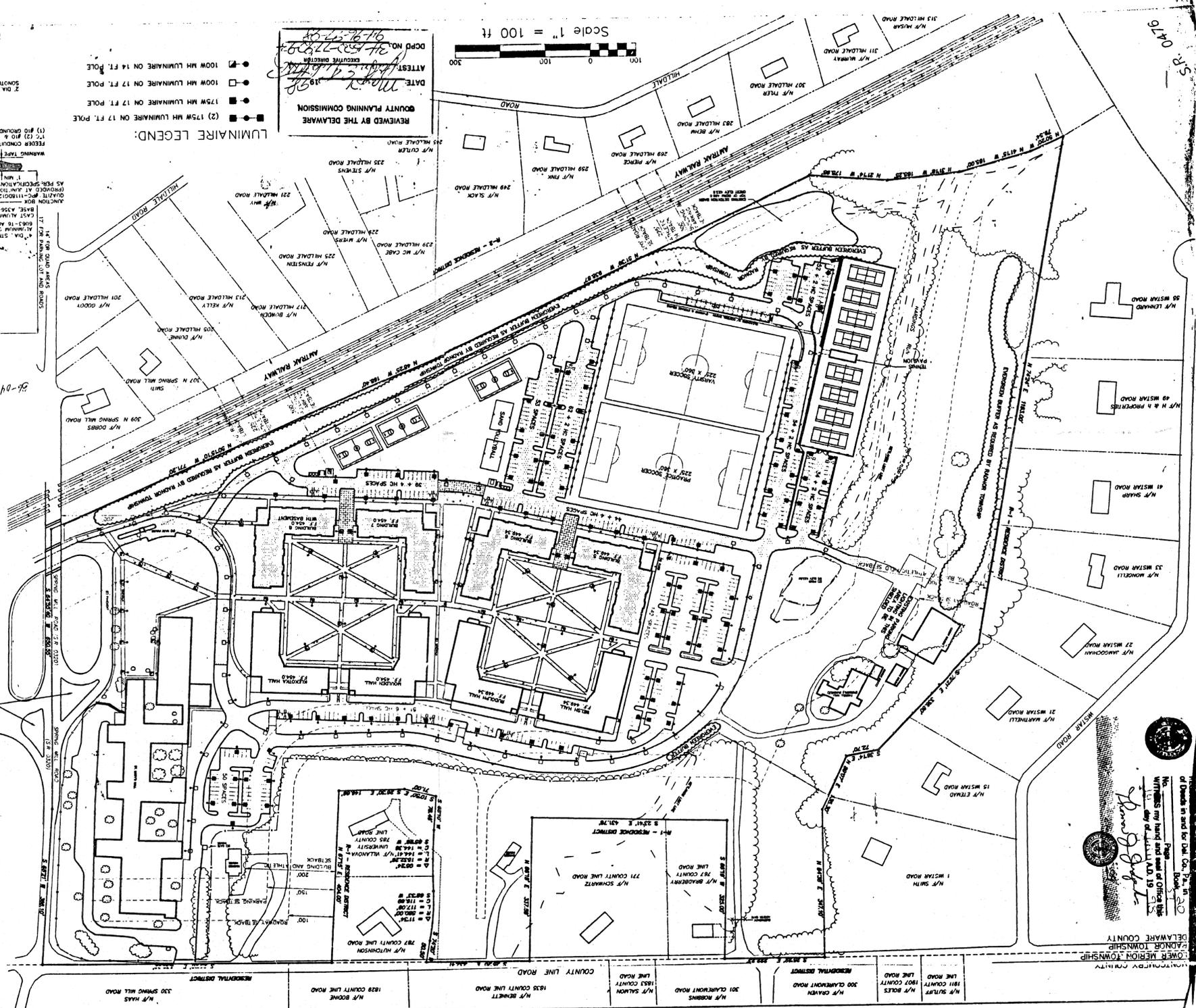
As a condition of the rezoning...
 The duration will continue 25 years...
 The density of buffer trees will be enhanced...
 To provide a continuous screen on the western...
 and southern perimeter.
 All perimeter street and parking lot lighting...
 will be corded away from neighboring properties.
 The township noise ordinance with respect to...
 construction start and stop times will be...
 strictly adhered to.

VILLANOVA UNIVERSITY
 WEST CAMPUS EXPANSION
 RADNOR TOWNSHIP, DELAWARE COUNTY
 VILLANOVA, PENNSYLVANIA

DAVID C. BIANCHI
 ENGINEER

HILLER
 ENGINEERS & ARCHITECTS, INC.

DELAWARE COUNTY PLANNING COMMISSION



DELAWARE COUNTY
 RADNOR TOWNSHIP
 LOWER MERION TOWNSHIP
 [Signatures]

PARCEL 1

RECORD OWNER AND LIEN CERTIFICATE

Effective Date:

NOTE: The status or validity of title to the subject premises may be affected by matters disclosed by survey, rights of parties in possession and other items not found of record and not certified hereon. Therefore, the Applicant is cautioned against using this Certificate as a basis for consummating a real estate transaction, until this Certificate is converted into a Title Record, Binder, or Commitment, at which time additional exceptions and settlement requirements will be added.

DESCRIPTION

PARCEL "1"

ALL THAT CERTAIN tract, piece or parcel of land with the messuages, tenements, barns, buildings and improvements thereon erected, Situate in the Township of Radnor in the County of Delaware and Commonwealth of Pennsylvania described as follows:

BEGINNING at a stone set for a corner in the line dividing the Counties of Montgomery and Delaware being also a corner of land of Phillip Lowery; thence along the said county line North twenty seven and one-half degrees West, Two hundred three and seven-tenths perches to a stone a corner of land of Peter Gaskill, deceased; thence by the same the two following courses and distances: South sixty four degrees West, Forty seven perches to a corner stone; thence North thirty four and three-quarter degrees West, Twenty three and eight-tenths perches to a corner stone in the line of land of Elisha Moore; thence by the said land late of Peter Gaskill, deceased, the five following courses and distances: South sixty three and one-quarter degrees West, Ninety four and seven-tenths perches to a corner stone; thence South twenty eight and three-quarter degrees East, One and five-tenths perches to a corner stone; thence North sixty three and three-quarter degrees East, Thirteen perches to a corner stone; thence South twenty eight and one-half degrees East, Forty nine and nine-tenths perches to a corner stone; thence South sixty three and one-half degrees West, Nine and two-tenths perches to a stone, a corner of land late of Bartle Bartteson, deceased; thence by the same the two following courses and distances: South twenty seven degrees East, One hundred twenty six and nine-tenths perches to a corner stone; thence South sixty three and one-half degrees West, Twenty six and four-tenths perches to a stone, a corner of land of James Crawley; thence by the same South twenty six degrees, thirty five minutes East, Forty nine and five-tenths perches to a stone, a corner of land of John Guyger; thence by the same and partly by land of the said Phillip Lowery North sixty three degrees, thirty five minutes East, One hundred sixty seven and sixty five one-hundreds perches to the place of beginning.

ALL THAT CERTAIN tract or piece of land, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, on the 24th day of April AD, 1905 as follows, to wit:

BEGINNING at a spike in the middle of Lancaster Avenue, a corner of land of Dr. George B. Baker; thence by said Baker's land South sixty six degrees, twenty four minutes West, Six hundred sixty six and ninety three one-hundredths feet to a stake; thence continuing partly by said Baker's land and partly by land of George H. McFadden, South sixty six degrees, forty five minutes West, One thousand one hundred ninety three and two-tenths feet to a stone; thence still by said McFadden's land North twenty three degrees, thirty eight minutes West, Eight hundred eighteen and eight-tenths feet to a stake in the middle of Ithan Avenue, passing over a stone one and five-tenths feet from said stake; thence along the middle line of said Avenue, by land now or formerly of Joseph M. Dohan and others, North sixty six degrees, twenty six minutes East, Four hundred thirty six and one-tenths feet to a stone; thence continuing by the last mentioned land North twenty four degrees, six minutes West, Eight hundred sixty four and three-tenths feet to a stake a corner of land of Mrs. John Kent Kane; thence by the last mentioned land North nineteen degrees, two minutes East, Three hundred twenty six and forty five one-hundredths feet to a spike in the middle of Lancaster Avenue aforesaid; thence along the middle line of said Avenue by other land of the Augustinian College of Villa Nova, the six next following courses and distances to wit: South seventy degrees, forty two minutes East, Six hundred fifty two and six-tenths feet to a spike; South sixty five degrees, fifty seven minutes East, Two hundred thirty one and eight-tenths feet to a spike; South sixty degrees, forty eight minutes East, Two hundred thirty feet to a spike; South fifty six degrees, three minutes East, Two hundred feet to a spike, South fifty one degrees, one minute East, One hundred fifty feet to a spike at the intersection of the middle lines of Lancaster Avenue and Ithan Avenue, and thence South forty one degrees, six minutes East, Eight hundred sixty nine and three-tenths feet to the place of beginning.

TOGETHER with the uninterrupted right, use and privilege at all times hereafter, forever, of St. Thomas Road (Forty feet in width) Villa Nova Road (Forty feet in width) and Barclay Road (Forty feet in width) now open and in use as shown on plan of Villa Nova tract and recorded at Media in Deed Book L No. 12 page 24, or any other road or roads that may hereafter be laid out or substituted for the roads hereinbefore mentioned.

EXCEPTING THEREFROM such portion thereof as were included in the tracts and pieces of land granted and conveyed by the Homestead Real Estate Company to the Philadelphia and Western Railway Company by Indenture bearing date the 2nd day of December AD, 1908 and recorded in the Office for the Recording of Deeds, in and for the County of Delaware at Media in Deed Book S No. 12 page 443, bounded and described as follows, to wit:

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows, to wit: A strip of land extending from the division line between the lands now or late of Lillie S. W. Baker and lands late of the Augustinian College of St. Thomas of Villa Nova, across the lands late of said College to the division line between said lands late of said College

and the lands late of Joseph M. Dohan, et al, and being Ninety feet wide extending Forty five feet each side of land parallel with the centerline of the Philadelphia Western Railroad, except at said division lines, said center line being described as follows:

BEGINNING at a Station 387+03.5 where the center line crosses the dividing line between the lands now or late of Lillie S. W. Baker and said Augustinian College of St. Thomas of Villa Nova; thence North twenty eight degrees, fifteen minutes West, Seven hundred twenty five and three-tenths feet to Station 394+28.8; thence by a five degree curve to the left, Nine hundred three feet to Station 403+31.8; thence seventy three degrees, twenty four minutes West, Two hundred twenty five and two-tenths feet to Station 405+57, being the point where the center line of railroad crossed the dividing line between the lands of said College and the lands now or late of Joseph M. Dohan and Frank B. Rhodes, the last above described strip of land being Eighteen hundred fifty three and five-tenths feet long more or less, and containing Three and eighty three one-hundredths acres more or less.

ALSO ALL THOSE TWO CERTAIN lots or pieces of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Northerly right of way line of the railway at its intersection with the dividing line between the lands formerly of Villa Nova College and the lands now or late of Margaret P. Kane; thence along the said dividing line North nineteen degrees, fifty eight minutes, thirty seconds East, Forty five feet to a point; thence by land formerly of Villa Nova College the three following courses and distances: South seventy three degrees, twenty four minutes East, Sixty one and nine-tenths feet to a point; thence by a curve to the left, having a radius of Sixty feet, a distance of Ninety and sixty five one-hundredths feet to a point; thence North nineteen degrees, fifty nine minutes East, Two hundred twelve and eighty eight one-hundredths feet to a point in the center of the Lancaster Turnpike; thence along the center line of the Lancaster Turnpike South sixty nine degrees, forty five minutes, thirty seconds East, Forty feet to a point; thence by land formerly of Villa Nova College the following five courses and distances: South nineteen degrees, fifty nine minutes West, Two hundred eight and thirty one-hundredths feet to a point; thence by a curve to the left, having a radius of Sixty feet, a distance of Ninety seven and eight-tenths feet to a point; thence South seventy three degrees, twenty four minutes East, One hundred eighty six and forty one-hundredths feet to a point; thence South sixty three degrees, twenty nine minutes East, One hundred thirty feet to a point; thence South nineteen degrees, fifty nine minutes West, Fifty one feet to a point on the Northerly right of way line; thence along the Northerly right of way line the following two courses and distances: By a curve to the left, having a radius of Eleven hundred ninety one and twenty eight one-hundredths feet a distance of Two hundred eighty two and two-tenths feet to a point; thence North seventy three degrees, twenty four minutes West, Two hundred fifty six and seven-tenths feet to the point of beginning.

BEGINNING at a point on the Southerly right of way line at its intersection with the dividing line between the lands formerly of Villa Nova College and the lands formerly of Joseph M. Dolan and Frank B. Rhodes; thence along the Southerly right of way line the following two courses and distances: South seventy three degrees, twenty four minutes East, One hundred eighty six and four-tenths feet to a point; thence by a curve to the right, having a radius of Eleven hundred one and twenty eight one-hundredths feet, a distance of One hundred fifteen feet to a point; thence by land formerly of Villa Nova College the following two courses and distances: North eighty seven degrees, twenty two minutes West, One hundred sixty one and six-tenths feet to a point; thence South sixteen degrees, thirty six minutes West, One hundred twenty seven and nine-tenths feet to a point in St. Thomas Road, said point being Seven and two-tenths feet from the center line of said road; thence along the dividing line between the lands formerly of Villa Nova College and the lands formerly of Dohan and Rhodes, North twenty three degrees, nine minutes, thirty seconds West, Sixty two and seventy five one-hundredths feet to a point; thence by land formerly of Villa Nova College the following two courses and distances: North sixteen degrees, thirty six minutes East, Seventy four and fifty four one-hundredths feet to a point; thence North seventy three degrees, twenty four minutes West, Sixty two and two-tenths feet to a point; thence along the dividing line between the lands formerly of Villa Nova College and the lands formerly of Dohan and Rhodes, North twenty three degrees, nine minutes, thirty seconds West, Sixty five and fifty five one-hundredths feet to the point of beginning.

RECORD TITLE: THE TITLE TO SAID PREMISES APPEARS TO BE VESTED IN:

The Augustinian College of Villanova in the Commonwealth of Pennsylvania by Deed dated December 13, 1848 from the Brothers of the Order of Hermits of Saint Augustine and recorded in Deed Book B-2 page 60.

RECORD TITLE: THE TITLE TO SAID PREMISES APPEARS TO BE VESTED IN:

The Augustinian College of Villanova in the Commonwealth of Pennsylvania by Deed dated April 8, 1911 from Franklin A. Plummer and recorded in Deed Book F-14 page 392.

Being Folio Number 36-04-02400-10

B2
Pg 60
1853
1848

husband by one examined the full contents thereof being first made known to her did declare that she did voluntarily and of her own free will and accord sent said as her act and deed deliver the said indenture without any coercion or compulsion on the part of her said husband. Her testimony whereof I have hereunto set my hand and seal of Office the day and year aforesaid.
Recorded August 13, 1853 Sillig Recd. *Edw. H. Smith* Commissioner

Copy Made the thirtieth day of December in the year of our Lord one thousand eight hundred and forty eight Between The Brothers of the order of Hermits of Saint Augustine of the one part and The Augustinian College of Williams in the State of Pennsylvania of the other part Whereas John W. Boyles Trustee of the estate of John Boyles deceased by indenture dated the fifth day of January Anno Domini one thousand eight hundred and forty five Recorded in Delaware County in Deed Book B page 384 did grant and convey unto The Brothers of the order of Hermits of Saint Augustine aforesaid All that certain tract piece or parcel of land with the Messuages Tenements Bams Buildings and Improvements thereon unto situate in the Township of Radnor in the County of Delaware and State of Pennsylvania therein and hereinafter particularly described and whereas by a certain act of assembly of the Commonwealth of Pennsylvania passed the tenth day of March Anno Domini one thousand eight hundred and forty eight entitled An act to incorporate the Augustinian College of Williams in the County of Delaware and State of Pennsylvania It was therein enacted that certain persons therein named be and they were then by virtue into a body politic or corporate by the name style words title of The Augustinian College of Williams in the State of Pennsylvania and by the same statute should have perpetual succession &c. with the powers and privileges therein mentioned. And whereas at a meeting of the Companions of The Brothers of the order of Hermits of Saint Augustine held at Philadelphia the sixth day of May Anno Domini one thousand eight hundred and forty eight in order to carry out the objects for which the said trust was purchased and said college was established it was unanimously resolved that The Brothers of the order of Hermits of Saint Augustine be directed to convey in fee simple to The Augustinian College of Williams in the State of Pennsylvania by good and sufficient conveyance means and ways in the law and under the corporate seal to be then affixed and attested by the President and Secretary the said certain Delaware County in which the college is situated with all the buildings improvements and appurtenances Containing one hundred and ninety seven acres two rods and thirty one perches of Land to the same more or less Reserving thereout a yearly ground rent of one hundred dollars per annum payable yearly on the twenty eighth day of August in every year forever Now the said witnesses that the said The Brothers of the order of Hermits of Saint Augustine as well for and in consideration of the sum of one dollar lawful money unto them at or before the sealing and delivery hereof by the said The Augustinian College of Williams in the State of Pennsylvania well and truly paid the receipt whereof is hereby acknowledged as of the payment of the yearly rent and taxes and performance of the covenants and agreements herein after mentioned which on the part of the said The Augustinian College of Williams in the State of Pennsylvania their successors and assigns is and are to be paid and performed have granted bargained sold aliened enfeoffed released and confirmed and by these presents in presence of the said recited resolution and the laws of this Commonwealth do grant bargain sell alien release and confirm unto the said The Augustinian College of Williams in the State of Pennsylvania their successors and assigns All that the said tract piece or parcel of land with the above Messuages

For the Commissioners of this State Notary Public to W. M. Hays Esq.

1842
1848

67
Instruments Bains Buildings and Improvements Whomsoever erected situate
lying and being in the Township of Redbank in the County of Delaware in the
State of Pennsylvania Beginning at a stone set for a corner on the line divid-
ing the townships of Montgomery and Delaware being also a corner of land of Philip
Hovory, thence along the said county line North twenty seven and a half degrees
West two hundred and three perches and seven tenths of a perch to a stone a corner
of land late of Peter Caskill deceased, thence by the same the two following courses
and distances viz: South sixty four degrees West forty seven perches to a corner stone
thence thirty four degrees and three quarters West twenty three perches and eight
tenths of a perch to a corner stone on the line of land of Elisha Moore, thence by
the said land late of Peter Caskill deceased, the five following courses and distan-
ces viz: South sixty three and one quarter degrees West ninety four perches & seven
tenths of a perch to a corner stone, thence South twenty eight and three quarter
degrees East one perch and five tenths of a perch to a corner stone, thence North sixty
three and three quarter degrees East thirteen perches to a corner stone, thence South
twenty eight and a half degrees East forty nine perches and nine tenths of a perch
to a corner stone, thence South sixty three and a half degrees West nine perches and
two tenths of a perch to a stone a corner of land late of David Quatterson deceased
thence by the same the five following courses and distances viz: South twenty seven
degrees East one hundred and twenty six perches and nine tenths of a perch to a
corner stone, thence South sixty three and a half degrees West twenty six perches
and four tenths of a perch to a stone a corner of land of James Barclay, thence by the
same South twenty six degrees thirty five minutes East forty nine perches and five
tenths of a perch to a stone corner of land of John Currier, thence partly by the
same and partly by land of the said Phillip Lowrey North sixty three degrees
thirty five minutes East one hundred and sixty seven perches and sixty five
hundredths of a perch to the place of beginning. Containing one hundred and nine
acres two rods and thirty one perches of land in the same more or less
together with all and singular other the buildings houses out-houses barns
stacks wharfs warehouses woods underwoods water courses rights
liberties privileges hereditaments and appurtenances whatsoever unto the said
land by grant promises belonging or in anywise appertaining and the reversions
and remainders thereof to have and to hold all and singular the hereditaments
out and promises hereby granted with the appurtenances unto the said The
Augustinian College of Williamova in the State of Pennsylvania their successors
and assigns to the only proper use and behoof of the said The Augustinian
College of Williamova in the State of Pennsylvania their successors and assigns
forever Relating and Paying therefor and thereout unto the said The Brothers
of the order of Hermits of Saint Augustin their successors and assigns the year
next to sum of one hundred dollars lawful silver money of the United States of
America each dollar being seven and four tenths and six grains at
least in yearly payments on the twenty eighth day of the month of August
in every year hereafter forever without any deduction defalcation or abatement
for any taxes charges or assessments whatsoever to be assessed as well on the said
hereditaments tract of land as on the said yearly rent thereby and thereout received
the first yearly payment thereof to be made on the twenty eighth day of August
one thousand eight hundred and forty nine and on default of paying the said
yearly rent on the day and time and in manner aforesaid, it shall and may be
lawful for the said The Brothers of the order of Hermits of Saint Augustin their
successors and assigns to enter in to and upon the said hereby granted prem-
ises or any part thereof and into the buildings thereon erected or to be erected
to distrain for the said yearly rent as in aforesaid and to proceed
with: ... sell such distrained goods and effects according to the usual

If distress for rent charges but if sufficient distress cannot be found upon
 the said hereby granted premises to satisfy the said yearly rent in arrears
 and the charges of lawing the same, then and in such case it shall and
 may be lawful for the said "The Brothers of the order of Hermits of Saint
 Augustin" their successors and assigns and upon the said hereby granted
 tract and all improvements wholly to re-vest and the same to have again re-vested
 and enjoy as in their first and former estate and title in the same and as though
 the indenture had never been made. And the said "The Augustinian College
 of Billerica in the state of Pennsylvania" for themselves their successors and
 assigns do covenant promise and agree to and with the said "The Brothers of
 the order of Hermits of Saint Augustin" their successors and assigns by
 their presents that they the said "The Augustinian College of Billerica
 in the state of Pennsylvania" their successors and assigns shall and will
 well and truly pay or cause to be paid to the said "The Brothers of the order of
 Hermits of Saint Augustin" their successors and assigns the aforesaid yearly
 rent or sum of one hundred dollars lawful silver money of force and on the
 day and time herein before mentioned and appointed for payment thereof
 without any deduction, deduction or abatement for any taxes charges or assessments
 whatsoever it being the express agreement of the said parties that the said "The
 Augustinian College of Billerica in the state of Pennsylvania" their successors
 and assigns shall pay all taxes whatsoever that shall hereafter be laid levied or
 assessed by virtue of any laws whatsoever as well on the said hereby granted
 tract and buildings thereon erected or to be erected as on the said yearly rent
 now charges thereon. And the said "The Brothers of the order of Hermits
 of Saint Augustin" for themselves their successors and assigns do covenant
 promise and agree to and with the said "The Augustinian College of Billerica
 in the state of Pennsylvania" their successors and assigns by their
 presents that they the said "The Augustinian College of Billerica in the state
 of Pennsylvania" their successors and assigns pay for the said yearly
 rent and taxes and performing the covenants as in agreement aforesaid
 shall not in any at all times these of the former freely peacefully and quietly
 have hold use enjoy and receive the premises hereby granted with
 the appurtenances and receive and take the rents and profits thereof with-
 out any molestation interruption or vexation of those the said "The Brothers
 of the order of Hermits of Saint Augustin" their successors or assigns or of any
 other person whomsoever lawfully claiming or to claim by force or wrong
 them or any of them or by or with their or any of their act means consent or
 procurement. In witness whereof the said parties the three presents have
 hereunto caused their common or corporate seals to be respectively affixed
 the day and year first above writtten.

Sealed & delivered in the presence of us
 the undersigned at the first strike out
 Wm. Hammett, John A. Elhinton

J. P. Dwyer Clerk of the
 Augustinian College of Billerica
 Wm. Hammett Secy. (SEAL)
 J. P. Dwyer Clerk
 of the Brothers of the Order of Hermits
 of St. Augustin
 Wm. Hammett Secy. (SEAL)

City of Philadelphia, P. S. On the nineteenth day of December
 Anno Domini one thousand eight hundred and forty eight before me an
 of the City of Philadelphia personally appeared J. P. Dwyer President of the within
 named corporation of the Brothers of the order of Hermits of Saint Augustin
 and being duly sworn deposed and said that he was present at
 the execution of the within written indenture or deed of the year

F14

1911

This Indenture made the eighth day of April in the year of our Lord one thousand nine hundred and eleven (1911) between Franklin A. Plummer of the City of New York, State of New York, unmarried (hereinafter called the grantor of the one part) and The Augustinian College of Villa Nova in the State of Pennsylvania (hereinafter called the grantee) of the other part

Witnesseth that the said grantor for and in consideration of the sum of One dollar (and other good and valuable considerations) lawful money of the United States of America, unto him well and truly paid by the said grantee at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents doth grant, bargain, sell, alien, convey, release and confirm unto the said grantee its successors and assigns.

All that certain tract or piece of land Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, on the twenty fourth day of April A.D. 1905, as follows to wit:

Beginning at a spike in the middle of Lancaster Avenue a corner of land of Dr. George F. Baker, thence by said Baker's land South sixty six (66) degrees twenty four minutes (24) West six hundred and sixty six and ninety three one hundredths (666.93) feet to a stake; thence continuing partly by said Baker's land and partly by land of George H. McFadden, South sixty six (66) degrees forty four (44) minutes West one thousand one hundred and ninety three and two tenths (1193.2) feet to a stake; thence by said McFadden's land North twenty three (23) degrees thirty eight (38) minutes West eight hundred and eighty eight and eight tenths (888.8) feet to a stake in the middle of Otham Avenue, passing over a stone one and five tenths (1.5) feet from said stake; thence along the middle line of said Avenue, by land now or formerly of Joseph M. Dohan and others, North sixty six (66) degrees twenty six (26) minutes East four hundred and thirty six and one tenth (436.1) feet to a stake; thence continuing by the last mentioned land North twenty four (24) degrees six (6) minutes West eight hundred and sixty four and three tenths (864.3) feet to a stake a corner of land of Mrs. John Kent Kane; thence by the last mentioned land North nineteen (19) degrees two (2) minutes East three hundred and twenty six and forty four one hundredths (326.44) feet to a spike in the middle of Lancaster Avenue a corner of thence along the middle line of said Avenue by other land of The Augustinian College of Villa Nova the six next following courses and distances to wit: South seventy degrees forty two (42) minutes East six hundred and fifty two and six tenths (652.6) feet to a spike South sixty four (64) degrees fifty seven (57) minutes East two hundred and thirty one and eight tenths (231.8) feet to a spike, South sixty (60) degrees forty eight (48) minutes East two hundred and thirty (230) feet to a spike, South fifty six (56) degrees three (3) minutes East two hundred (200) feet to a spike, South fifty one (51) degrees one (1) minute East one hundred and fifty (150) feet to a spike at the intersection of the middle line of Lancaster Avenue and Otham Avenue and thence South forty one (41) degrees six (6) minutes East eight hundred and sixty nine and three tenths (869.3) feet to the place of beginning containing fifty one and twenty eight one hundredths (51.28) acres.

Being one of the same parcel premises which S. Everett Sprawl, High Sheriff by Deed Poll bearing date the eleventh day of March A.D. 1910 and recorded in the Office for the Recording of Deeds in and for the County of Delaware at Media in Deed Book E. No. 14, page 148 granted and conveyed unto the said Franklin A. Plummer in fee Together with the uninterrupted right, use and privilege at all times hereafter forever of St. Thomas Road (forty feet in width), Villa Nova Road (forty feet in width) and Barclay Road (forty feet in width) now open and in use as shown on plan of Villa Nova tract and recorded at Media in Deed Book E. No. 12, pages 14, or any other road or roads that may hereafter be laid out or substituted for the roads hereinbefore mentioned, excepting therefrom such

S66°24' W
666.93'

cornering lot
South
campus

portions thereof as were included in the tracks and pieces of land granted and conveyed by the Home-
stead Real Estate Company to the Philadelphia and Western Railway Company by Indenture bearing
date the 2nd day of December A.D. 1908 and recorded in the Office for the Recording of Deeds and
for the County of Delaware at Media in Deed Book L No. 14 page 443. Bounded and described as
follows to wit:

All that certain lot or piece of ground situate in the Township of Radnor, County of
Delaware and State of Pennsylvania bounded and described as follows to wit: A strip of land
extending from the division line between the lands now or late of Lillie S.W. Baker and lands
late of The Augustinian College of St. Thomas of Villa Nova, across the lands late of said college
to the division line between said lands late of said college and the lands late of Joseph M.
Dohan, et al. and being ninety (90) feet wide extending forty five (45) feet each side of and parallel
with the centre line of the Philadelphia & Western Railroad, except at said division line, said centre
line being described as follows:

Beginning at Station 387+03.5 where the centre line crosses the
dividing line between the lands now or late of Lillie S.W. Baker and said Augustinian College
of St. Thomas of Villa Nova; thence North twenty eight degrees fifteen minutes West (N. 28° 15' W.) seven
hundred and twenty five and three tenths (725.3) feet to Station 394+28.8; thence by a four degree
(S) curve to the left nine hundred and three (903) feet to Station 403+31.8; thence North seventy
three degrees twenty four minutes West (N. 73° 24' W.) two hundred and twenty five and two tenths
(225.2) feet to Station 405+57, being the point where the centre line of railroad crosses the dividing
line between the lands of said college and the lands now or late of Joseph M. Dohan and Frank B.
Rhodes; the last above described strip of land being eighteen hundred and fifty three and four
tenths (1853.5) feet long more or less, and containing three and eighty three one hundredths (383)
acres more or less.

Also all these two certain lots or pieces of ground situate in the Township of Radnor
County of Delaware and State of Pennsylvania, bounded and described as follows to wit:

Beginning
at a point on the northerly right of way line of the railway at its intersection with the dividing
line between the lands formerly of Villa Nova College and the lands now or late of Margaret P.
Kane; thence along the said dividing line North nineteen degrees fifty eight minutes thirty
seconds East (N. 19° 58' 30" E.) forty five (45) feet to a point; thence by land formerly of Villa Nova
College the three following courses and distances, South seventy three degrees twenty four minutes
East (S. 73° 24' E.) sixty one and nine tenths (61.9) feet to a point; thence by a curve to the left hav-
ing a radius of sixty (60) feet a distance of ninety and sixty five one hundredths (90.65) feet to a
point; thence North nineteen degrees fifty nine minutes East (N. 19° 59' E.) two hundred and twelve
and eighty eight one hundredths (212.88) feet to a point in the centre of the Lancaster Turnpike; thence
along the centre line of the Lancaster Turnpike South sixty nine degrees forty four minutes thirty
seconds East (S. 69° 44' 30" E.) forty (40) feet to a point; thence by land formerly of Villa Nova College
the following four courses and distances, South nineteen degrees fifty nine minutes West (S. 19° 59' W.)
two hundred and eight and thirty one hundredths (208.30) feet to a point; thence by a curve to the
left having a radius of sixty (60) feet a distance of ninety seven and eight tenths (97.8) feet to a
point; thence South seventy three degrees twenty four minutes East (S. 73° 24' E.) one hundred and
eighty six and forty one hundredths (186.40) feet to a point; thence South sixty three degrees twenty
nine minutes East (S. 63° 29' E.) one hundred and thirty (130) feet to a point; thence South nine-
teen degrees fifty nine minutes West (S. 19° 59' W.) fifty one (51) feet to a point on the northerly right
of way line; thence along the northerly right of way line the following two courses and distances
by a curve to the left having a radius of eleven hundred and ninety one and twenty eight one
hundredths (1191.28) feet a distance of two hundred and eighty two and two tenths (282.2) feet
to a point; thence North seventy three degrees twenty four minutes West (N. 73° 24' W.) two hundred
and fifty six and seven tenths (256.7) feet to the point of beginning containing eight hundred

(2)

Septa Road

and thirty six thousandths (0.35) of an acre.

Beginning at a point on the Southern right of way line at its intersection with the dividing line between the lands formerly of Villa Nova College and the lands formerly of Joseph M. Dohan and Frank B. Rhodes; thence along the Southern right of way line the following two courses and distances: South seventy three degrees twenty four minutes East (S 73° 24' E) one hundred and eighty six and four tenths (186.4) feet to a point; thence by a curve to the right having a radius of eleven hundred and one and twenty eight one hundredths (1101.28) feet a distance of one hundred and fifteen (115) feet to a point; thence by land formerly of Villa Nova College the following two courses and distances: North eighty seven degrees twenty two minutes West (N 87° 22' W) one hundred and sixty one and six tenths (161.6) feet to a point; thence South sixteen degrees thirty six minutes West (S 16° 36' W) one hundred and twenty seven and nine tenths (127.9) feet to a point in St. Thomas Road, said point being seven and two tenths (7.2) feet from the center line of said road; thence along the dividing line between the lands formerly of Villa Nova College and the lands formerly of Dohan and Rhodes, North twenty three degrees nine minutes thirty seconds West (N 23° 09' 30" W) sixty two and seventy five one hundredths (62.75) feet to a point; thence by land formerly of Villa Nova College the following two courses and distances: North sixteen degrees thirty six minutes East (N 16° 36' E) seventy four and fifty four one hundredths (74.54) feet to a point; thence North seventy three degrees twenty four minutes West (N 73° 24' W) sixty two and two tenths (62.2) feet to a point; thence along the dividing line between the lands formerly of Villa Nova College and the lands formerly of Dohan and Rhodes, North twenty three degrees nine minutes thirty seconds West (N 23° 09' 30" W) sixty five and fifty five one hundredths (65.55) feet to the point of beginning containing three hundred and nineteen thousandths (0.314) of an acre.

Together with all and singular the improvements, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him the said grantor in law, equity or otherwise howsoever of, in and to the same and every part thereof.

So have and to hold the said tract or piece of land above described hereditaments and premises hereby granted or mentioned and intended to be, with the appurtenances unto the said grantee its successors and assigns to and for the only proper use and behoof of the said grantee its successors and assigns forever. Freed and discharged from all and every obligation to adhere to or conform with any plan of subdivision of said premises or any part thereof heretofore made. Excepting as aforesaid.

And the said Franklin A. Plummer for himself and for his heirs, executors and administrators, doth by these presents covenant, grant and agree to and with the said grantee its successors and assigns that he the said Franklin A. Plummer and his heirs, all and singular his hereditaments and premises heretofore described and granted or mentioned and intended to be, with the appurtenances unto the said grantee its successors and assigns, against him the said Franklin A. Plummer and his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, them or any of them shall and will excepting as aforesaid warrant and forever defend.

In witness whereof the said parties to these presents have herewith interchangeably set their hands and seals the day and year first hereinbefore written.

Sealed and delivered
in the presence of us
James W. Deery
Joe Sieman

Franklin A. Plummer. O

Folio 36-04-02400-11

DEED

THIS INDENTURE made the *26th* day of *June, 1978*,
in the year of our Lord one thousand nine hundred and eighty
between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a
Pennsylvania non-profit corporation, (hereinafter "Grantor")
and THE BROTHERS OF THE ORDER OF THE HERMITS OF ST. AUGUSTINE,
a Pennsylvania non-profit corporation, (hereinafter "Grantee").

WITNESSETH, that the Grantor for and in consideration
of the Grantee's undertaking to supply from its membership
administrators and faculty members for the Grantor university
as long as Grantee is able to do so, and for and in consideration
of the sum of Ten Dollars lawful money of the United States
of America, to it well and truly paid by the said Grantee, at
and before the sealing and delivery of these presents, the
receipt whereof is hereby acknowledged, has remise, released
and quit-claimed, and by these presents, does remise, release
and quit-claim unto the Grantee, and to its successors and
assigns forever, the hereinafter described premises:

ALL THAT CERTAIN piece of land with the buildings
and improvements thereon erected, Situate in the Township of
Radnor, County of Delaware, Commonwealth of Pennsylvania, bounded
and described according to Survey for The Augustinian Community
Province of St. Thomas of Villanova, by Yerkes Associates, Inc.,
Consulting Engineers and Surveyors, Bryn Mawr, Pennsylvania,
dated December 18, 1978, as follows, to wit:

BEGINNING at a point on the Northeast side of an

existing drive at the Southwest face of existing curbing adjacent to chapel; said point being at the distance of Three hundred seventy seven and three one-hundredths feet measured North fifty one degrees, forty five minutes, fifty five seconds East, along a physical tie line from a point marking its intersection with the middle line of Lancaster Avenue (L.R. 143), said point being at the further distance of One thousand three hundred seven and seventy eight one-hundredths feet measured South seventy degrees, forty two minutes East, along said middle line from a point marking its intersection with the centerline of Spring Mill Road; thence from said beginning point along the bed of existing drive, the two following courses and distances: (1) North thirty degrees, forty one minutes, thirty five seconds West, Seventy seven and sixty seven one-hundredths feet to a point on the Southwest face of curbing for island at access drive; (2) still along bed of said drive, North forty eight degrees, five minutes, five seconds West, Seventy feet and forty three one-hundredths of a foot to a point on the face of curbing along the Northwest side of said existing drive; thence along said face of curbing the three following courses and distances: (1) North fifty seven degrees, thirteen minutes, twenty seconds West, Twenty five and one one-hundredths feet to a point; (2) North fifty eight degrees, thirty one minutes, sixteen seconds West, Seventy five and two one-hundredths feet to a point; (3) on the arc of a circle curving to the right, having a radius of Seven hundred forty two and fifteen one-hundredths feet, the arc distance of Sixty seven and twenty two one-hundredths feet, the chord of said curved line having a bearing of North fifty six degrees, twenty minutes, twenty seconds West, Sixty seven and twenty two one-hundredths feet to a point; thence leaving drive and along the Southeast face of brick curbing for concrete walk, North twenty degrees, fifty three minutes, fifty six seconds East, One hundred three and sixty one-hundredths feet to a point on the Southwest face of an enclosed passage way wall; thence partly along same, and crossing an adjacent passage way South sixty nine degrees, six minutes, four seconds East, Twenty six and sixty five one-hundredths feet to a point on the Northwest face of monastery wall; thence along same, North twenty degrees, fifty three minutes, fifty six seconds East, Sixteen and eighty one-hundredths feet to a point on the Southwest face of monastery wall, being the Northeast side of enclosed passage way; thence along said wall, North sixty nine degrees, six minutes, four seconds West, Fifty six and thirty five one-hundredths feet to a point on the original Southeast face of Tolentine Hall; thence along same and partly within monastery the three following courses and distances: (1) North twenty degrees, fifty three minutes, fifty six seconds East, Thirteen and ninety eight one-hundredths feet to a point; (2) North sixty nine degrees, six minutes, four

seconds West, Three and fifty one-hundredths feet to a point;
(3) North twenty degrees, fifty three minutes, fifty six seconds
East, Seventy six and forty one-hundredths feet to a point
marking beginning of existing block wall for courtyard; thence
along Northeast face of said wall, South sixty nine degrees,
six minutes, four seconds East, Sixty eight feet to a point
marking Northeast corner of courtyard and wall; thence crossing
the bed of an existing drive, South thirty degrees, twenty four
minutes, twenty nine seconds East, Seventy three and seventy
one one-hundredths feet to a point marking Northeast corner
of existing concrete walk and beginning of curbing along
Southwest side of an existing drive; thence along face of said
curbing on the arc of a circle curving to the left, having a
radius of Two hundred twelve and fifty five one-hundredths feet,
the arc distance of One hundred nine and eighteen one-hundredths
feet, the chord of said curved line having a bearing of South
fifty one degrees, thirty one minutes, thirty four seconds East,
One hundred four and fifty five one-hundredths feet to a point;
thence crossing an access drive into monastery, South fifty
four degrees, thirty three minutes, thirty four seconds East,
One hundred thirteen and seventy five one-hundredths feet to
a point on face of curb along Southwest side of existing drive
aforementioned; thence still along said face of curb the two
following courses and distances: (1) on the arc of a circle
curving to the right, having a radius of Thirty six and twenty
one one-hundredths feet, the arc distance of Twenty feet and
ninety three one-hundredths of a foot, the chord of said curved
line having a bearing of South thirty seven degrees, fifty nine
minutes, fifty four seconds East, Twenty feet and sixty four
one-hundredths of a foot to a point of compound curve; (2) on
the arc of a circle curving to the right, having a radius of
Nine hundred feet and ninety eight one-hundredths of a foot,
the arc distance of Sixty six and eighty one-hundredths feet,
the chord of said curved line having a bearing of South nineteen
degrees, eighteen minutes, forty seven seconds East, Sixty six
and seventy eight one hundredths feet to a point; thence leaving
said drive, South sixty three degrees, twenty eight minutes,
twenty six seconds West, Twenty four and seventy six one-
hundredths feet to a rear corner of existing chapel; thence
along Northeast face of chapel wall common to adjoining sacristy,
North sixty nine degrees, seventeen minutes, four seconds West,
Twenty eight and fifty nine one-hundredths feet to an interior
corner; thence still along face of said common wall and through
Southwest wall of sacristy, South twenty degrees, forty five
minutes, forty six seconds West, One and sixty eight one-
hundredths feet to a point on the outside face of said wall;
thence along and adjacent to chapel, the two following courses
and distances: (1) South seventy nine degrees, twenty one
minutes, forty six seconds West, Thirty two and ten one-

hundredths feet to a point; (2) South twenty degrees, forty five minutes, forty six seconds West, One hundred twelve and eighty six one-hundredths feet to the place of beginning.

BEING part of the same premises which The Brothers of the Order of Hermits of St. Augustine by Indenture bearing date the 30th day of December AD, 1848 and recorded at Media in the office for the Recording of Deeds, in and for the County of Delaware on 13th day of August 1853 AD, in Deed Book No. B-2 page 60 etc., deeded unto The Augustinian College of Villanova in the State of Pennsylvania.

AND by Amendment to its charter, approved by the Court of Common Pleas of Delaware County, Pennsylvania on 11th day of August AD, 1954 as of No. 2332 of June Term 1953 and further amended by Decree dated 9/20/1968 and recorded 9/24/1968 in Charter Book No. 2 page 363, the name of said Corporation was changed to Villanova University in the State of Pennsylvania.

TOGETHER with all and singular, the building and improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: AND also, all the estate, right, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the Grantor, of, in or to the above-described premises, and every part and parcel thereof, with the appurtenances;

TOGETHER WITH the non-exclusive right and privilege to use the existing driveways and pathways over the remaining land of the present university campus now in Grantor's possession for the purpose of vehicular and pedestrian passage to and from the premises herein remised and such public roads as now surround

said remaining land of Grantor; provided, however, that Grantor shall have the right at its sole discretion to close, alter or relocate such driveways and pathways in any manner or for any reason as it may elect, as long as Grantor provides at Grantor's expense, reasonably adequate substitute or alternative access, for vehicular and pedestrian travel to and from the premises herein remised and a public road;

AND TOGETHER WITH the non-exclusive right and privilege to use for their respective purposes such existing electric, gas, water, telephone and sewer pipes and lines belonging to the Grantor and traversing the remaining land of the present university campus now in Grantor's possession as may now service the premises herein remised and connect to the pipes and lines belonging to the service companies or entities supplying such utilities; provided, however, that Grantor shall have the right at its sole discretion to terminate, alter or relocate such pipes or lines in any manner or for any reason as it may elect, as long as Grantor provides, at Grantor's expense, reasonably adequate substitute or alternative locations for the running of such lines and pipes as are at any time necessary to service the premises herein remised in a reasonably adequate manner.

EXCEPTING AND RESERVING unto Grantor, its successors and assigns the non-exclusive right and privilege to use the existing driveways and pathways over and across the premises

herein remised for the purpose of vehicular and pedestrian passage; provided, however, that Grantee shall have the right at its sole discretion to close, alter or relocate such driveways and pathways in any manner or for any reason as it may elect;

AND FURTHER EXCEPTING AND RESERVING unto Grantor, its successors and assigns the non-exclusive right and privilege to use for their respective purposes such existing electric, gas, water, telephone and sewer pipes and lines belonging to the Grantor and traversing the premises herein remised as may presently service the remaining land of the present university campus now in Grantor's possession and connect to the pipes and lines belonging to the service companies or entities supplying such utilities; provided, however, that Grantee shall have the right at its sole discretion to close, alter or relocate such pipes or lines in any manner or for any reason as it may elect, as long as Grantee provides, at Grantee's expense, reasonably adequate substitute or alternative locations for the running of such pipes and lines as are at any time necessary to service the premises herein remised in a reasonably adequate manner.

AND FURTHER EXCEPTING AND RESERVING unto Grantor, its successors and assigns, a right of first refusal in order to enable Grantor to ensure the continued use of the premises herein remised in a manner which it deems consistent with the

use of the remaining land for educational purposes. In the event that Grantee shall propose to convey the remised premises to any third party, whether by contract or by operation of law, Grantee shall notify Grantor by certified mail of the terms and conditions of the proposed conveyance. Grantor shall thereafter have the prior right to elect to require the conveyance of said premises to it either upon the same terms and conditions as in the proposed conveyance, or, if Grantor contends that the consideration for the proposed conveyance is in excess of the fair market value for such a conveyance, in fee simple at the then fair market value. The then fair market value shall be determined to be the average of the value given in an appraisal performed by a qualified M.A.I. appraiser selected by Grantor and the value given in an appraisal performed by a qualified M.A.I. appraiser selected by Grantee. Grantor shall exercise such prior right of first refusal at any time within sixty days after the mailing of the aforesaid notice from Grantee by delivering to the address which Grantee shall provide in the aforesaid notice written evidence of its intent to exercise the right of first refusal and its election to either accept a conveyance on the same terms and conditions as the proposed conveyance or to require conveyance in fee simple in conjunction with the determination of the then fair market value as aforesaid. If Grantor elects to require a conveyance at the then fair market value, it shall be bound by such election

and shall pay such amount as shall be determined by the appraisals.

TO HAVE AND TO HOLD all and singular the above-mentioned and described premises, together with the appurtenances, unto the Grantee, its successors and assigns forever, under and subject and excepting and reserving as aforesaid.

IN WITNESS WHEREOF, the Grantor has hereunto set its seal the day and year first above written.

VILLANOVA UNIVERSITY IN THE STATE
OF PENNSYLVANIA



By: John M. Spiccol, etc.
President

Attest: [Signature]
VICE PRESIDENT OF FINANCE.

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

On this, the 26th day of June , 1980, before me, the undersigned Notary, personally appeared John M. Driscoll, O.S.A. who acknowledged himself to be the PRESIDENT of VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a corporation, and that he as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Mary E. Minnis
Notary Public



My Commission Expires:

MARY E. MINNIS, NOTARY PUBLIC
EASTOWN TWP. CHESTER COUNTY
MY COMMISSION EXPIRES MAY 23, 1983
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Penn. Ready Transfer Tax Affidavit Used

PARCEL 2

DEED - 1943

page 394

This Indenture,

Made the 21ST

day of AUGUST

in the year of our Lord one thousand nine hundred and FIFTY-NINE (1959)

BETWEEN DAVID L. MC KECHNIE

AND EILEEN R. MC KECHNIE, HIS WIFE, (HEREINAFTER CALLED THE GRANTORS)

of the one part and

VILLANOVA UNIVERSITY, IN THE STATE OF PENNSYLVANIA (HEREINAFTER CALLED THE GRANTEE)

of the other part,

Witnesseth, That the said grantors, for and in consideration of the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) lawful money of the United States of America, unto THEM well and truly paid by the said grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, HAVE granted, bargained and sold, released and confirmed, and by these presents DO grant, bargain and sell, release and confirm unto the said grantee, ITS SUCCESSORS and Assigns.

ALL THAT CERTAIN TRACT OR PIECE OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE IN VILLANOVA, IN THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A SURVEY AND PLAN THEREOF MADE BY MILTON R. YERKES, CIVIL ENGINEER, DATED MAY 17TH, 1924 AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE MIDDLE LINE OF LANCASTER AVENUE AT THE DISTANCE OF FOUR HUNDRED TWENTY EIGHT FEET AND SEVENTY FOUR ONE-HUNDREDTHS FEET SOUTHEASTWARDLY FROM THE INTERSECTION OF THE MIDDLE LINES OF LANCASTER AVENUE AND SPRING MILL ROAD; THENCE ALONG THE MIDDLE OF LANCASTER AVENUE, SOUTH SIXTY NINE DEGREES, FORTY FIVE MINUTES, THIRTY SECONDS EAST, ONE HUNDRED FEET; THENCE SOUTH SIXTY NINE DEGREES, FORTY FIVE MINUTES, THIRTY SECONDS WEST, THREE HUNDRED SEVENTY EIGHT FEET AND TWENTY NINE ONE-HUNDREDTHS FEET; THENCE ALONG LAND OF THE PHILADELPHIA AND WESTERN RAILWAY COMPANY, NORTH SEVENTY THREE DEGREES, TWENTY FOUR MINUTES WEST, ONE HUNDRED FEET AND TWENTY ONE ONE-HUNDREDTHS FEET; THENCE NORTH TWENTY DEGREES, FOURTEEN MINUTE, THIRTY SECONDS EAST, THREE HUNDRED EIGHTY FOUR FEET AND SIXTY SEVEN ONE-HUNDREDTHS FEET.

BEING THE SAME PREMISES WHICH JOSEPH PANCOAST REATH AND SARAH ANN MITCHELL, HIS WIFE, BY INDENTURE BEARING DATE THE 10TH DAY OF JANUARY, 1952 AND RECORDED AT MEDIA IN THE OFFICE FOR THE RECORDING OF DEEDS, IN AND FOR THE COUNTY OF DELAWARE ON THE 11TH DAY OF JANUARY 1952 IN DEED BOOK NO. 1596 PAGE 114, ETC., GRANTED AND CONVEYED UNTO DAVID L. MC KECHNIE AND EILEEN R. HIS WIFE, IN FEE.

UNLIER AND SUBJECT TO CERTAIN COVENANTS, EASEMENTS, RIGHTS AND RESTRICTIONS NOW OF RECORD.

WP.-BORO-TRANSFER TAX PAID IN THE AMOUNT OF \$280.00

THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA PER W.M. PARKS.

THE STATE STAMPS AFFIXED HERETO REPRESENT THE FULL CONSIDERATION INCLUDING LIENS AND ENCUMBRANCES.

W.M. PARKS THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

RANDOR TOWNSHIP TRANSFER TAX PAID TO ALBERT H. SWING J.A.D.

428.74

569°45' 30" E 100'
S 20°14'30" W 378.29
N 73°24' W 100.21'
N 20°14' 5.17'

W.M. Parks
812 and 824
Lowmeyer

DEED - 1956

226

824 Lancaster

2.6-17-1956

This Indenture,

Made the first day of February in the

year of our Lord one thousand nine hundred and SIXTY (1960) BETWEEN CAROLINE A. WALTER GOSTZE and GERRARD TRUST CORP EXCHANGE BANK, Trustees under the Will of Christian J. Walther, deceased, hereinafter called the GRANTOR of the first part

A N D

VILLANOVA UNIVERSITY, a corporation organized and existing under and by virtue of the laws of Pennsylvania, hereinafter called the GRANTEE

of the other part Witnesseth, That the said Grantors

for and in consideration of the sum of THIRTY-THREE THOUSAND FIVE HUNDRED (\$33,500) DOLLARS

lawful money of the United States of America, unto them well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged granted, bargained, sold, aliened, conveyed, released and confirmed and by these presents do bargain, sell, alien, convey, release and confirm unto the said Grantee, its successors

Wishes and Assigns

ALL THOSE TWO CERTAIN lots or pieces of ground with the buildings and improvements thereon erected, Situate at Villa Nova, in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a Survey and Plan thereof made by Milton R. Yerkes, Civil Engineer, on May 17, 1924, as follows, to wit:

BEGINNING at a point in the middle line of Lancaster Avenue at the distance of Six hundred twenty eight feet and seventy four one-hundredths feet Southeastward from the intersection in the middle lines of Lancaster Avenue and Spring Mill Road; thence extending along the middle line of Lancaster Avenue South sixty nine degrees, forty five minutes, thirty seconds East, one hundred feet; thence extending South twenty degrees, fourteen minutes, thirty seconds West, Three hundred sixty five feet and fifty three one-hundredths feet; thence by land of the Philadelphia and Western Railway Company North seventy three degrees, twenty four minutes West, one hundred feet and twenty one one-hundredths feet; thence North twenty degrees, fourteen minutes, thirty seconds East, Three hundred seventy one foot and ninety one one-hundredths feet to the first mentioned point and place of beginning.

ALSO BEGINNING at a point in the middle of Lancaster Avenue at the distance of Seven hundred twenty eight feet and seventy four one-hundredths feet Southeastward from the intersection of the middle lines of Lancaster Avenue and Spring Mill Road; thence extending along the middle line of Lancaster Avenue South sixty nine degrees, forty five minutes, thirty seconds East, one hundred feet; thence South twenty degrees, fourteen minutes, thirty seconds West, Three hundred fifty nine feet and fifteen one-hundredths feet; thence by land of the Philadelphia and Western Railway Company North seventy three degrees, twenty four minutes West, one hundred feet and twenty one one-hundredths feet; thence North twenty degrees, fourteen minutes, thirty seconds East, Three hundred sixty five feet and fifty three one-hundredths feet to the first mentioned point and place of beginning. BEING known as 4024 East Lancaster Avenue, Villa Nova.

BEING the same premises which John Weigel and Charles V. Clegg, Trustees under the will of Ella Irene, his wife, by Indenture bearing date the twenty-seventh day of July A.D. 1928, and recorded as Book 11 in the office for the recording of Deeds in and for the County of Delaware on the thirtieth day of August A.D. 1928 in Book 721 Page 380 etc., granted and conveyed unto Christian J. Walther, in fee.

BEING the same premises which John Weigel and Charles V. Clegg, Trustees under the will of Ella Irene, his wife, by Indenture bearing date the twenty-seventh day of July A.D. 1928, and recorded as Book 11 in the office for the recording of Deeds in and for the County of Delaware on the thirtieth day of August A.D. 1928 in Book 721 Page 380 etc., granted and conveyed unto Christian J. Walther, in fee.

2-302-448

DEED - 1956

227

UNTO the same premises which the RYM New Trust Company, Pennsylvania corporation, by indenture bearing date the 22nd day of June A.D., 1944 and recorded at Media in the Office as aforesaid on the 5th day of July A.D., 1944 in Deed Book No. 1245 page 534 etc., granted and conveyed into the said Christian J. Wallber, in fee.

AND the said Christian J. Wallber, being so thereof seized departed this life on or about the 14th day of February A.D., 1953 leaving a Will dated the 15th day of March A.D. 1941 will Codicils thereto duly proved and registered in the Office for the Register of Wills of Delaware County in Will Book No. 110 page 283 etc., wherein he appointed Corn Exchange National Bank and Trust Company, Philadelphia, Bertha L. Wallber and Caroline A. Wallber Coetzee, Executors and Trustees the better, with full power of sale. And pursuant to Articles of Merger filed in the Office of the Secretary of the Commonwealth of Pennsylvania, effective June 15th, 1951, The Corn Exchange National Bank and Trust Company was merged into Girard Trust Corn Exchange Bank.

AND the said Bertha L. Wallber departed this life on February 15th, 1953 and Letters of Testamentary were granted unto the said Girard Trust Corn Exchange Bank and Caroline A. Wallber Coetzee on March 5th, 1953.

AND pursuant to an accounting filed in the Orphans' Court of Delaware County by the above named Executors on May 2nd, 1955 the same was adjudicated by adjudication filed October 4th, 1955 and confirmed absolutely on October 20th, 1955, and a Schedule of Distribution filed on January 10th, 1956 in which the hereinabove described premises were awarded to Caroline A. Wallber Coetzee and Girard Trust Corn Exchange Bank, Trustees under the Will of Christian J. Wallber, deceased. A certified copy of said award is recorded at Media in the Office of the Recorder of Deeds on the 23rd day of January A.D. 1956 in Deed Book No. 1265 page 274.

RESPECTING THE RIGHT last portion of the above described premises retained, released and quit claimed into the Commonwealth of Pennsylvania in consideration for right of way as designated on the records of the Department of Highways as Route No. 142-17 the property being situated between stations 170 plus 54 and 172 plus 24 on the right side of center line of road, approximately one hundred seventy-four feet by eight feet which plan is recorded at Media, Delaware County, Pennsylvania.

THE STAMP STAMPS AMOUNT HERETO REPRESENT THE P.L.L. CORPORATION INC. THE LIST AND AGREEMENTS. THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

Horace Entriken

RADNOR TOWNSHIP
TRANSFER TAX
PAID
Albert H. Shing
Township Treasurer
J. D.

Top. -Boro-Transfer tax paid
in the amount of \$335.00

THE TITLE INSURANCE CORPORATION OF PENNSYLVANIA

per Horace Entriken

Commonwealth of Penna. Stamps
N. J. Stamps
\$36.85

.....\$335.00.....

Together with all and singular the buildings, Streets, Alleys, Passages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever therunto belonging, or in any wise appertaining, and the Reversions, Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of them, the said Grantees

in law, equity

or otherwise howsoever, of, in and to the same and every part thereof

To have and to hold the said lots or pieces of ground more fully described,

Hereditaments and Premises hereby granted or mentioned and intended as to be.

With the Appurtenances,

whatsoever

unto the said Grantee, its

successors

heirs and Assigns, to and for the only proper use and behoof of the said Grantee, its successors

heirs and Assigns forever UNDOER and SUBJECT to restrictions as now of record.

DEED 2162

Mon. Oct 14 1963 36-04-02100+10

FORM SINGLE DEED No. 733

Printed for and sold by John C. Clark Co., 1440 E. Pine Street, Phila.

This Indenture,

Made the 18th day of November in the year of our Lord one thousand nine hundred and sixty-three (1963), BETWEEN, JOSEPH E. KOESSLINGER and GLADYS E. KOESSLINGER, his wife of the City of Philadelphia and State of Pennsylvania, straw party

(hereinafter called the Grantees), of the one part, and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit educational corporation duly incorporated under the laws of the State of Pennsylvania;

(hereinafter called the Grantee-), of the other part, **Witnesseth**, That the said Grantees for and in consideration of the sum of ONE DOLLAR

lawful money of the United States of America, unto them well and truly paid by the said Grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee its successors and assigns,

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, as of July 13, 1913, as follows, to wit:

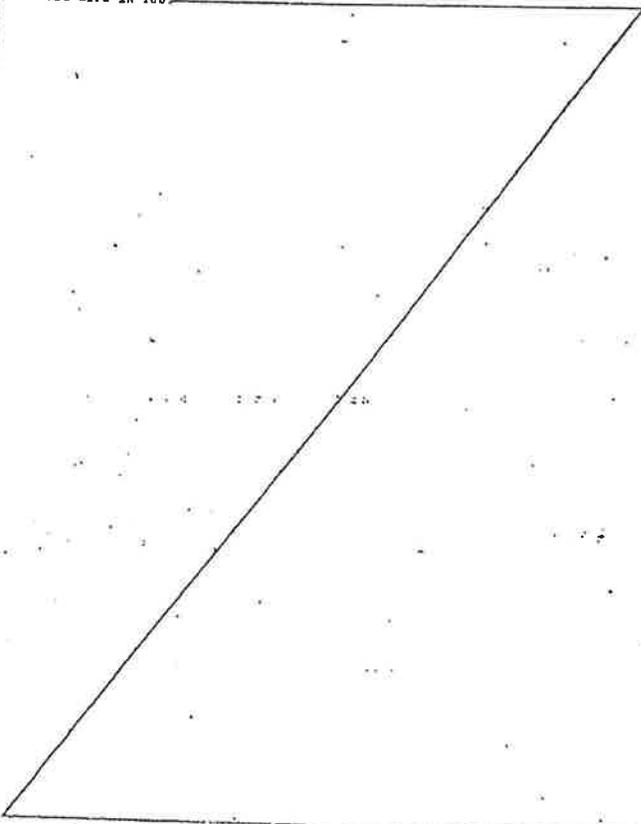
BEGINNING at a point in the middle of Lancaster Avenue, at the distance of Twenty-five feet Eastwardly from a spike in the middle of Lancaster Avenue, a corner of this and land now or late of Oglesby Paul; thence along the middle line of Lancaster Avenue by land now or late of the Augustinian College of Villanova in the State of Pennsylvania, South sixty-nine degrees, forty-five minutes, thirty seconds East, Two Hundred Thirty-seven feet; thence partly by land now or late of Homestead Real Estate Company and partly by land of the Philadelphia and Western Railway Company, South nineteen degrees, fifty-eight minutes, thirty seconds West, Three Hundred Seventeen and five-tenths feet; thence by land of said Railway Company, North seventy-three degrees, twenty-four minutes West Two Hundred Thirty-eight and ninety-five one-hundredths feet; and thence by land now or late of Daisy Cox Wright, North twenty degrees, fourteen minutes, thirty seconds East, Three Hundred Thirty-two and sixty-eight one-hundredths feet to the place of beginning.

DEED 2162

CONTAINING 1.775 Acres.

BEING numbered and known as 844 East Lancaster Avenue.

BEING the same premises which Norman J. Shea, Jr. and Anne C. Shea, executors under the will of Norman J. Shea Deceased, et al, by Indenture bearing even date herewith and intended to be forthwith recorded, immediately before this Indenture, in the Office for the Recording of Deeds &c., in and for the County of Delaware in Deed Book No. page &c., granted and conveyed unto the said Joseph E. Koesslinger and Gladys E. Koesslinger, his wife in fee



BOOK 2162 PAGE 348

DEED 2174

SEE SIMILAR DEED No 721

Printed for and sold by John C. Clark Co., 1420 S. Penn Square, Phila.

This Indenture

Made the 5th day of May in the year of our Lord one thousand nine hundred and sixty-four (1964).

BETWEEN, WILLIAM W. HICKS and ROSALIND G. HICKS, his wife, of Villanova, Pennsylvania

(hereinafter called the Grantors), of the one part, and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit educational corporation duly incorporated under the laws of the Commonwealth of Pennsylvania

(hereinafter called the Grantee), of the other part, **Witnesseth**, That the said Grantors — for and in consideration of the sum of SEVEN THOUSAND DOLLARS

lawful money of the United States of America, unto — them — well and truly paid by the said Grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have — granted, bargained and sold, released and confirmed, and by these presents — do — grant, bargain and sell, release and confirm unto the said Grantee its successors — and assigns,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE at Villanova, in the Township of Radnor, County of Delaware and State of Pennsylvania, and bounded and described as follows, to wit:

BEGINNING at a point in the middle line of Lancaster Avenue at the distance of One Thousand Twenty-eight feet and seventy-four one-hundredths feet, South sixty-nine degrees, forty-five minutes, thirty seconds East from the intersection of the middle line of Lancaster Avenue and Spring Hill Road; thence along the middle line of Lancaster Avenue South sixty-nine degrees, forty-five minutes, thirty seconds East, Two Hundred Fifteen feet and fifty-three one-hundredths feet more or less to a point in line of other lands formerly of Calsey Coxn Wright; thence along said other lands, South twenty degrees, fourteen minutes, thirty seconds West, Three Hundred Thirty-two feet and sixty-eight one-hundredths feet to a point in line of lands of the Philadelphia and Western Railway Company; thence along said lands, North seventy-three degrees, twenty-four minutes West Two Hundred Fifteen feet and ninety-three one-hundredths feet to a point, a corner of lands now or late of Wallace and Warner; thence along said lands, North twenty degrees, fourteen minutes, thirty seconds East, Three Hundred Forty-six feet and thirty-nine one-hundredths feet to the place of beginning.

BEING the same premises which the Home Title and Trust Company, et al, Trustees, etc., et al by indenture bearing date the first day of September, A. D., 1953 and recorded at Media, Pennsylvania in the Office for the Recording of Deeds, in and for the County of Delaware on the Twenty-seventh day of October, A. D. 1953 in Deed book No. 1677 page 194 &c. BOOK 2174 PAGE 905

ment to 844 Lancaster

1028.74 569°45'30"E
215.25 569°45'30"E
332.68 52°14'30"W
215.93 21°33'30"E
346.70 113°1'30"E

11/17/64

Book 1826, Page 2383

COMMONWEALTH OF DELAWARE
This Indenture Made this 22nd day of January 1998
Between ELLEN SORET JOHNSON, JACQUES SORET AND ROBERT SORET

(hereinafter called the Grantors),

VILLANOVA UNIVERSITY

(hereinafter called the Grantee),

Witnesseth That the said Grantor for and in consideration of the sum of Seven hundred thousand (\$700,000.00) Dollars lawful money of the United States of America, unto THEM well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, HAVE granted, bargained and sold, released and confirmed, and by these presents DO grant, bargain and sell, release and confirm unto the said Grantee, ITS SUCCESSORS and assigns,

DE13031MA

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, situate at Villanova, in the Township of Radnor, County of Delaware, and State of Pennsylvania, bounded and described according to a Survey and Plan thereof made by Milton R. Yerkes, Civil Engineer, as of May 17, 1979, as follows, to wit:

BEGINNING at a point in the middle line of Lancaster Avenue at the distance of 838.74 feet Southeastwardly from the intersection of the middle lines of Lancaster Avenue and Spring Mill Road; thence along the middle line of Lancaster Avenue, South 69 degrees, 45 minutes, 30 seconds East, 100 feet; thence South 20 degrees, 14 minutes, 30 seconds West, 359.15 feet; thence along the land of the Philadelphia and Western Railway Company, North 73 degrees, 24 minutes, West, 100.21 feet; and thence North 20 degrees, 14 minutes, 30 seconds East, 359.15 feet. EXCEPTING THEREOUT the portion taken by the State Highway Department.

BEING Folio #31-04-02401-00. 36-04-02401-00 826 Lancaster Ave

BEING the same premises which Renee Soret Devel, individually and as Executive of the Estate of Renee Soret, deceased, Ellen Soret Johnson, Jacques Soret, and Robert Soret by Deed dated June 12, 1991 and recorded in Delaware County, in Volume 004 page 407 conveyed unto Ellen Soret Johnson, Jacques Soret, and Robert Soret, as tenants in common.

828.4 Surveyed at

mid 1970's

S 69° 45' 30" E 100'

S 20° 14' 30" W 359.15'

N 73° 24' W 100.21'

N 20° 14' 30" E 359.15'

VOL 1826 P 2383

PARCEL 3

DEED - 1083

10

Book 1083, Page 0010

This Indenture,

Made the 7th day of December in the year of our Lord one thousand nine hundred and Thirty eight (1938) BETWEEN Fidelity Philadelphia Trust Company, Trustee under the Will of Richard Smith Deceased of the First Part, (hereinafter called the grantor)

AND The Augustinian College of Villa Nova in the State of Pennsylvania, A corporation duly chartered and existing under the laws of the Commonwealth of Pennsylvania, of the Second part, (hereinafter called the grantee)

Witnesseth, That the said Grantor,

for and in consideration of the sum Twelve thousand dollars

lawful money of the United States of America, unto it well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, doth bargain, sell, alien, enfeoff, release and confirm unto the said Grantee its successors

Here and Assigns, ALL THAT CERTAIN Lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor County, of Delaware and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, C.R. Bryn Mawr, Pennsylvania, October 22nd, 1938 as follows, to wit: BEGINNING at a point in the middle line of Lancaster Avenue at the distance of seven Hundred twelve feet and thirty nine hundredths of a foot measured Southeastwardly along the middle line of said Lancaster Avenue from its intersection with the title line in Spring Mill Road; thence leaving the middle line of Lancaster Avenue and extending North nineteen degrees eighteen degrees, eighteen minutes East Three Hundred fourteen feet and Eighty Hundredths of a foot to a point; thence South Sixty-six degrees Twenty-four minutes East Four feet and Sixty-six hundredths of a foot to a point; thence extending along a certain driveway the five following courses and distances, to wit: (1) North Forty two degrees, nineteen minutes East Fourteen feet and seventy Hundredths of a foot to a point (2) North Thirty four degrees, Forty-nine minutes East Twenty nine feet and Eighty Hundredths of a foot to a point (3) North Twenty six degrees, Twenty seven minutes East Thirty feet and Twenty Hundredths of a foot to a point (4) North Sixteen degrees, seventeen minutes East Thirty one feet and Thirty hundredths of a foot to a point (5) North One degree, twenty-one minutes East seventeen feet and seventy hundredths of a foot to a point at or near the Northwesterly side of said driveway; thence crossing over the aforementioned driveway North Sixty seven degrees, Forty-one minutes East Twenty three feet and Eighty-five Hundredths of a foot to a point in line of land of Villanova College, thence by said College lands, South Twenty four degrees fourteen minutes East Six Hundred twenty one feet and fifty six Hundredths of a foot to a point in the middle line of Lancaster Avenue, thence along the middle line of said Lancaster Avenue, North seventy degrees, Forty two minutes West Four Hundred sixty feet and ninety-eight Hundredths of a foot to the first mentioned point and place of beginning CONTAINING Two and Four Hundred Ninety-eight One thousandths of an Acre, BEING the same premises which Nathan P. Pechin, Sheriff by Deed Poll bearing date the Twenty first day of November A.D. 1935 and recorded at Media in the Office for Recording Deeds etc. in and for the county of Delaware, State of Pennsylvania on December 2nd, 1935, in Deed Book No. 1008 page #32, etc. granted and conveyed unto Fidelity-Philadelphia Trust Company, Trustee under the Will of Richard Smith, deceased, in fee. TOGETHER with the right, use and liberty of a certain twelve feet wide driveway leading from the Northwest corner of the hereinbefore described premises into Spring Mill Road, over land of Helen B. Hoffman and by the line of land of the Augustinian College of Villa Nova, for all purposes of ingress and egress to and from said premises. UNDER AND SUBJECT however, to the right of Hannah B. Paul her heirs and assigns (previously

712.39
314 @ N19°18'E
4.66 S66°24'
14.70 N42°19'
24.80 N34°49'E
30.22 N26°21'E
31 30 N16°11'E
N10°11'E
22°11'N
62°11'N
46.22/N11°11'E
2.482

C-315-200A

DEED - 1083

granted) over a twelve feet wide driveway over the hereby devised premises along the North boundary thereof by land of the Augustinian College of Villa Nove and further under and subject to the right of Helen S. Hoffman her heirs and assigns over a twelve feet wide driveway over the said premises by the lines of her property on the West side, ^{of the} above described premises. Reserving for the use of the said The Bryn Mawr Trust Company, Trustee, its successors and assigns owners and occupiers of their remaining property, the right, use liberty and privilege for all purposes of ingress and egress at all times hereafter forever over the last mentioned driveway and thence over land of the said Helen S. Hoffman to the Spring Mill Road.

TOGETHER with the free and common use, right, liberty and privilege of the aforesaid twelve foot wide road, lane or driveway as and for a passageway at all times hereafter forever

Together with all and singular the buildings, Streets, Alleys, Passages,

Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions, Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of it the said Grantor and of his the said Richard Smith at and ^{in law, equity} immediately before the time of his decease, or otherwise howsoever, of, in and to the same and every part thereof.

Together with as aforesaid.

To have and to hold the said lot or piece ^{described} of ground with the buildings and improvements thereon hereunto and Premises hereby granted or mentioned and intended so to be erected, above more particularly

with the Appurtenances, ^{whatsoever,} into the said Grantee, its successors

and Assigns, to and for the only proper use and behoof of the said Grantee its successors

and Assigns forever.

Under and subject as aforesaid.

DEED - 1159

302

Book 1159, Page 0302

This Indenture,

Make the fifth day of March in the year of our Lord one thousand nine hundred and forty-one (1941) BETWEEN The Travelers Insurance Company, a body Corporate existing under the Laws of the State of Connecticut, having its principal office in the City of Hartford, (hereinafter called the Grantor) of the one part,

AND

The Augustinian College of Villanova in the State of Pennsylvania, (hereinafter called the Grantee) of the other part,

Witnesseth, That the said Grantor

for and in consideration of the sum of Sixty three hundred dollars

lawful money of the United States of America, unto it well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE at Villa Nova, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yorkes, Civil Engineer, as follows, to wit:

BEGINNING at a point in the middle line of Lancaster Avenue, a corner of this and land of Laurence T. Paul; thence a long the middle line of Lancaster Avenue by land of Joseph M. Dehan, et al, North Seventy degrees, Forty-two minutes West, one hundred thirty-seven feet and five-tenths of a foot; thence by other land of J. Ogden Hoffman's Estate, North nineteen degrees, Eighteen minutes East three hundred twenty-five feet and fourteen one-hundredths of a foot, to a point; thence by land of Helen S. Hoffman, South Sixty-six degrees twenty-four minutes East one hundred thirty-seven feet and eighty-nine one-hundredths of a foot to a point; thence by land of Laurence T. Paul, South Nineteen degrees eighteen minutes West three hundred fourteen feet and eight-tenths of a foot to the first mentioned point and place of beginning., CONTAINING One acre and One one-hundredth of an acre.

BEING the same premises which John J. Cain, Sheriff of the County of Delaware and State of Pennsylvania, by Deed Poll bearing date the Fourteenth day of November, A.D. 1933 and recorded at the office of the Recorder of Deeds in and for the County of Delaware and State of Pennsylvania, in Deed Book No. 876, page 320 &c., granted and conveyed unto The Travelers Insurance Company, its successors and assigns.

UNDER AND SUBJECT to the following:

- Ordinances, conditions, and restrictions.
- Liability of the 1941 taxes.
- All easements and rights of way, including rights of the public in highways and alleys whether of record or not of record.
- Sewer and drainage regulations.
- Encroachments and any state of facts which would be disclosed by an accurate survey.

N 70° 42' W 137.7
N 19° 18' E 325.11
S 66° 24' E 137.8
S 19° 18' W 314.8

6/17/47

DEED - 1192

509

Approved: Jos.
Description: E. J. S.
Form

10's
51898

CONTAINING 11.11
36-04-0240 10

THIS INSTRUMENT, made the 15th day of July in the year of our Lord one thousand nine hundred and forty-three (1943) BETWEEN The Pennsylvania Company for Insurances on Lives and Granting Annuities, and Marie Wright Hoffman, Trustees under the will of Charles Penno Hoffman, deceased, (hereinafter called the grantors), of the first part,

AND

The Augustinian College of Villa Nova in the State of Pennsylvania, a corporation duly chartered and existing under the Laws of the Commonwealth of Pennsylvania, (hereinafter called the grantees), of the other part,

WITNESSETH, that the said grantors for and in consideration of the sum of Eight thousand five hundred dollars (\$8,500.) lawful money of the United States of America, unto them well and truly paid by the said grantees, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said grantees, its successors and assigns,

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a plan made by John P. Kauffman, January 11, 1890, as follows, to wit: ONE BEGINNING AT a point in Spring Mill Road a corner of land of the Augustinian College of Villa Nova; thence along the center line of said Road, south sixty-four degrees, thirteen minutes, west, two hundred nineteen and nine tenths feet; thence by other land now or late of C. Penno Hoffman, which formerly belonged to Charles McKee of Township of Radnor, south forty-three degrees, twenty-eight minutes, east, one hundred forty-four and six tenths feet; thence by the same south seventy degrees, fifty-four minutes, east, forty-nine and nine tenths feet; thence south two degrees, thirty-nine minutes, west, thirty-five and four tenths feet; thence south sixty-nine degrees, four minutes, east, seventy and five tenths feet to a point on the westerly side of a driveway; thence following the westerly side of said driveway the five following courses and distances: (1) north thirty-nine degrees, thirty-nine minutes, east, fourteen and seven tenths feet to a stone; (2) north thirty-two degrees, eight minutes, east, twenty-nine and eight tenths feet to a stone; (3) north twenty-three degrees, forty-five minutes, east, thirty and two tenths ^{feet} to a stone; (4) north thirteen degrees, thirty-four minutes, east, thirty-one and three tenths feet to a stone; (5) north three degrees, fifteen minutes, west, seventeen and seven tenths feet; thence crossing said driveway north sixty-six degrees, fifteen minutes, east, twenty-three and eight tenths feet to the side of the aforesaid College property and thence along the same north twenty-six degrees, forty-five minutes, west, one hundred seventy-four and five tenths feet to the place of beginning. CONTAINING nine hundred and twenty-three thousandths (.923) Acres of land. ALSO ALL THAT CERTAIN lot or piece of ground, situate in the Township, County and State aforesaid, bounded and described according to a plan made by Milton R. Yerkes, C.E. Bryn Mawr, Penna., May 27, 1911, as follows, to wit: BEGINNING at a point in the middle line of Spring Mill Road at the distance of six hundred nineteen and seventeen hundredths feet, north sixty-six degrees, thirty-five minutes, east, from the point of intersection of said Spring Mill Road and Lancaster Avenue, as the same are laid out on said plan; thence extending along the center line of said Spring Mill Road, north sixty-six degrees, thirty-five minutes, east, ten and eighty-nine hundredths feet to a point in the line of land now or late of Helen S. Hoffman; thence extending by said Helen S. Hoffman's land the three next following courses and distances to wit: (1) south forty degrees, fifty-nine minutes, east, one hundred forty-four and sixty hundredths

C313706

S64°13'W 219.9
S43°28'E 144.6
S70°51'W 145.9
S69°4'E 70.5
N23°45'E 30.2
N73°34'E 31.3
N30°15'W 17.7
N66°16'W 23.8
N120°W 11.1
W 11.1

N66°36'E
N69°35'E 10.89
S40°59'E 144.62

DEED - 1192

510

feet to a point; (2) south sixty-eight degrees, twenty minutes, east, forty-nine and eighty-three hundredths feet; (3) south five degrees, nine minutes, west, thirty-five and twenty-seven hundredths feet to a point and thence extending north sixty-six degrees, twenty-four minutes, west, one hundred ninety-two and forty seven hundredths feet, to a point in the line of land now or late of C. D. W. Handbest; thence along the line of said land, north nineteen degrees, eighteen minutes, east, eighty-five and ninety-one hundredths feet to the place of beginning. CONTAINING two hundred and thirty-seven thousandths (.237) Acres.

BEING the same premises which Helen S. Hoffman, widow, by Indenture bearing date the Twenty-seventh day of July, A.D. 1913, and recorded at Media in the Office for the Recording of Deeds etc., in and for the County of Delaware in the State of Pennsylvania on October 5, 1913 in Deed Book No. 446 page 103, etc., granted and conveyed unto C. Fenne Hoffman, in fee.

TOGETHER WITH right of way to the said Helen S. Hoffman over a private road opened temporarily by the said Chas. McKeone extending from the Lancaster Pike and along the line of land of James W. Paul to the driveway leading into the said Spring Mill Road so long as the said Chas. McKeone sees fit and proper to said private road open. But subject at any time to the right of the said Chas. McKeone his heirs, executors, administrators and assigns to close up and vacate the said private road forever. AND TOGETHER with use of roadway now laid out extending from the southeast corner of the above described and granted tract of land and which communicates with the private road over the land of the said Helen S. Hoffman leading into Spring Mill Road to the said Helen S. Hoffman, her heirs and assigns with or without horses, cattle, carts, carriages, vehicles, at all times hereafter forever in common with the said Chas. McKeone, his heirs and assigns, etc.

UNDER AND SUBJECT HOWEVER to the right of way over the last mentioned private road leading from the Spring Mill Road (a part of the land conveyed to the said Helen S. Hoffman) to the said Chas. McKeone and James W. Paul, their heirs and assigns with or without horses, cattle, carts, carriages, vehicles, at all times hereafter forever.

AND the said Charles F. Hoffman (also known as C. Fenne Hoffman), being so thereof seized departed this life on or about the Twenty-sixth day of April, A. D. 1942, having first made and published his last will and testament in writing bearing date the fifteen-th day of July, A.D. 1935, and since his death duly proved and filed in the proper office at Media in Will Book No. 76 page 407 etc., wherein and whereby he did will and direct as follows:

5. All the rest, residue and remainder of my property real and personal, I give, devise and bequeath to the Trustees hereinafter named upon the following trusts:- ---
- 17-1. To grant, bargain, sell, transfer, assign and convey real estate or personal property at public or private sale, for any purpose connected with the management or settlement of my estate, or of the trust hereby created to such purchaser or purchasers, for such price or prices and upon such terms, whether for cash or for part cash and part mortgage, as they may in their judgment and discretion think best, and for that purpose I authorize them to make, execute, acknowledge and deliver all such agreements, deeds, powers of attorney, assignments or other writings as they may think necessary or appropriate, and I direct that the purchaser or purchasers shall not be responsible for seeing to the application of the purchase money.
20. I appoint my wife, Marie Wright Hoffman, and The Pennsylvania Company for

S68°20'E 49.83
S 69°W 51.83
N 66°24'W 192.4'
N 19°18'E 51.31
(.237ac)

DEED - 1237

498

This Indenture, Made the Tenth day of

June
in the year of our Lord one thousand nine hundred and forty-three (1943), BETWEEN
CHARLES C. HARRISON, JR., and MARIE L. HARRISON, his wife, of Edgemont, Delaware County,
Pa. (hereinafter called the Grantors), of the one part,

and
THE AUGUSTINIAN COLLEGE OF VILLANOVA IN THE STATE OF PENNSYLVANIA, a Corporation duly
chartered and existing under the Laws of the Commonwealth of Pennsylvania, (hereinafter
called the Grantee),

of the other part, WITNESSETH, that the said Grantors
for and in consideration of the sum of Sixty-three Hundred (\$6300.00) Dollars
lawful money of the United States of America, unto them well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have
granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do
grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors
Heirs and Assigns,

ALL THAT CERTAIN Lot or piece of land, with the buildings and improvements thereon
erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania,
bounded and described according to a survey and plan thereof made by Milton R. Yorkes,
Civil Engineer, Bryn Mawr, Pennsylvania, as follows, to wit:

BEGINNING at a point in the middle line of Lancaster Avenue a corner of land now or late
of C. D. W. Hanbest and at the distance of four hundred fifty-four and eighty-nine one-
hundredths feet measured Southeastwardly from the intersection of the middle line of
Lancaster Avenue and Spring Mill Road; thence extending by land now or late of C. D.
W. Hanbest, North nineteen degrees eighteen minutes East three hundred thirty-four and
sixteen one-hundredths feet to a point; thence extending by land now or late of Mrs.
Helen S. Hoffman South sixty-six degrees twenty-four minutes East one hundred twenty and
thirty-three one-hundredths feet to a point; thence by land now or late of the Estate of
J. Ogden Hoffman, deceased, South nineteen degrees eighteen minutes West three hundred
twenty-five and fourteen one-hundredths feet to a point in the middle line of Lancaster
Avenue; thence extending along same North seventy degrees forty-two minutes West one hun-
dred twenty feet to the first mentioned point and place of beginning. Containing nine
hundred eight one-thousandths of an acre.

BEING the same premises which Alfred P. Devereux and Grace T. Devereux, his wife, by In-
denture bearing date the Twenty-sixth day of March, A.D., 1920, and recorded at Media in
the Office for the Recording of Deeds etc., in and for the County of Delaware in the
State of Pennsylvania, on March 29, 1920, in Deed Book No. 485 page 318, granted and
conveyed unto the said Charles C. Harrison, Jr., in fee.

454.89

N 19° 18' E 334.11
S 66° 24' E 120.
S 19° 18' W 325.
N 70° 42' W 120.
(0.908)

2-315-206 M

DEED-1307

166

WHEREAS PURSUANT TO SAID AGREEMENT THE COUNTY DID PURCHASE SAID PREMISES AT SAID SALE FOR THE SUM OF ONE DOLLAR,

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, THE SAID C.L. CONNER, WILLIAM R. MOONEY AND JAMES F. DOUGHERTY, COMMISSIONERS AS AFORESAID, IN CONSIDERATION OF THE PREMISES, HAVE GRANTED, BARGAINED, SOLD, RELEASED, CONFIRMED AND CONVEYED, AND BY THESE PRESENTS DO GRANT, BARGAIN, SELL, RELEASE, CONFIRM AND CONVEY UNTO THE COUNTY OF DELAWARE, DELAWARE COUNTY INSTITUTION DISTRICT ONE TOWNSHIP OF RIDLEY, AND THE SCHOOL DISTRICT OF THE TOWNSHIP OF RIDLEY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ALL THE ABOVE MENTIONED AND DESCRIBED PREMISES WITH THE APPURTENANCES, JOINTLY IN PROPORTION TO THEIR RESPECTIVE TAX CLAIMS AGAINST SAID PREMISES.

TO HAVE AND TO HOLD, THE SAME UNTO THE SAID COUNTY OF DELAWARE, DELAWARE COUNTY INSTITUTION DISTRICT THE TOWNSHIP OF RIDLEY, AND THE SCHOOL DISTRICT OF THE TOWNSHIP OF RIDLEY THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO AND FOR THEIR ONLY PROPER USE AND BEHOOF ON THE AFORESAID PROPORTIONS FOREVER, IN FEE SIMPLE, FOR ALL SUCH ESTATE, RIGHT, TITLE AND INTEREST AS THE SAID COUNTY OF DELAWARE ACQUIRED UNDER THE FIRST ABOVE MENTIONED PURCHASE AND WE, THE SAID COMMISSIONERS HAVE A RIGHT TO CONVEY.

IN WITNESS WHEREOF WE, THE SAID COMMISSIONERS, HAVE HEREUNTO SET OUT HANDS AND SEALS AS COMMISSIONERS AND THE SEAL OF SAID COUNTY, THIS 2ND DAY OF DECEMBER 1946.

SEALED AND DELIVERED	COUNTY OF DELAWARE (SEAL)
IN THE PRESENCE OF	C.L. CONNER.
ATTEST.	WM. R. MOONEY
WM. H. DUNCAN	JAMES F. DOUGHERTY.
CHIEF CLERK	COMMISSIONERS OF DELAWARE COUNTY.

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DELAWARE :
:SS

ON THE 2ND DAY OF DECEMBER 1946. BEFORE ME, THE SUBSCRIBER, A DEPUTY RECORDER OF DEEDS FOR THE STATE OF PENNSYLVANIA, RESIDING IN COUNTY OF DELAWARE, PERSONALLY APPEARED THE ABOVE NAMED C.L. CONNER, WILLIAM R. MOONEY AND JAMES F. DOUGHERTY, COMMISSIONERS OF DELAWARE COUNTY, AND SEVERALLY AND IN DUE FORM OF LAW, ACKNOWLEDGED THE ABOVE INDENTURE TO BE THEIR ACT AND DEED AND THE ACT AND DEED OF THE COUNTY OF DELAWARE AND DESIRED THE SAME TO BE RECORDED AS SUCH.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR AFORESAID.

COUNTY OF DELAWARE
REGISTERED
DEC. 23. 1946.

WM. K. H. LINVILL
DEPUTY RECORDER OF DEEDS (SEAL)
MY COMMISSION EXPIRES 1ST MONDAY
JANUARY, 1948.
EVANG. . . . RECORDER

RECORDED DECEMBER 23, 1946.

WRITTEN BY B. LULL

COMP BY. *Critt & Stone*

THIS INDENTURE MADE THE 16TH DAY OF DECEMBER IN THE YEAR OF OUR LORD, ONE THOUSAND NINE HUNDRED AND FORTY-SIX (1946) BETWEEN THE COUNTY OF DELAWARE, IN THE STATE OF PENNSYLVANIA PARTY OF THE FIRST PART,

AND

THE AUGUSTINIAN COLLEGE OF VILLANOVA, VILLANOVA, RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, PARTY OF THE SECOND PART;

WHEREAS, THE TREASURER OF SAID COUNTY OF DELAWARE, ON THE 26TH DAY OF APRIL, A. D. 1944, EXPOSED THE PROPERTY SITUATE ON SPRING MILL ROAD, NORTH OF LANCASTER AVENUE, RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, TO PUBLIC SALE FOR 1938 TAXES AS THE PROPERTY OF CHARLES W. BARBER, ALSO KNOWN AS C. W. BARBER AND DOCTOR CHARLES BARBER, AND SOLD THE SAME TO THE COUNTY OF DELAWARE AND BY HIS DEED DATED THE 26TH DAY OF APRIL, A. D. 1944 AND INTENDED TO BE FORTHWITH RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR SAID COUNTY OF DELAWARE, CONVEYED SAID PREMISES TO SAID COUNTY, AND

DEED-1307

167

WHEREAS, THE COMMISSIONERS OF SAID COUNTY PRESENTED THEIR PETITION TO THE COURT OF COMMON PLEAS OF DELAWARE COUNTY AS OF NO. 806, SEPTEMBER TERM, 1946, SETTING FORTH THAT THEY HAD PURCHASED SAID PROPERTY; THAT THE PERIOD FOR REDEMPTION OF SAID PROPERTY HAD PASSED; THAT THERE WAS DUE AND PAYABLE CERTAIN UNPAID, DELINQUENT TAXES AS ITEMIZED IN SAID PETITION AND ASSESSED AGAINST SAID PROPERTY; THAT THEY HAD ENTERED INTO AN AGREEMENT WITH THE PARTY OF THE SECOND PART TO SELL SAID PROPERTY AT PRIVATE SALE FOR THE AMOUNT OF THREE HUNDRED THIRTY-NINE DOLLARS AND FIFTY-ONE CENTS (\$339.51) AND PRAYING SAID COURT TO FIX A TIME FOR A HEARING FOR THE APPROVAL OF SAID SALE PURSUANT TO THE ACT OF MAY 21ST, 1937, P. L. 787, AS AMENDED (72 P. L. 5878A), AND

WHEREAS, THE COURT BY A DECREE DATED NOVEMBER 29TH, 1946, FIXED THE TWELFTH DAY OF DECEMBER, A. D. 1946, AT 10:00 O'CLOCK A. M. AS A TIME FOR A HEARING ON SAID PETITION AND DIRECTED THAT AT LEAST FIVE DAYS' NOTICE OF SAID HEARING BE GIVEN TO THE TOWNSHIP OF RADNOR, THE SCHOOL DISTRICT OF THE TOWNSHIP OF RADNOR AND INSTITUTION DISTRICT OF THE COUNTY OF DELAWARE, AND

WHEREAS, DUE NOTICE WAS GIVEN TO THE SAID TOWNSHIP OF RADNOR, THE SCHOOL DISTRICT OF THE TOWNSHIP OF RADNOR, AND INSTITUTION DISTRICT OF THE COUNTY OF DELAWARE AND THEY ALL EXECUTED AN APPROVAL OF SAID SALE, AND

WHEREAS, SAID COURT, ON THE TWELFTH DAY OF DECEMBER, A. D. 1946, APPROVED SAID SALE AND ORDERED, ADJUDGED AND DECREED THAT THE COUNTY SELL SAID PREMISES TO THE PARTY OF THE SECOND PART FOR THE PRICE OR SUM OF THREE HUNDRED THIRTY-NINE DOLLARS AND FIFTY-ONE CENTS (\$339.51), AND THAT THE COUNTY EXECUTE A DEED TO THE PARTY OF THE SECOND PART WITHOUT WARRANTY OF TITLE AND WITHOUT LIABILITY ON THE PART OF THE COUNTY OF DELAWARE FOR ANY DEFECT IN TITLE WHATSOEVER.

NOW THIS INDENTURE WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THREE HUNDRED THIRTY-NINE DOLLARS AND FIFTY-ONE CENTS (\$339.51) LAWFUL MONEY OF THE UNITED STATES OF AMERICA, UNTO IT WELL AND TRULY PAID BY THE PARTY OF THE SECOND PART AT AND BEFORE THE ENSEALING AND DELIVERY HEREOF, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, BARGAINED, SOLD, ALIENED, ENFEOFFED, RELEASED, AND CONFIRMED, AND BY THESE PRESENTS, PURSUANT TO SAID ORDER OF COURT, DOES GRANT, BARGAIN, SELL, ALIEN, ENFEOFF, RELEASE AND CONFIRM UNTO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS,

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE TITLE LINE IN THE BED OF SPRING MILL ROAD AT THE DISTANCE OF THREE HUNDRED FIFTY-EIGHT FEET AND TWENTY-SEVEN ONE HUNDRETHS OF A FOOT (358.27) MEASURING NORTHEASTWARDLY ALONG THE TITLE LINE IN THE BED OF SAID SPRING MILL ROAD FROM ITS INTERSECTION WITH THE MIDDLE LINE OF LANCASTER AVENUE; THENCE EXTENDING ALONG THE TITLE LINE IN THE BED OF SPRING MILL ROAD NORTH SIXTY-SIX DEGREES THIRTY-FIVE MINUTES (66°35') EAST TWO HUNDRED SIXTY FEET AND NINE TENTHS OF A FOOT (260.9) TO A POINT; THENCE EXTENDING SOUTH NINETEEN DEGREES EIGHTEEN MINUTES (19°18') WEST TWO HUNDRED SEVENTY-SEVEN FEET AND SEVEN ONE HUNDRETHS OF A FOOT (277.07) TO A POINT; THENCE EXTENDING NORTH SEVENTY DEGREES FORTY-TWO MINUTES WEST ONE HUNDRED SEVENTY-FIVE FEET (175) TO A POINT; THENCE EXTENDING NORTH NINETEEN DEGREES EIGHTEEN MINUTES (19°18') EAST EIGHTY (80) FEET MORE OR LESS TO A POINT; THENCE EXTENDING NORTH TWENTY-THREE DEGREES TWENTY-FIVE MINUTES (23°25') WEST TWENTY-FOUR FEET AND FIFTY-EIGHT ONE HUNDRETHS OF A FOOT (24.58) TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

TOGETHER WITH ALL AND SINGULAR THE IMPROVEMENTS, WAYS, STREETS, ALLEYS, PASSAGES, WATERS, WATER-COURSES, RIGHT, LIBERTIES, PRIVILEGES, HEREDITAMENTS AND APPURTENANCES WHATSOEVER THEREUNTO BELONGING, OR IN ANY WISE APPERTAINING, THE REVERSIONS AND REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF, AND ALL THE ESTATE, RIGHT, TITLE, INTEREST, PROPERTY, CLAIM AND DEMAND WHATSOEVER OF IT, THE PARTY OF THE FIRST PART, IN LAW, EQUITY OR OTHERWISE HOWSOEVER, OF, IN AND TO THE SAME AND EVERY PART THEREOF.

TO HAVE AND TO HOLD THE SAID LOTS OR PIECES OF GROUND ABOVE DESCRIBED, HEREDITAMENTS AND PREMISES HEREBY GRANTED, OR MENTIONED AND INTENDED SO TO BE, WITH THE APPURTENANCES, UNTO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, TO AND FOR THE ONLY PROPER USE AND BEHOOF OF THE SAID PARTY OF THE SECOND PART, ITS SUCCESSOR AND ASSIGNS FOREVER, WITHOUT WARRANTY OF TITLE AND WITHOUT LIABILITY ON THE PART OF THE PARTY OF THE FIRST PART FOR ANY DEFECT OF TITLE WHATSOEVER.

260.9 N 66°35' E
 277.07 S 19°18' W
 175 N 70°42' W
 80 N 19°18' E
 24.58 N 23°25' W

C 317706

LIENS, ENCUMBRANCES AND CONDITIONS TO TITLE

ground fronts or abuts, gas pipes, water pipes, steam pipe and sewer pipes.

The Lot herein conveyed is not to be graded so that the surface thereof will be below the grade of the street upon which it abuts.

AND the said Grantors, for themselves, their Heirs, Executors and Administrators, DO by these presents, covenant, grant and agree, to and with the said Grantees, their Heirs and Assigns that they the said Grantors, and their Heirs and Assigns singular the Heirs and Assigns and Premises herein above described and granted, or mentioned or intended so to be, with the Appurtenances, unto the said Grantees, their Heirs and Assigns, against them the said Grantors, and their Heirs, and against all and every other Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under him, her, them or any of them, shall and will Subject as aforesaid WARRANT and forever DEFEND.

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

SEALING AND DELIVERED

In the presence of us:

John M. Hardeastle, Jr.	U. S.	Benjamin F. Fields (L.S.)
Mary C. Rhoads	\$1.00	Sarah E. K. Fields (L.S.)
	Stamp	

RECEIVED the day of the date of the above Indenture, of the above-named Grantees, the amount of the within mentioned consideration money in full.

WITNESSES:

John M. Hardeastle, Jr.	Benjamin F. Fields
Mary C. Rhoads	Sarah E. K. Fields

ON THE Fifth day of February Anno Domini 1923, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the County of Delaware, personally appeared the above named Benjamin F. Fields and Sarah E. K. his wife, and in due form of law acknowledged the above Indenture to be their & each of their act and deed, and desired the same might be recorded as such.

WITNESS my hand and Official seal the day and year aforesaid.

Mary C. Rhoads (seal)
 Notary Public
 My commission expires at end of
 next session of Senate.

Recorded February 6, 1923.

McClenahan Recorder.

THIS INDENTURE MADE THE Twenty-fifth day of January in the year of our Lord one thousand nine hundred and twenty-three BETWEEN RICHARD WHITNEY, of the City and State of New York and BERTHOLD, his wife, BERNON S. PRENTICE of the City and State aforesaid, and CLARE E., his wife, of the first part, (hereinafter called the Grantors)

AND

FRANK E. MAHAN; of the Township of Lower Merion, in the County of Montgomery and State of Pennsylvania, of the second part (hereinafter called the Grantee);

WITNESSETH, that the said Grantors for and in consideration of the sum of One (\$1.00) & other lawful money of the United States of America, unto them well and

557/
97

paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, his heirs and Assigns, ALL THOSE TWO CERTAIN Tracts or pieces of land, situate at Villa Nova, in the Township of Radnor, in the County of Delaware and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, C. E., as of December 20th, A. D. 1922 As follows, to wit:-

TRACT NO. 1- BEGINNING at the intersection of the middle lines of Spring Mill Road and Lancaster Avenue; thence along the middle line of Lancaster Avenue South sixty-nine degrees forty-five minutes thirty seconds East one thousand and seventy-eight feet and seventy four one-hundredths of a foot; thence by land of Laura Wilson Paul South twenty degrees fourteen minutes thirty seconds West three hundred and forty three feet and two tenths of a foot to the Northeast right of way line of the Philadelphia and Western Railway; thence along said right of way line of the Philadelphia and Western Railway the eight next following courses and distances, to wit: North seventy-three degrees twenty four minutes West seven hundred and eight feet and five tenths of a foot; North twenty degrees fourteen minutes thirty seconds East fifty feet and one tenth of a foot; North seventy-three degrees twenty-four minutes West one hundred and forty-one feet and three tenths of a foot; South twenty degrees fourteen minutes thirty seconds West fifty feet and one tenth of a foot; North seventy-three degrees twenty-four minutes West one hundred and forty-eight feet and five one-hundredths of a foot; North sixteen degrees thirty-six minutes East ten feet; North seventy-three degrees twenty-four minutes East crossing the Villa Nova Road three hundred and forty-seven feet and sixty two one-hundredths of a foot, and North twenty-four degrees thirty-seven minutes West one hundred and thirty feet and two tenths of a foot to the middle of Spring Mill Road, and thence along the middle line of Spring Mill Road North sixty-seven degrees forty-nine minutes East four hundred and eighty-three feet and nine tenths of a foot to the place of beginning. Containing Eleven acres and one thousand and sixty two ten-thousandths of an acre.

TRACT NO. 2, - BEGINNING at a point in the middle of St. Thomas Road, at the distance of two hundred and twenty-eight feet and one one-hundredths of a foot South-eastwardly from the junction of the middle line of St. Thomas Road with the middle line of Villa Nova Road; thence from said point of beginning by land of Charles C. Harrison North sixteen degrees thirty-six minutes East one hundred and forty-three feet and sixty one one-hundredths of a foot to a point in the Southwesterly right of way line of the Philadelphia and Western Railway; thence along the said right of way line of the Philadelphia and Western Railway; the four next following courses and distances, to wit: South seventy-three degrees twenty-four minutes East nine hundred and twenty feet and twenty three one-hundredths of a foot; South seventy degrees thirty-two minutes East three hundred feet and four tenths of a foot; South sixteen degrees thirty-six minutes West thirty feet and South seventy-three degrees twenty-four minutes East thirty-seven feet and eight tenths of a foot; thence by land of the Augustinian College of Villa Nova in the State of Pennsylvania South twenty-three degrees nine minutes and thirty seconds East ninety-seven feet and two tenths of a foot; thence South sixteen degrees thirty-six minutes West fifty-three feet and six one-hundredths of a foot to a point in the middle of St. Thomas Road, and thence along the middle line of St. Thomas Road the five next following courses and distances, to wit: North sixty-nine degrees fifty-five minutes West three hundred and seventy-six feet and ninety five one-hundredths of a foot; thence on a curve line to the left with a radius of nine thousand two hundred and eight feet, the arc distance of four hundred and ninety-five feet and twenty five one-hundredths of a foot; thence North seventy-two de-

RESTRICTIONS AS SET FORTH IN DEED BOOK (557 page 97.)

UNDER AND SUBJECT TO THE FOLLOWING limitations, conditions and restrictions as to Tract #1, above described.

FIRST: That he, the said grantee, his heirs and assigns, shall at all times hereafter forever leave unbuilt upon and unobstructed except by steps, cellar doors, fences, trees or shrubbery thereupon a space extending entirely across the front of the property hereby granted and extending 125 ft. back from the center line of Lancaster Ave. and that no stable or other out-building shall be erected thereon within 155 feet from the center line of the said Lancaster Avenue and the cost of any such stable, so erected shall in no event be less than \$1,500.00

SECOND: That the said grantee, his heirs, executors, administrators or assigns shall not at any time hereafter erect more than one house on each lot fronting on said Lancaster Ave. of less frontage than 100 ft. and any dwelling house thereon erected shall cost and be of not less value than \$10,000.00.

THIRD: That neither he, the said grantee, his heirs, executors, administrators or assigns, shall or will at any time hereafter forever, erect or build or cause or permit to be erected or built upon the hereby granted lot of ground or upon any part thereof any hotel, tavern, drinking saloon, blacksmith, carpenter or wheelwright shop, steam mill, tannery, slaughter house, piggery, skin dressing establishment, livery stable, glue, soap, candle or starch manufactory or commercial establishment or other building or buildings for offensive purpose or occupation; that no building thereon erected, shall ever hereafter be converted into a hotel, tavern, drinking saloon, blacksmith, carpenter or wheelwright shop, steam mill, tannery, slaughter house, piggery, skin dressing establishment, livery stable, glue, soap, candle or starch manufactory or commercial establishment or used for any offensive purpose or occupation hereafter forever, and that privy well or sewer shall ever hereafter be dug or excavated on said lot or any sewerage deposited thereon, so long as a sewer is operated for the disposal of such sewage on the property known as Villa Nova at a rate of charge not to exceed \$25.00 per annum for the property hereby conveyed.

AND UNDER AND SUBJECT TO certain restrictions and reservation as to Tract #2 above described.

FIRST: That the said Grantee, his heirs and assigns, shall at all times hereafter forever leave unbuilt upon and unobstructed, except by steps, cellar doors, fences, trees or shrubbery thereupon the entire space having a frontage on St. Thomas Rd. for a distance of 50 ft. back from the building line of said road, and no stable or garage or other buildings other than a dwelling shall be erected within 125 feet from the building line of said road nor within 10 ft. of the Westerly boundary line of the above described tract, that only one dwelling house shall be erected on every 100 ft. frontage on said road and shall cost not less than \$5,000.00 to build, nor shall any building or buildings be erected or converted into a hotel, tavern, drinking saloon, blacksmith, carpenter or wheelwright shop, steam mill, tannery, slaughter house, skin dressing establishment, livery stable, public garage, glue, soap, candle or starch manufactory, or commercial establishment or other building or buildings for offensive purpose or occupation hereafter forever.

This Indenture,

Made the 7th day of December in the

year of our Lord one thousand nine hundred and Thirty eight (1938) BETWEEN Fidelity Philadelphia Trust Company, Trustee under the Will of Richard Smith Deceased of the First Part. (hereinafter called the grantor) AND

The Augustinian College of Villa Nova in the State of Pennsylvania. A corporation duly chartered and existing under the laws of the Commonwealth of Pennsylvania. of the Second part. (hereinafter called the grantee)

~~Witnesseth~~ Witnesseth, That the said grantor

for and in consideration of the sum of ~~Twelve~~ twelve thousand dollars

lawful money of the United States of America, unto it well and truly paid by the said grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, doth bargain, sell, alien, enfeoff, release and confirm unto the said Grantee its successors

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granted) over a twelve feet wide driveway over the hereby demised premises along the North b
boundary thereof by land of the Augustinian College of Villa Nove and further under and
subject to the right of Helen S. Hoffman and her assigns over a twelve feet wide
driveway over the said premises by the line of her property on the West side ^{of the} above descri-
bed premises. Reserving for the use of the said ~~Grantee~~ ^{Grantee} ~~Trust Company~~ ^{Trust Company} its
successors and assigns owners and occupiers of their remaining property the right use
liberty and privilege for all purposes of ingress and egress at all times hereafter forever
over the last mentioned driveway and thence over land of the said Helen S. Hoffman to the
Spring Mill Road.

TOGETHER with the free and common use right liberty and privilege of the aforesaid twelve
foot wide road lane or driveway as and for a passageway at all times hereafter forever

Together with all and singular the buildings Streets Alleys Passages.
Ways, Waters Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or
in any wise appertaining, and the Reversions, Remainders, Rents, Issues and Profits thereof and all the estate, right, title, interest,
property, claim and demand whatsoever, of it the said Grantor and of him the said Richard Smith at and
immediately before the time of his decease. in law, equity
or otherwise howsoever, of, in and to the same and every part thereof.

Together with as aforesaid.
To have and to hold the said lot or piece of ground with the buildings and improvements thereon
erected above more particularly ^{described} hereunto and premises hereby granted or mentioned and intended so to be

with the Appurtenances, whatsoever, unto the said Grantee its successors

And Assigns, to and for the only proper use and behoof of the said Grantee its successors

And Assigns forever.

Under and subject as aforesaid.

ACKNOWLEDGED THE FOREGOING GRANT TO BE THEIR ACT AND DEED AND DESIRED THE SAME MIGHT BE RECORDED AS SUCH. OFFICIAL

WITNESS MY HAND AND SEAL THE DAY AND YEAR AFORESAID.

WILLIAM MORGAN (SEAL) J.P.

MY COMMISSION EXPIRES JAN. 1, 1946

STATE OF PENNSYLVANIA :
COUNTY OF DELAWARE : 85

ON THIS FIFTH DAY OF APRIL A.D. 1940, BEFORE ME, THE SUBSCRIBER, A JUSTICE OF THE PEACE IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN SPRINGFIELD PERSONALLY APPEARED WALTER M. JEFFORDS AND SARAH D. F. HIS WIFE, AND IN DUE FORM OF LAW ACKNOWLEDGED THE FOREGOING GRANT TO BE THEIR ACT AND DEED AND DESIRED THE SAME MIGHT BE RECORDED AS SUCH.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST AFORESAID.

WILLIAM MORGAN (SEAL) J.P.
MY COMMISSION EXPIRES JAN. 1, 1946

SOLICITED BY
V. A. WALSH

I HEREBY CERTIFY THAT THE ACTUAL CONSIDERATION IS LESS THAN \$100.00

H. S. ROBERTS-AGENT-

RECORDED MAY 17, 1940

EVANS-----RECORDER

WRITTEN BY E. ENZ.

COMPARED BY: Billinger & Redden

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TA 152117

(M-3988)

BE IT KNOWN THAT FOR AND IN CONSIDERATION OF THE PAYMENT BY PHILADELPHIA ELECTRIC COMPANY TO THE UNDERSIGNED OF THE SUM OF ONE DOLLAR (\$1.00) AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, IS HEREBY GRANTED BY THE UNDERSIGNED THE UNINTERRUPTED RIGHT, LIBERTY AND PRIVILEGE TO INSTALL AND MAINTAIN ONE POLE, TOGETHER WITH THE NECESSARY WIRES AND APPURTENANCES, UPON PREMISES OF THE UNDERSIGNED SITUATE ALONG THE SOUTH SIDE OF LANCASTER AVENUE BEGINNING AT A POINT APPROXIMATELY NO FEET WEST FROM INTERSECTING HIGHWAY KNOWN AS ITHAN AVENUE AND EXTENDING WEST FOR A DISTANCE OF APPROXIMATELY 1343 FEET, BOUNDED ON THE WEST BY LANDS NOW OR LATE OF THE PHILADELPHIA & WESTERN RAILWAY COMPANY AND ON THE EAST BY ITHAN AVENUE, IN THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE, STATE OF PENNSYLVANIA, FOR THE PURPOSE OF SUPPLYING STREET LIGHTING SERVICE IN THIS VICINITY.

THE SAID POLE SHALL BE INSTALLED AND MAINTAINED IMMEDIATELY INSIDE THE LEGAL RIGHT OF WAY LIMITS OF LANCASTER AVENUE, ON THE SAID SOUTH SIDE THEREOF, AT A POINT APPROXIMATELY 1300 FEET WEST OF ITHAN AVENUE.

EXECUTED THIS 15TH DAY OF APRIL A.D. 1940.

THE AUGUSTINIAN COLLEGE OF VILLA NOVA (SEAL)

BY E. V. STANFORD

PRESIDENT

ATTEST: JOSEPH M. DOUGHERTY

SECRETARY.

STATE OF PENNSYLVANIA :
COUNTY OF DELAWARE : 88

ON THIS 22ND DAY OF APRIL A.D. 1940, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN VILLANOVA PA. PERSONALLY

11/1/265

SHALL DEEM REQUISITE OR PROPER FOR THE PURPOSES AFORESAID; AS WELL AS THE FURTHER RIGHT TO PERMIT OTHERS TO USE THE POLES ERRECTED UNDER THIS GRANT IN ORDER TO EXTEND TELEPHONE OR TELEGRAPH SERVICE.

EXECUTED THIS 18TH DAY OF DECEMBER A.D. 1940

IN THE PRESENCE OF:
WILLIAM MORGAN

ISAAC P. SHERWOOD (SEAL)
MARIAN B. SHERWOOD (SEAL)

I HEREBY CERTIFY THAT THE ACTUAL CONSIDERATION IS LESS THAN \$100.
H. B. ROBERTS-AGENT-

STATE OF PENNSYLVANIA
COUNTY OF DELAWARE

ON THIS 18TH DAY OF DECEMBER A.D. 1940, BEFORE ME, THE SUBSCRIBER, A JUSTICE OF THE PEACE IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN SPRINGFIELD TWP. PERSONALLY APPEARED THE ABOVE NAMED ISAAC P. SHERWOOD AND MARIAN B. SHERWOOD, HIS WIFE AND IN DUE FORM OF LAW ACKNOWLEDGED THE FOREGOING GRANT TO BE THEIR ACT AND DEED AND DESIRED THE SAME MIGHT BE RECORDED AS SUCH.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST AFORESAID.

WILLIAM MORGAN (SEAL)

ISAAC P. SHERWOOD MY COMMISSION EXPIRES JAN. 1, 1946
SOLICITED BY: HOWARD DEBHONG

RECORDED FEBRUARY 18, 1941

EVANS-----RECORDER

WRITTEN BY E. ENZ.

COMPARED BY: *Landon & Dredley*

TELETYPE

(M-4282)

2515 TOWAN
151 2404

BE IT KNOWN THAT FOR AND IN CONSIDERATION OF THE PAYMENT BY PHILADELPHIA ELECTRIC COMPANY TO THE UNDERSIGNED OF THE SUM OF ONE DOLLAR (\$1.00) AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, IS HEREBY GRANTED BY THE UNDERSIGNED THE RIGHT, LIBERTY AND PRIVILEGE TO INSTALL AND MAINTAIN ONE ANCHOR GUY, TOGETHER WITH THE NECESSARY CONNECTING GUY WIRES AND APPURTENANCES, UPON PREMISES OF THE UNDERSIGNED SITUATE ALONG THE WEST SIDE OF COUNTY LINE ROAD BEGINNING AT A POINT APPROXIMATELY 90 FEET NORTH INTERSECTING HIGHWAY KNOWN AS ITHAN AVENUE AND EXTENDING NORTH FOR A DISTANCE OF APPROXIMATELY 1340 FEET, BOUNDED ON THE NORTH BY SPRING MILL ROAD AND ON THE SOUTH BY ITHAN AVENUE IN THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE, STATE OF PENNSYLVANIA, FOR THE PURPOSE OF STABILIZING SAID ELECTRIC COMPANY'S POLE LINE CONSTRUCTION IN THIS VICINITY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO INSPECT, RENEW, REPAIR AND REMOVE THE AFORESAID FACILITIES.

THE SAID ANCHOR GUY SHALL BE INSTALLED AND MAINTAINED UPON THE AFORESAID PREMISES APPROXIMATELY 15 FEET WEST OF THE WESTERLY SIDE OF SAID COUNTY LINE ROAD AT THE DISTANCE OF APPROXIMATELY 125 FEET NORTH OF ITHAN AVENUE.

SHOULD THE LOCATION OF THE AFORESAID FACILITIES, INTERFERE WITH THE DEVELOPMENT AND USE OF THE SAID PREMISES OF THE UNDERSIGNED, THE ELECTRIC COMPANY SHALL, AT ITS EXPENSE, RELOCATE THE SAID FACILITIES UPON THE AFORESAID PREMISES, TO A LOCATION TO BE MUTUALLY AGREED UPON.

EXECUTED THIS 24TH DAY OF JANUARY A.D. 1941

THE AUGUSTINIAN COLLEGE OF VILLA NOVA (SEAL)
BY C. V. STANFORD
PRESIDENT
ATTEST: JOSEPH M. DOUGHERTY (SJA)
SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF DELAWARE

ON THIS 24 DAY OF JANUARY A.D. 1941, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC, IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN VILLANOVA PERSONALLY APPEARED THE ABOVE NAMED JOSEPH M. DOUGHERTY SECRETARY OF THE AUGUSTINIAN

1120/478

CEMETERY COMPANY NOW IN FORCE OR AS MAY HEREAFTER BE ADOPTED; AND
SUBJECT TO A TAX ASSESSMENT OF ONE DOLLAR PER LOT, DUE AND PAYABLE UPON THE FIRST DAY
OF JANUARY IN EACH YEAR HEREAFTER FOREVER; AND
PROVIDED THAT NO PERMIT FOR BURIAL IN SAID LOTS WILL BE ISSUED WHILE THERE IS DEFAULT
IN THE PAYMENT OF ANY ANNUAL ASSESSMENT.

NO SALE OR TRANSFER, BY ANY LOT-HOLDER OF A LOT OR OF THE RIGHT OF BURIAL THEREIN SHALL
BE VALID WITHOUT THE APPROVAL IN WRITING OF THE SECRETARY.

IN WITNESS WHEREOF MOUNT SHARON CEMETERY COMPANY HATH CAUSED THESE PRESENTS TO BE EXECUTED
BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY AND ITS COMMON OR CORPORATE SEAL TO
BE HERETO AFFIXED, THE DAY AND YEAR AFORESAID.

MOUNT SHARON CEMETERY COMPANY (SEAL)
JACOB ROSEN
PRESIDENT.

ATTEST SAMUEL E. ROSEN SECRETARY.

ON THE 10TH DAY OF JUNE A.D. 1947. BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC FOR THE
COMMONWEALTH OF PENNSYLVANIA, RESIDING IN THE CITY OF PHILADELPHIA PERSONALLY APPEARED-
SAMUEL E. ROSEN, SECRETARY OF THE MT. SHARON CEMETERY COMPANY ABOVE NAMED, WHO BEING DULY SWORN,
ACCORDING TO LAW SAID THAT HE WAS PERSONALLY PRESENT AT THE EXECUTION OF THE ABOVE-
DEED AND SAW THE COMMON SEAL OF THE SAID CEMETERY COMPANY DULY AFFIXED THERETO, THAT THE
SEAL SO AFFIXED IS THE COMMON OR CORPORATE SEAL OF THE MT. SHARON CEMETERY COMPANY AFORESAID, THAT
THE DEED WAS DULY SEALED AND DELIVERED BY JACOB ROSEN, PRESIDENT OF THE SAID COMPANY, AS-
AND FOR THE ACT AND DEED OF MT. SHARON CEMETERY COMPANY AFORESAID, FOR THE USES AND PURPOSE
THEREIN MENTIONED, AND THAT THE NAMES OF THE SAID JACOB ROSEN, PRESIDENT AND OF THIS DEPARTMENT,
SUBSCRIBED THERETO IN ATTESTATION OF THE DUE EXECUTION AND DELIVERY THEREOF, ARE OF
THEIR OWN PROPER AND RESPECTIVE HANDWRITINGS.

SWORN AND SUBSCRIBED THE DAY
AND YEAR AFORESAID.

SAMUEL E. ROSEN.
SECRETARY.

ROSE SMITH
NOTARY PUBLIC (SEAL)
MY COMM, EXP. 3/9/51

RECORDED JUNE 26, 1947.
WRITTEN BY B. LULL.

EVANS.....RECORDER
COMP BY *Finley + Lynn*

KNOW ALL MEN BY THESE PRESENTS:

THAT AUGUSTINIAN COLLEGE OF VILLANOVA, A CORPORATION OF THE COMMONWEALTH OF PENNSYLVANIA,
HEREINAFTER CALLED GRANTOR, FOR AND IN CONSIDERATION OF THE SUM OF TWO HUNDRED FIFTY
DOLLARS (\$250.00) LAWFUL MONEY OF THE UNITED STATES OF AMERICA, UNTO IT WELL AND TRULY-
PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, UPON THE CONDITIONS -
HEREINAFTER SET FORTH, UNTO THE PENNSYLVANIA RAILROAD COMPANY, ALSO A CORPORATION OF SAID
COMMONWEALTH, HEREINAFTER CALLED GRANTEE, AND TO ITS SUCCESSORS AND ASSIGNS, THE RIGHT, LIB-
ERTY AND PRIVILEGE TO CONSTRUCT AND MAINTAIN A SLOPE OR EMBANKMENT, NECESSARY TO SUPPORT
STATE HIGHWAY ROUTE NO. 320, UPON

ALL THAT CERTAIN PIECE OF LAND LOCATED AT VILLANOVA AND SITUATE IN THE TOWNSHIP OF-
RADNOR, IN THE COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED
AS FOLLOWS, VIZ,

BEGINNING AT A POINT WHERE THE FACE OF THE RETAINING WALL ON THE NORTHWESTERLY SIDE OF
SPRING MILL ROAD, KNOWN ALSO AS STATE HIGHWAY ROUTE NO. 320, INTERSECTS THE LINE DIVIDING
LAND OF THE AUGUSTINIAN COLLEGE OF VILLANOVA ON THE NORTHEAST, FROM LAND OF THE PENNSYLVANIA
RAILROAD COMPANY ON THE SOUTHWEST AND AT THE DISTANCE OF FOURTEEN FEET MORE OR LESS
MEASURED NORTH FIFTY-TWO DEGREES TWELVE MINUTES THIRTY-ONE SECONDS WEST, ALONG THE SAID
LAST MENTIONED LAND DIVIDING LINE, FROM A POINT IN THE CENTER LINE OF SAID SPRING MILL-
ROAD WHICH HAS A BEARING OF SOUTH SIXTY-THREE DEGREES FORTY-FIVE MINUTES WEST, AT A CORNER
OF SAID LAST MENTIONED LANDS, SAID SPRING MILL ROAD CROSSING OVER THE RAILROAD OF THE
PENNSYLVANIA RAILROAD COMPANY, KNOWN AS THE MAIN LINE, PHILADELPHIA TERMINAL DIVISION;
EXTENDING FROM SAID BEGINNING POINT THE FOLLOWING NINE COURSES AND DISTANCES: (1) NORTH
FIFTY-TWO DEGREES TWELVE MINUTES THIRTY ONE ^{seconds} WEST, ALONG THE SAID LAST MENTIONED
LAND DIVIDING LINE, SIXTY-SIX FEET MORE OR LESS, TO A POINT DISTANT EIGHTY FEET MEASURED
NORTH FIFTY TWO DEGREES TWELVE MINUTES THIRTY-ONE SECONDS WEST, ALONG THE SAID LAST MENTIONED
LAND DIVIDING LINE FROM SAID POINT IN THE CENTER LINE OF SPRING MILL ROAD; THE-

1312/254

FOLLOWING EIGHT COURSES AND DISTANCES BEING THROUGH SAID LAND OF THE AUGUSTINIAN COLLEGE OF VILLANOVA; (2) NORTH SEVENTY DEGREES TWENTY-FIVE MINUTES THIRTY-ONE SECONDS EAST, TWO HUNDRED THIRTY-ONE FEET AND FIFTY-NINE ONE-HUNDREDTHS OF A FOOT TO A POINT, DISTANT FORTY-FIVE FEET MEASURED NORTH TWENTY-SIX DEGREES FIFTEEN MINUTES WEST FROM ANOTHER POINT IN THE SAID CENTER LINE OF SPRING MILL ROAD; (3) SOUTH TWENTY-SIX DEGREES FIFTEEN MINUTES EAST, TWENTY SEVEN FEET AND FIVE TENTHS OF A FOOT MORE OR LESS TO A POINT IN THE SAID FACE OF THE RETAINING WALL, DISTANT SEVENTEEN FEET AND FIVE TENTHS OF A FOOT MORE OR LESS MEASURED NORTH TWENTY-SIX DEGREES FIFTEEN MINUTES WEST, FROM ANOTHER POINT IN THE SAID CENTER LINE OF SPRING MILL ROAD; THE FOLLOWING SIX COURSES AND DISTANCES BEING ALONG THE SAID FACE OF RETAINING WALL ON THE NORTHWESTERLY SIDE OF SPRING MILL ROAD; (4) SOUTH SIXTY-THREE DEGREES, FORTY-FIVE MINUTES WEST, TWENTY-THREE FEET MORE OR LESS TO A POINT; (5) NORTHWESTWARDLY FIVE FEET AND FIVE TENTHS OF A FOOT MORE OR LESS TO A POINT; (6) SOUTHWESTWARDLY FIFTY-EIGHT FEET AND FIVE TENTHS OF A FOOT MORE OR LESS TO A POINT; (7) SOUTHWESTWARDLY, DEFLECTING TO THE LEFT FROM THE SAID LAST DESCRIBED COURSE FIFTY FEET MORE OR LESS TO A POINT; (8) SOUTHWESTWARDLY, DEFLECTING TO THE LEFT FROM THE SAID LAST DESCRIBED COURSE, FIFTY-ONE FEET MORE OR LESS TO A POINT; ^{AND} (9) SOUTHWESTWARDLY, DEFLECTING TO THE RIGHT FROM THE SAID LAST DESCRIBED COURSE, EIGHTEEN FEET MORE OR LESS TO THE PLACE OF BEGINNING.

CONTAINING EIGHT THOUSAND TWO HUNDRED THIRTY-ONE SQUARE FEET, MORE OR LESS.

THIS GRANT IS MADE EXPRESSLY SUBJECT TO AND UPON THE FOLLOWING CONDITIONS: (1) THAT THE MAINTENANCE OF SAID SLOPE OR EMBANKMENT BY THE SAID GRANTEE, ITS SUCCESSORS OR ASSIGNS, SHALL BE IN SUCH A MANNER THAT THE DRAINAGE THEREFROM WILL NOT BE HARMFUL TO THE REMAINING LAND OF THE SAID GRANTOR; ITS SUCCESSORS OR ASSIGNS; (2) THAT THE SAID GRANTEE, ITS SUCCESSORS OR ASSIGNS, SHALL AND WILL ASSUME ALL PUBLIC LIABILITY IN THE INSTALLATION AND MAINTENANCE OF THE SAID SLOPE OR EMBANKMENT; AND (3) THAT THE SAID GRANTOR, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO REVOKE THE RIGHT, LIBERTY AND PRIVILEGE HEREBY GRANTED, AT ANY TIME IT OR THEY MAY REQUIRE THE ABOVE DESCRIBED PIECE OR PARCEL OF LAND FOR ITS OR THEIR PURPOSES, IN WHICH EVENT (A) THE SAID GRANTOR ITS SUCCESSORS OR ASSIGNS, SHALL ASSUME THE MAINTENANCE OF THE SLOPE OR EMBANKMENT SUPPORTING SAID HIGHWAY, OR SHALL INSTALL A RETAINING WALL OR WALLS, WHICH WILL MEET THE REQUIREMENTS OF THE STATE HIGHWAY DEPARTMENT, IN LIEU OF SAID SLOPE OR EMBANKMENT, AND (B) THE SAID GRANTOR HEREBY RELIEVES THE SAID GRANTEE, ITS SUCCESSORS OR ASSIGNS, FROM ALL LIABILITY OR OBLIGATION THEREUNDER WITH THE SAME FORCE AND EFFECT AS IF THESE PRESENTS HAD NEVER BEEN MADE.

THE SAID GRANTOR DOES HEREBY CONSTITUTE AND APPOINT DAVID J. SMYTH, ESQ., TO BE ITS ATTORNEY, FOR IT AND IN ITS NAME, AND AS AND FOR ITS CORPORATE ACT AND DEED TO ACKNOWLEDGE THIS GRANT BEFORE ANY PERSON HAVING AUTHORITY BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, TO TAKE SUCH ACKNOWLEDGMENT, TO THE INTENT THAT THE SAME MAY BE DULY RECORDED.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS CAUSED ITS COMMON OR CORPORATE SEAL TO BE HERETO AFFIXED, DULY ATTESTED, THIS 3RD DAY OF JUNE A.D. 1947.

SEALED AND DELIVERED : AUGUSTINIAN COLLEGE OF VILLANOVA (SEAL)
 IN THE PRESENCE OF : BY, MORTIMER A. SULLIVAN
 J. J. McMENAMIN : PRESIDENT.
 JOHN F. DEVER : ATTEST. JOSEPH C. BARTLEY
 SECRETARY.

PHILA. :
 S. 55 :
 STAMP :

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF DELAWARE :

I HEREBY CERTIFY THAT ON THIS 3RD DAY OF JUNE IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND FORTY-SEVEN, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN VILLANOVA PERSONALLY APPEARED DAVID J. SMYTH, THE ATTORNEY NAMED IN THE AFOREGOING GRANT, AND BY VIRTUE AND IN PURSUANCE OF THE AUTHORITY THEREIN CONFERRED UPON HIM, ACKNOWLEDGED THE SAID GRANT TO BE THE ACT AND DEED OF THE SAID AUGUSTINIAN COLLEGE, OF VILLANOVA.

WITNESS MY HAND AND NOTARIAL SEAL, THE DAY AND YEAR AFORESAID.

MARY GAMBLE
 NOTARY PUBLIC (SEAL)
 MY COMMISSION EXPIRES 1/1/51
 EVANS.....RECORDER
 COMP BY... *Star & Tail*

RECORDED JULY 16, 1947
 WRITTEN BY B. LULL.

... for the County of Delaware, Mortgage Book No. 1630, page 619 to 620, the said ... of Delaware.

That the lien of the aforesaid mortgage shall be of the same effect as if the same had been recorded and satisfied of record.

That the said William K. H. Livvill, Recorder of Deeds for Delaware County, has notated of satisfaction here to him upon the mortgage given by Milton Hartman and Clara Ethel Hartman, his wife, to Cuyahoga Federal Savings and Loan Association, Inc., and recorded in the Office for the Recorder of Deeds in the County of Delaware in Mortgage Book No. 1630, page 619 to 620.

(s) Arthur P. Weatherick

RECEIVED A TRUE AND CORRECT COPY OF THE RECORD
ARTHUR P. WEATHERICK (SEAL)
RECORDER OF DEEDS

Very poor original

69

Aug 20 1953 PM 52

Company BY: - *Ash + De Jod*

M-2451

BE IT KNOWN THAT FOR AND IN CONSIDERATION OF THE PAYMENT BY PHILADELPHIA ELECTRIC COMPANY OF THE SUM OF ONE DOLLAR (\$1.00), THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED HEREBY GRANTS TO PHILADELPHIA ELECTRIC COMPANY ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO ERECT, INSTALL, OPERATE, MAINTAIN, RENEW, ADD TO, RELOCATE AND REMOVE SUCH FACILITIES, INCLUDING POLES, CROSS ARMS, WIRES, CABLES, CONDUITS, MANHOLES, GAS MAINS, GAS SERVICE PIPES AND APPURTENANCES, AS SHALL BE NECESSARY FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND GAS WITHIN THE LEGAL RIGHT OF WAY LIMITS OF A PUBLIC HIGHWAY KNOWN AS COUNTY LINE ROAD ON THE SOUTHWEST SIDE THEREOF, AS NOW EXISTING OR AS MAY BE HEREAFTER ESTABLISHED, ABUTTING PREMISES OF THE UNDERSIGNED LOCATED AT A POINT 100 FEET SOUTHEAST OF SPRING MILL ROAD AND EXTENDING SOUTHEAST FOR A DISTANCE OF 100 FEET BOUNDED ON THE NORTHWEST BY SPRING MILL ROAD AND ON THE SOUTHEAST BY OTHER LANDS OF THE UNDERSIGNED, IN THE TOWNSHIP OF RADNOR, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID FACILITIES AND THE RIGHT TO TRIM AND KEEP TRIMMED, IN A WORKMANLIKE MANNER, ALL TREES AND BRANCHES OF TREES, TO THE EXTENT DEEMED NECESSARY BY THE COMPANY TO PROVIDE SUFFICIENT CLEARANCE FOR THE PROTECTION OF THE AFORESAID FACILITIES.

EXECUTED THIS 23RD DAY OF MAY A.D. 1952.

THE AUGUSTINIAN COLLEGE OF VILLANOVA (SEAL)
BY FRANCIS X. N. MC GUIRE
PRESIDENT

ATTEST: JOSEPH C. BARTLEY
SECRETARY

TRIP TRAD 252, 222 Am

1530/485

*35-111-100
30 P. 6/16/53*

512

within instrument, and acknowledged that executed the same for the purposes therein mentioned.

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

"I hereby certify that the true, full and complete value of this transaction is \$1.00
A. E. McLaughlin, Agent "

Christine C. Smith (SEAL)
Notary Public
Ridley Twp. Pa.
My commission expires Jan. 15, 1955

.....
; Penna State ;
; \$.01
; Stamps
.....

Recorded Nov 18 9.50AM '52

Livvill,.....Recorder

Written by R. Scherer

Comp. by *Cash & Co*

M 2622

The undersigned, owner of premises situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described in Deed dated December 30, 1948, and recorded in the office for the Recording of Deeds of the county aforesaid, in Deed Book No. R-2, page 66, &c., for and in consideration of the sum of One Dollar (\$1.00) paid by PHILADELPHIA ELECTRIC COMPANY to the undersigned, the receipt whereof is hereby acknowledged, hereby grants to the said PHILADELPHIA ELECTRIC COMPANY, its successors and assigns, with respect to so much of said premises as lies within a ten (10) feet wide right of way described as follows:

BEGINNING at a point in the middle line of Lancaster Pike at a corner common to land of Villanova College and land formerly of Lillie I. W. Baker, thence extending by the last mentioned land, South 66° 19 minutes West, 724.93 feet to a point on the Northeastly right of way line of the Philadelphia and Western Railway Right of Way; thence extending along the said Railway right of way line the two following courses and distances: (1) North 28° 15 minutes West 723.87 feet to a point and (2) on a line curving to the left in a general Northwestly direction a radius of 1191 feet an arc distance of 858.16 feet to a point; thence further by land of the Philadelphia and Western Railway Company North 19° 59 minutes East 10.16 feet to a point; thence extending through land of Villanova College parallel with and 10 feet distant Northeastwardly from and parallel to the said Northeastly right of way line of the Philadelphia and Western Railway Company the two following courses and distances: (1) on a line curving to the right in a general Southeastly direction on a radius of 1201 feet, an arc distance of 663.48 feet to a point and (2) South 28° 15 minutes East 720.57 feet to a point; thence continuing through said land of Villanova College and parallel with and 10 feet distant Northwestly from line of land formerly of Lillie I. W. Baker North 83° 19 minutes East 711.52 feet to a point in the aforementioned middle line of Lancaster Pike; thence extending along same, South 42° 11 minutes East 10.54 feet to the first mentioned point and place of beginning.

the full, free and uninterrupted right, liberty and privilege to erect, construct, install, use, operate, patrol, inspect, maintain, repair, renew, add to, relocate and remove facilities including poles, cross arms, wires, cables, anchor guys and other equipment and appurtenances, necessary for transmitting and distributing electricity along, on, over, under and across the said strip;

TOGETHER with the right, as often as necessary, to cut down and remove from said strip, any trees, brush, buildings or other things, and to cut, trim and keep trimmed any trees on the premises adjoining said strip likely to interfere with the safe operation of the said facilities, also the right of ingress and egress to, from and over the said strip;

1570/512

The said Electric Company, its successors and assigns shall indemnify and save harmless the undersigned owner from any and all claims for injury to persons or damages to property resulting from the construction, maintenance, operation or removal of the aforesaid poles, cross arms, wires, cables anchor guys and other equipment and appurtenances upon and within the aforesaid described strip of land. x

EXECUTED this Third day of October 1952.

THE AUGUSTINIAN COLLEGE OF VILLANOVA OF THE STATE OF PENNSYLVANIA (SEAL) Francis X. N. McGuire President

Attest: Joseph C. Bartley Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF DELAWARE

On this, the Third day of October, 1952, before me, Mary Gamble the undersigned Officer, personally appeared Francis X. N. McGuire who acknowledged himself to be the President of Villanova College a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein mentioned, by signing the name of the corporation by himself as President.

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

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

Mary Gamble (SEAL) Notary Public Comm. exp. 1/7/55

P. W. Kennedy, Agent

..... : Penna State : \$.01 : Stamp :

Recorded Nov 19 9.52AM '52 Written by R. Scherer

Linville.....Recorder Comp. by Ash + De Voe

D 4056

RIGHT OF WAY GRANT

BE IT KNOWN that for and in consideration of the payment of PHILADELPHIA ELECTRIC COMPANY of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the undersigned hereby grant(s) to Philadelphia Electric Company, its successors and assigns, the right to erect, install, operate, maintain, renew, add to, relocate, and remove such facilities, including poles, cross arms, wires, cables, conduits, manholes, gas mains, gas service pipes, and appurtenances, as shall be necessary for the transmission and distribution of electricity and gas within the legal right of way limits of a public highway known as WALTER (McCall) STREET on the Northwest side thereof, as now existing or as may be hereafter established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances over-hanging the said premises adjacent thereto) located at a point 129 feet northeast of Randall (Ridley) Avenue and extending northeast for a distance of 132 feet, bounded on the northeast by Fairview Avenue and on the southwest by lands now or late of Elizabeth Florito in the Township of RIDLEY, County of Delaware, Commonwealth of Pennsylvania, with right of ingress and egress to and from said facilities and right to trim and keep trimmed, in a workmanlike manner, all trees and branches of trees, to the extent deemed necessary by the Company to provide sufficient clearance for the protection of the aforesaid facilities. The company is further granted the right to locate said poles outside the limits of

Commissioner of Public Safety
Harrisburg, Pa.
January 29, 1935

January 29, 1935

Penna State
3.01
Stamps

Linville.....Recorder
Comp. by [unclear] + De Voe

Poor
Original

M 2420

69

Jan 15 9:11AM '35
[unclear]

...and signed, owner of premises situate in the Township of Radnor, County of
Delaware, Commonwealth of Pennsylvania, described in Deed dated December 30, 1848, and
...in the Office for the Recording of Deeds of the County aforesaid in Deed Book
...and in consideration of the sum of TWENTY THREE HUNDRED DOLLARS
(2300.00) paid by PHILADELPHIA ELECTRIC COMPANY to the undersigned, the receipt whereof
is hereby acknowledged her by grants to the said PHILADELPHIA ELECTRIC COMPANY, its
successors and assigns, with respect to so much of said premises as lies within a 25-foot
right of way described as follows:

BEGINNING at a point on the southwesterly right of way line of the Philadelphia
and Western Railway in line of land now or late of Millie E. W. Baker; thence extend-
ing along said line of land South 93° 43 minutes West 25.12 feet to a point; thence,
traversing through land of Villanova College the two following courses and distances;
first with and 25 feet distant Southwesterly from the said southwesterly right
of way line of the Philadelphia and Western Railway; (1) North 29° 12 minutes West,
1019 feet to a point and (2) on a line curving to the left in a general Northwesterly
direction with a radius of 1073.28 feet, an arc distance of 806.5 feet to line
of land of the said Railway Company; thence extending along said land South 93° 19
minutes East 93.0 feet to a point on the said southwesterly right of way line of the
Philadelphia and Western Railway Company; thence extending along said right of way
line the two following courses and distances; (1) on a line curving to the right in
a general Southeasterly direction with a radius of 1101.28 feet, a distance of 748.3
feet, more or less, to a point; and (2) South 29° 12 minutes East 721.8 feet to the
last mentioned point and place of beginning.

to have, free and uninterrupted right, liberty and privilege to erect, construct,
install, use, operate, patrol, inspect, maintain, repair, renew, add to, relocate and
remove facilities including towers, poles, cross arms, wires, cables, anchor guys and
other equipment and appurtenances, necessary for transmitting and distributing electricity
along, on, over, under and across the said strip;

1570/61

... the said Electric Company, its successors and assigns shall indemnify and save harmless the undersigned owner from any and all claims for injury to persons or damages to property resulting from the construction, maintenance, operation or removal of the aforesaid poles, cross arms, wires, cables, anchor guys and other equipment and appurtenances upon and within the aforesaid described strip of land.

Foot Original

EXECUTED this 11st day of October 1952.

THE AUGUSTINIAN COLLEGE OF VILLANOVA OF THE STATE OF PENNSYLVANIA

(SEAL)

Attest Joseph C. Bartley Secretary

By Francis X. N. McGuire President

I hereby certify that the true, full and complete value of this transaction is \$2300.00 T. Lindsay Agent.

COMMONWEALTH OF PENNSYLVANIA COUNTY OF DELAWARE

On this, the 18th day of December 1952, before me, Mary Gamble the undersigned officer, personally appeared Francis X. N. McGuire who acknowledged himself to be the President of Augustinian College of Villanova of State of Penna. a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Mary Gamble (SEAL)

Notary Public

Comm. expires 1/7/55

Linville.....Recorder

Comp. by Ash & De Voe

Recorded Jan 15 9:44AM '53

Written by R. Scherer

M2678

The undersigned, owner of premises situate in the Township of RADNOR, County of DELAWARE, Commonwealth of PENNSYLVANIA, described in Deed dated January 14, 1914, and recorded in the Office for the Recording of Deeds of the County aforesaid, in Deed Book No. 376, page 588, &c., for and in consideration of the sum of Two Hundred Dollars (\$200.00) paid by PHILADELPHIA ELECTRIC COMPANY to the undersigned, the receipt whereof I hereby acknowledged, her by grants to the said PHILADELPHIA ELECTRIC COMPANY, its successors and assigns, with respect to so much of said premises as lies within the following described parcel of ground;

BEGINNING at a point on the Southeastly right of way line of the P. & W. Railroad 201 feet more or less Northwest from a corner of land of the undersigned near the Easterly side of Conestoga Road; thence, extending through land of the undersigned, North 29° 42' West 547.67 feet to a point on the said Southeastly right of way line of the P & W Railroad; thence, extending along said right of way line the two following courses and distances: first, South 31° 08' East 399.84 feet and, second, South 25° 50' East 148.29 feet to the first mentioned point and place of beginning.

the full, free and uninterrupted right, liberty and privilege to erect, install, use, operate, patrol, inspect, maintain, repair, renew, add to, relocate and remove cross arms, wires, cables, and appurtenances, necessary for transmitting and distributing electricity along on, over, under and across the said parcel of ground;

376/50
1953

1867/

610

SUBSTITUTED TRUSTEES, UNDER DEED OF TRUST DATED DECEMBER 31, 1918, RECORDED IN OFFICE FOR THE RECORDING OF DEEDS IN CITY AND COUNTY OF PHILADELPHIA, IN DEED BOOK J.M.H. 381, PAGE 439, GIVEN AND EXECUTED BY CHARLES C. HARRISON AND ELLEN WALK HARRISON, HIS WIFE.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ON THIS THE 10TH DAY OF JUNE 1957, BEFORE ME, HELEN C. BOONE THE UNDERSIGNED OFFICER, PERSONALLY APPEARED CHARLES C. HARRISON, 3RD, ROBERTS HARRISON & AUGUSTA H. NIGHTINGALE, SUBSTITUTED TRUSTEES AS AFORESAID KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

I HEREBY CERTIFY THAT THE TRUE, FULL AND COMPLETE VALUE OF THIS TRANSACTION IS \$1.00.
A.E. MC LAUGHLIN-AGENT

HELEN C. BOONE, (SEAL)
NOTARY PUBLIC
PHILA, PHILA, PA.
MY COMMISSION EXPIRES JANUARY 7, 1961

.....
: COMM. PENNA. :
: \$.01 :
: STAMPS :
:.....

RECORDED JULY 19 9:51 AM 57
WRITTEN BY M. CARACCHI

PAPPANO.....RECORDER
COMP. BY:- *Fuchs + Roney*

M-4017

IN CONSIDERATION OF THE PAYMENT OF ONE DOLLAR (\$1.00) THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED GRANT(S) UNTO PHILADELPHIA ELECTRIC COMPANY ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO ERECT, CONSTRUCT, INSTALL, USE, INSPECT, MAINTAIN, REPAIR, RENEW AND REMOVE AN ANCHOR GUY WITH GUY WIRES AND APPURTENANCES IN AND UPON THE PREMISES OF THE UNDERSIGNED, SITUATE ON THE NORTHEAST SIDE OF LANCASTER PIKE AT A POINT APPROXIMATELY 78 FEET SOUTHEAST OF THE NORTHWEST PROPERTY LINE AND EXTENDING NORTHEAST FOR A DISTANCE OF 10 FEET, IN THE TOWNSHIP OF RADNOR COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO INSPECT, RENEW, REPAIR AND REMOVE THE AFORESAID FACILITIES EXECUTED THIS 22ND DAY OF MAY A.D. 1957.

VILLANOVA UNIVERSITY (SEAL)
BY JAMES A. DONNELLON D.S.A. - PRESIDENT
ATTEST: JOSEPH A. BARTLEY - SECRETARY

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

ON THIS THE 22ND DAY OF MAY 1957 BEFORE ME MARY GAMBLE THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JOSEPH A. BARTLEY, SECRETARY KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE PERSON(S) WHOSE NAME SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT EXECUTED THE SAME FOR THE PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MRS. MARY GAMBLE (SEAL)
NOTARY PUBLIC
RADNOR TWP. DELAWARE CO.
MY COMMISSION EXPIRES MARCH 8, 1959

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

ON THIS, THE 22ND DAY OF MAY 1957, BEFORE ME, MARY GAMBLE THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JAMES A. DONNELLON DSA WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF VILLANOVA UNIVERSITY, A CORPORATION, AND THAT HE AS SUCH PRESIDENT, BEING AUTHORIZED TO DO SO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS PRESIDENT.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

I HEREBY CERTIFY THAT THE TRUE, FULL AND COMPLETE VALUE OF THIS TRANSACTION IS \$1.00.
A.E. MC LAUGHLIN-AGENT

MRS. MARY GAMBLE (SEAL)
NOTARY PUBLIC RADNOR TWP. DELAWARE CO
MY COMMISSION EXPIRES MARCH 8, 1959

.....
: COMM. PENNA. :
: \$.01 :
: STAMPS :
:.....

RECORDED JULY 19 9:51 AM 57
WRITTEN BY M. CARACCHI

PAPPANO.....RECORDER
COMP. BY:- *Fuchs + Roney*

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JUL 22 1957

2336

M 661

The undersigned owner of premises situate on the south side of South Ithan Avenue, in the Township of RANOC, County of DELAWARE, Commonwealth of PENNSYLVANIA, as described in a Deed dated December 30, 1948, and recorded in Deed Book No. B-2, page 60 Ac., for and in consideration of the sum of One Dollar (\$1.00) paid by PHILADELPHIA ELECTRIC COMPANY to the undersigned, the receipt whereof is hereby acknowledged, hereby grants to the said Philadelphia Electric Company, its successors and assigns, the uninterrupted right, liberty and privilege to install, maintain, repair, renew, inspect, relocate and remove a manhole outside the legal right of way limits of South Ithan Avenue on the south side thereof, said manhole to have the dimensions of 4 feet by 4 feet by 8 feet deep, the center of which is to be approximately 24 feet south of the center line of South Ithan Avenue and 170 feet to the center line of Aldwyn Lane; also the right to install, operate, maintain, repair, renew, inspect, add to, relocate and remove such facilities including transformers, cables and appurtenances therein, together with the right to install, operate, maintain, repair, renew, inspect, add to, relocate and remove such facilities including underground conduit, cables and appurtenances in, along, under and across said premises generally along the following described route beginning at the north side of said manhole and extending in a northwardly direction for a distance of approximately 7 feet to a point on the south side of South Ithan Avenue, as shall be necessary for the transmission and distribution of electricity, as well as the right of ingress and egress for the purposes aforesaid.

0416332

EXECUTED this 25 day of MARCH A.D. 1969

THE AUGUSTINIAN COLLEGE OF VILLANOV
NOW VILLANOVIA UNIVERSITY

ATTEST: Charlotte A. Anton Secretary BY: Robert J. Keane President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

On this, the 25th day of March, 1969, before me,
William J. [Signature], the undersigned officer, personally
 appeared Robert J. Keane
 who acknowledged himself to be the President of THE AUGUSTINIAN
 COLLEGE OF VILLANOVIA NOW VILLANOVIA UNIVERSITY, a corporation,
 and that he as such President, being authorized to do so executed
 the foregoing instrument, for the purposes therein contained by
 signing the name of the corporation by himself as President.

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



William J. [Signature]
Notary Public
My Commission Expires

Notary Public
My Commission Expires



existing drive at the Southwest face of existing curbing adjacent to chapel; said point being at the distance of Three hundred seventy seven and three one-hundredths feet measured North fifty one degrees, forty five minutes, fifty five seconds East, along a physical tie line from a point marking its intersection with the middle line of Lancaster Avenue (L.R. 143), said point being at the further distance of One thousand three hundred seven and seventy eight one-hundredths feet measured South seventy degrees, forty two minutes East, along said middle line from a point marking its intersection with the centerline of Spring Mill Road; thence from said beginning point along the bed of existing drive, the two following courses and distances: (1) North thirty degrees, forty one minutes, thirty five seconds West, Seventy seven and sixty seven one-hundredths feet to a point on the Southwest face of curbing for island at access drive; (2) still along bed of said drive, North forty eight degrees, five minutes, five seconds West, Seventy feet and forty three one-hundredths of a foot to a point on the face of curbing along the Northwest side of said existing drive; thence along said face of curbing the three following courses and distances: (1) North fifty seven degrees, thirteen minutes, twenty seconds West, Twenty five and one one-hundredths feet to a point; (2) North fifty eight degrees, thirty one minutes, sixteen seconds West, Seventy five and two one-hundredths feet to a point; (3) on the arc of a circle curving to the right, having a radius of Seven hundred forty two and fifteen one-hundredths feet, the arc distance of Sixty seven and twenty two one-hundredths feet, the chord of said curved line having a bearing of North fifty six degrees, twenty minutes, twenty seconds West, Sixty seven and twenty two one-hundredths feet to a point; thence leaving drive and along the Southeast face of brick curbing for concrete walk, North twenty degrees, fifty three minutes, fifty six seconds East, One hundred three and sixty one-hundredths feet to a point on the Southwest face of an enclosed passage way wall; thence partly along same, and crossing an adjacent passage way South sixty nine degrees, six minutes, four seconds East, Twenty six and sixty five one-hundredths feet to a point on the Northwest face of monastery wall; thence along same, North twenty degrees, fifty three minutes, fifty six seconds East, Sixteen and eighty one-hundredths feet to a point on the Southwest face of monastery wall, being the Northeast side of enclosed passage way; thence along said wall, North sixty nine degrees, six minutes, four seconds West, Fifty six and thirty five one-hundredths feet to a point on the original Southeast face of Tolentine Hall; thence along same and partly within monastery the three following courses and distances: (1) North twenty degrees, fifty three minutes, fifty six seconds East, Thirteen and ninety eight one-hundredths feet to a point; (2) North sixty nine degrees, six minutes, four

Rights, privileges, exceptions, and restrictions

Deed Book 2764 page 160

hundredths feet to a point; (2) South twenty degrees, forty five minutes, forty six seconds West, One hundred twelve and eighty six one-hundredths feet to the place of beginning.

BEING part of the same premises which The Brothers of the Order of Hermits of St. Augustine by Indenture bearing date the 30th day of December AD, 1848 and recorded at Media in the office for the Recording of Deeds, in and for the County of Delaware on 13th day of August 1853 AD, in Deed Book No. B-2 page 60 etc., deeded unto The Augustinian College of Villanova in the State of Pennsylvania.

AND by Amendment to its charter, approved by the Court of Common Pleas of Delaware County, Pennsylvania on 11th day of August AD, 1954 as of No. 2332 of June Term 1953 and further amended by Decree dated 9/20/1968 and recorded 9/24/1968 in Charter Book No. 2 page 163, the name of said Corporation was changed to Villanova University in the State of Pennsylvania.

TOGETHER with all and singular, the building and improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof; AND also, all the estate, right, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the Grantor, of, in or to the above-described premises, and every part and parcel thereof, with the appurtenances;

TOGETHER WITH the non-exclusive right and privilege to use the existing driveways and pathways over the remaining land of the present university campus now in Grantor's possession for the purpose of vehicular and pedestrian passage to and from the premises herein remised and such public roads as now surround

said remaining land of Grantor; provided, however, that Grantor shall have the right at its sole discretion to close, alter or relocate such driveways and pathways in any manner or for any reason as it may elect, as long as Grantor provides at Grantor's expense, reasonably adequate substitute or alternative access, for vehicular and pedestrian travel to and from the premises herein remised and a public road;

AND TOGETHER WITH the non-exclusive right and privilege to use for their respective purposes such existing electric, gas, water, telephone and sewer pipes and lines belonging to the Grantor and traversing the remaining land of the present university campus now in Grantor's possession as may now service the premises herein remised and connect to the pipes and lines belonging to the service companies or entities supplying such utilities; provided, however, that Grantor shall have the right at its sole discretion to terminate, alter or relocate such pipes or lines in any manner or for any reason as it may elect, as long as Grantor provides, at Grantor's expense, reasonably adequate substitute or alternative locations for the running of such lines and pipes as are at any time necessary to service the premises herein remised in a reasonably adequate manner.

EXCEPTING AND RESERVING unto Grantor, its successors and assigns the non-exclusive right and privilege to use the existing driveways and pathways over and across the premises

herein remised for the purpose of vehicular and pedestrian passage; provided, however, that Grantee shall have the right at its sole discretion to close, alter or relocate such driveways and pathways in any manner or for any reason as it may elect;

AND FURTHER EXCEPTING AND RESERVING unto Grantor, its successors and assigns the non-exclusive right and privilege to use for their respective purposes such existing electric, gas, water, telephone and sewer pipes and lines belonging to the Grantor and traversing the premises herein remised as may presently service the remaining land of the present university campus now in Grantor's possession and connect to the pipes and lines belonging to the service companies or entities supplying such utilities; provided, however, that Grantee shall have the right at its sole discretion to close, alter or relocate such pipes or lines in any manner or for any reason as it may elect, as long as Grantee provides, at Grantee's expense, reasonably adequate substitute or alternative locations for the running of such pipes and lines as are at any time necessary to service the premises herein remised in a reasonably adequate manner.

AND FURTHER EXCEPTING AND RESERVING unto Grantor, its successors and assigns, a right of first refusal in order to enable Grantor to ensure the continued use of the premises herein remised in a manner which it deems consistent with the

use of the remaining land for educational purposes. In the event that Grantee shall propose to convey the remised premises to any third party, whether by contract or by operation of law, Grantee shall notify Grantor by certified mail of the terms and conditions of the proposed conveyance. Grantor shall thereafter have the prior right to elect to require the conveyance of said premises to it either upon the same terms and conditions as in the proposed conveyance, or, if Grantor contends that the consideration for the proposed conveyance is in excess of the fair market value for such a conveyance, in fee simple at the then fair market value. The then fair market value shall be determined to be the average of the value given in an appraisal performed by a qualified M.A.I. appraiser selected by Grantor and the value given in an appraisal performed by a qualified M.A.I. appraiser selected by Grantee. Grantor shall exercise such prior right of first refusal at any time within sixty days after the mailing of the aforesaid notice from Grantee by delivering to the address which Grantee shall provide in the aforesaid notice written evidence of its intent to exercise the right of first refusal and its election to either accept a conveyance on the same terms and conditions as the proposed conveyance or to require conveyance in fee simple in conjunction with the determination of the then fair market value as aforesaid. If Grantor elects to require a conveyance at the then fair market value, it shall be bound by such election

and shall pay such amount as shall be determined by the appraisals.

TO HAVE AND TO HOLD all and singular the above-mentioned and described premises, together with the appurtenances, unto the Grantee, its successors and assigns forever, under and subject and excepting and reserving as aforesaid.

IN WITNESS WHEREOF, the Grantor has hereunto set its seal the day and year first above written.

VILLANOVA UNIVERSITY IN THE STATE
OF PENNSYLVANIA



By: John W. Sincell, etc.
President

Attest: [Signature]
VICE PRESIDENT OF FINANCE.

MEMORANDUM OF LEASE

M/E 12.50
C
003639

THIS INSTRUMENT is a memorandum of the Lease dated as of August 1, 1982, by and between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania whose address is Villanova, Pennsylvania 19085, as LESSOR, and DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in said Lease and the date thereof are all as set forth above.

2. The description of the demised premises set forth in said Lease consists of:

(a) description of the tract of land as set forth in Exhibit A attached hereto (and attached as Exhibit A to said Lease), and

(b) additional property as set forth in paragraph 1 on page 3 of said Lease as follows: all buildings, equipment, fixtures, supplies and facilities now or hereafter erected or contained thereon, and all rights, powers, licenses, easements, rights-of-way, privileges, franchises, and any and all other interests in property, real, personal or mixed, now owned or hereafter acquired by the Lessor and appurtenant

to or used in connection therewith and in which the Lessee has acquired a leasehold interest by supplement to said Lease.

3. The term of the Lease commences on the date of delivery hereof and ends August 1, 2002, unless extended or sooner terminated, upon the terms and conditions set forth therein.

4. The Lessee has the right during the term of the Lease to sublease the demised premises to the Lessor, or, in the event of a default under any such sublease, to any other person.

5. The Lessor may terminate the Lease by paying to the Lessee all principal, interest and premium (if any) and costs of redemption or prepayment, required in order to pay, prepay, or redeem and thereby retire or cancel all Notes and Bonds of the Lessee issued under a Trust Indenture (Indenture) dated as of August 1, 1982, between Lessee and Continental Bank, as Trustee, or provisions therefor complying with the requirements of the Indenture have been made, and upon delivery by the Trustee to the Lessee instruments required to satisfy the lien of the Indenture.

6. The Lessee has a right of extension or renewal as follows: the term of the Lease shall be automatically extended for such time as may be necessary to accomplish any of the following purposes, plus thirty (30) days:

(a) to enable the Lessee to increase or extend the term of any sublease of the demised premises;

(b) to enable the Lessee to comply with any covenant, condition, term or provision of a, sublease of the demised premises, including without intending to limit the generality of the foregoing any sublease between the Lessor and the Lessee;

(c) to enable the Lessee to comply with any covenant, condition, term or provision of the Indenture or to exercise any of the remedies provided to the Lessee in the Indenture or any sublease; or

(d) to enable the Lessee to receive sufficient net revenues from the demised premises to pay, at or after maturity or at such other time as the Lessee deems appropriate, the principal of, and interest on, the Notes and Bonds at any time outstanding under the Indenture as amended or supplemented and all sums payable by the Lessee under the Indenture, provided the Lessor has not defaulted on its obligations under any sublease of the demised premises.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Lease to be duly executed under seal this 31st day of August, 1982.

Attest:

William J. Krupa
Secretary

[SEAL]

Attest:

J. W. Gullbay
Secretary

[SEAL]

VILLANOVA UNIVERSITY IN THE
STATE OF PENNSYLVANIA

By Gary B. Finner
(Vice) President

DELAWARE COUNTY AUTHORITY

By Wade Wilson
Chairman

EXHIBIT A
Attached to Memorandum of Lease

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:-

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the

center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows; to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 566.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.26 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 56 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, t wit:-

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East; 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 13.887 Acres, more or less.

On this, the 3rd day of August, 1982, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Raymond J. DeMauro who acknowledged himself to be the (Vice) President of the Board of Trustees of Villanova University in the State of Pennsylvania, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Lease for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

(SEAL)

Luetta Oehl
Notary Public

My Commission Expires:
August 17, 1986
LUETTA Oehl
Notary Public for Phila. Co.
My Commission Expires Aug. 17, 1986

On this, the 3rd day of August, 1982, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared John J. DeMauro who acknowledged himself to be the Chairman of Delaware County Authority, a municipal corporation, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Lease for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

(SEAL)

Luetta Oehl
Notary Public

My Commission Expires:
August 17, 1986

MEMORANDUM OF UNDERSTANDING

003349

THIS INSTRUMENT is a memorandum of the Sublease dated as of August 1, 1982 by and between DELAWARE COUNTY AUTHORITY, a body corporate and political organization existing under the provisions of the Pennsylvania Municipality Authorities Act of 1945, Act of May 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSOR, and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania whose address is Villanova, Pennsylvania 19085, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in said Sublease and the date thereof are all as set forth above.

2. The description of the demised premises set forth in said Sublease consists of:

(a) description of the tract of land as set forth in Exhibit A attached hereto (and attached as Exhibit A to said Sublease), and

(b) additional property as set forth in the description of the "Leased Premises" on page 10 of said Sublease as follows: all buildings, equipment, fixtures, supplies and facilities now or hereafter erected or contained thereon, and all rights, powers, easements, licenses,

rights-of-way, privileges, franchises and any and all other interests in property, real, personal or mixed, now owned or hereafter acquired by the Lessee and appurtenant to or used in connection therewith and in which the Lessor has acquired a leasehold interest under a certain Lease dated August 1, 1982 or any supplement thereto.

3. The term of the Sublease commences on the date of delivery hereof and ends August 1, 2002, unless extended or sooner terminated, upon the terms and conditions set forth therein.

4. The Sublease shall be terminated when interest on, and principal or the redemption price (as the case may be) of, all Notes and Bonds of the Lessor issued under a Trust Indenture (Indenture) dated as of August 1, 1982 between Lessor and Continental Bank, as Trustee, for which the rentals due thereunder have been pledged, have been paid, or there shall have been deposited with the Trustee an amount evidenced by moneys, Government Obligations (as defined in the Indenture) or certificates of deposit issued by the Trustee or any bank or trust company (the deposits of which are insured by the Federal Deposit Insurance Corporation), such certificates to be fully secured by Government Obligations, and the principal of, and interest on, such securities, when due, will provide sufficient moneys to fully pay all Notes and Bonds of the Lessor issued under the Indenture, as well as all

other sums payable under the Indenture to the Lessor and have otherwise complied with the provisions of the Indenture.

5. An amendment or supplement to the Sublease may be executed by Lessor and Lessee, if the Indenture shall so require, upon the issuance by the Lessor of additional Notes and Bonds, which additional Notes and Bonds may be issued from time to time, for purposes and in the manner provided in the Indenture.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Sublease to be duly executed under seal this 31st day of August, 1982.

Attest:

DELAWARE COUNTY AUTHORITY


W. G. Gullbox
Secretary

By W. W. Wilson
Chairman

[SEAL]

Attest:

VILLANOVA UNIVERSITY IN THE
STATE OF PENNSYLVANIA

William J. Krupa, III
Secretary

By Larry B. Finney
(Vice) President

[SEAL]

EXHIBIT A

Attached to Memorandum of Sublease

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:-

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the

center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:-

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

COMMONWEALTH OF PENNSYLVANIA :

33

COUNTY OF Philadelphia :

On this, the 3rd day of August, 1981, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Walter A. Wilson who acknowledged himself to be the Chairman of Delaware County Authority, a municipal corporation, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Sublease for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

[SEAL]

Loretta O'Neil
Notary Public

My Commission Expires:
August 17, 1982

LORETTA O'NEIL
Notary Public, Phila. Phila. Co.
My Commission Expires Aug. 17, 1982

COMMONWEALTH OF PENNSYLVANIA :

35

COUNTY OF Philadelphia :

On this, the 3rd day of August, 1981, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared John J. Brennan who acknowledged himself to be the Vice President of the Board of Trustees of Villanova University in the State of Pennsylvania, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Sublease for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

[SEAL]

Loretta O'Neil
Notary Public

My Commission Expires:
August 17, 1982

POOR ORIGINAL

ASSIGNMENT

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KNOW ALL MEN BY THESE PRESENTS that DELAWARE COUNTY AUTHORITY (the "Authority"), pursuant to a Resolution of its Board heretofore duly adopted, does hereby sell, assign, transfer, and set over to Continental Bank, having its principal corporate trust office in Norristown, PA, as Trustee under the Trust Indenture dated as of July 1, 1982 (the "Indenture"), of the Authority, all the right, title and interest of the Authority in and to the Sublease dated as of July 1, 1982 (the "Sublease"), between the Authority and Villanova University in the State of Pennsylvania, as well as all fixed rentals and other payments payable or which may become payable thereunder and all security therefor (except for amounts representing the Annual Administrative Fee and the reimbursement of the Authority's Administrative Expenses as defined in the Sublease), the same to be held in trust and applied by said Trustee as provided in said Indenture; and the Authority does hereby constitute and appoint the said Trustee its true and lawful attorney for it and in its name to collect and receive payment of any and all of said fixed rentals and other payments and to give good and sufficient receipts therefor, hereby ratifying and confirming all that said attorney may do in the premises. Said Trustee may, but, except as otherwise provided in said Indenture, shall not be required to, institute any proceedings or take any action in its name or in the name of the Authority to enforce payment or collection of any or all of such rentals and contributions and payments on accounts of such rentals.

Notwithstanding such assignment and transfer, so long as the Authority shall not be in default under the Indenture:

(a) The Authority shall have the right and duty to give all approvals and consents permitted or required under the Sublease;

(b) The Authority shall have the right to execute supplements and/or amendments to the Sublease to the extent and in the manner permitted by the Indenture;

(c) The Authority shall have the right to execute supplements and/or amendments to the Sublease containing terms not adversely inconsistent with the Sublease or the Indenture; provided, however, that the Sublease, as so

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Philadelphia

On this, the 31st day of August, 1982, before me, the undersigned notary public, personally appeared W. La. Williams, who acknowledged himself to be the (Vice) Chairman of DELAWARE COUNTY AUTHORITY, a body corporate and politic, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Authority by himself as such officer.

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

Loretta Oler
Notary Public

LORETTA OLER
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

{SEAL}

FOOR
ORIG

MEMORANDUM OF RESTATED AND AMENDED LEASE

THIS INSTRUMENT is a memorandum of the Lease dated as of March 1, 1983, by and between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania whose address is Villanova, Pennsylvania 19085, as LESSOR, and DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSEE, restating, amending and continuing the Lease between such Lessor and Lessee dated as of August 1, 1982 and recorded in the Office for Recording Deeds in and for Delaware County, Pa., in Volume No. 35, page 293, et. seq.

RECORDED OF DEEDS
 APR 21 9 42 AM '83

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1. The names and addresses of the Lessor and of the Lessee set forth in said Lease and the date thereof are all as set forth above.

2. The description of the demised premises set forth in said Lease consists of:

(a) description of the tract of land as set forth in Exhibit A attached hereto (and attached as Exhibit A to said Lease), and

(b) additional property as set forth in paragraph 1 on page 3 of said Lease as follows: all buildings, equipment, fixtures, supplies and facilities now or hereafter erected

or contained thereon, and all rights, powers, licenses, easements, rights-of-way, privileges, franchises, and any and all other interests in property, real, personal or mixed, now owned or hereafter acquired by the Lessor and appurtenant to or used in connection therewith and in which the Lessee has acquired a leasehold interest by supplement to said Lease.

3. The term of the Lease commenced on August 1, 1982 and ends September 1, 2002, unless extended or sooner terminated, upon the terms and conditions set forth therein.

4. The Lessee has the right during the term of the Lease to sublease the demised premises to the Lessor, or, in the event of a default under any such sublease, to any other person.

5. The Lessor may terminate the Lease by paying to the Lessee all principal, interest and premium (if any) and cost of redemption or prepayment, required in order to pay, prepay, or redeem and thereby retire or cancel all Notes and Bonds of the Lessee issued under a Trust Indenture (Indenture) dated as of March 1, 1983, between Lessee and Continental Bank, as Trustee, or by making provisions therefor complying with the requirements of the Indenture, and upon delivery by the Trustee to the Lessee instruments required to satisfy the lien of the Indenture.

6. The Lessee has a right of extension or renewal as follows: the term of the Lease shall be automatically extended for such time as may be necessary to accomplish any of the following purposes, plus thirty (30) days:

(a) to enable the Lessee to increase or extend the term of any sublease of the demised premises;

(b) to enable the Lessee to comply with any covenant, condition, term or provision of any sublease of the demised premises, including without intending to limit the generality of the foregoing any sublease between the Lessor and the Lessee;

(c) to enable the Lessee to comply with any covenant, condition, term or provision of the Indenture or to exercise any of the remedies provided to the Lessee in the Indenture or any sublease; or

(d) to enable the Lessee to receive sufficient net revenues from the demised premises to pay, at or after maturity or at such other time as the Lessee deems appropriate, the principal of, and interest on, the Notes and Bonds at any time outstanding under the Indenture as amended or supplemented and all sums payable by the Lessee under the Indenture, provided the Lessor has not defaulted on its obligations under any sublease of the demised premises.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum

of Lease to be duly executed under seal this 21st day of
April, 1983.

Attest:

VILLANOVA UNIVERSITY IN THE
STATE OF PENNSYLVANIA

William A. Raup
(Assistant) Secretary

By *Jay B. Ferris*
(Vice) President

[SEAL]

Attest:

DELAWARE COUNTY AUTHORITY

J. W. Guldway
Secretary

By *Wade Wilson*
Chairman

[SEAL]

EXHIBIT A
Attached to Memorandum of Lease

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the Intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:-

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the

center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:-

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this, the 21st day of April, 1983, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Jay B. Teran who acknowledged himself to be the (Vice) President of the Board of Trustees of Villanova University in the State of Pennsylvania, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Lease for the purposes therein contained by signing the name of the corporation by himself as such officer.

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



Loretta Ohl
Notary Public

My Commission Expires:

LORETTA OHL
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this, the 21st day of April, 1983, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Walter Wilson who acknowledged himself to be the (Vice) Chairman of Delaware County Authority, a municipal corporation, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Lease for the purposes therein contained by signing the name of the corporation by himself as such officer.

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



Loretta Ohl
Notary Public

My Commission Expires:

LORETTA OHL
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

MEMORANDUM OF RESTATED AND AMENDED SUBLEASE

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THIS INSTRUMENT is a memorandum of the Sublease dated as of March 1, 1983 by and between DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSOR, and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania whose address is Villanova, Pennsylvania 19085, as LESSEE, restating, amending and continuing the Sublease between such Lessor and Lessee dated as of August 1, 1982 and recorded in the Office for Recording of Deeds in and for Delaware County, Pa., in Volume No. 35, page 300, et. seq.

1. The names and addresses of the Lessor and of the Lessee set forth in said Sublease and the date thereof are all as set forth above.

2. The description of the demised premises set forth in said Sublease consists of:

(a) description of the tract of land as set forth in Exhibit A attached hereto (and attached as Exhibit A to said Sublease), and

(b) additional property as set forth in the description of the "Leased Premises" on page 11 of said Sublease as follows: all buildings, equipment, fixtures,

supplies and facilities now or hereafter erected or contained thereon, and all rights, powers, easements, licenses, rights-of-way, privileges, franchises and any and all other interests in property, real, personal or mixed, now owned or hereafter acquired by the Lessee and appurtenant to or used in connection therewith and in which the Lessor has acquired a leasehold interest under a certain Lease dated March 1, 1983 or any supplement thereto.

3. The term of the Sublease commenced on August 1, 1982 and ends August 1, 2002, unless extended or sooner terminated, upon the terms and conditions set forth therein.

4. The Sublease shall be terminated when interest on, and principal or the redemption price (as the case may be) of, all Notes and Bonds of the Lessor issued under a Trust Indenture (Indenture) dated as of March 1, 1983 between Lessor and Continental Bank, as Trustee, for which the rentals due thereunder have been pledged, have been paid, or there shall have been deposited with the Trustee an amount evidenced by moneys, Government Obligations (as defined in the Indenture) or certificates of deposit issued by the Trustee or any bank or trust company (the deposits of which are insured by the Federal Deposit Insurance Corporation), such certificates to be fully secured by Government Obligations, and the principal of, and interest on, such securities, when due, will provide sufficient moneys to fully pay all Notes and Bonds of the Lessor issued under the Indenture, as well

as all other sums payable under the Indenture to the Lessor and have otherwise complied with the provisions of the Indenture.

5. An amendment or supplement to the Sublease may be executed by Lessor and Lessee, if the Indenture shall so require, upon the issuance by the Lessor of additional Notes and Bonds, which additional Notes and Bonds may be issued from time to time, for purposes and in the manner provided in the Indenture.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Sublease to be duly executed under seal this 21st day of April, 1983.

Attest:

DELAWARE COUNTY AUTHORITY


[SEAL]
Edward Guldany
Secretary

By Wade Nelson
Chairman

Attest:

VILLANOVA UNIVERSITY IN THE
STATE OF PENNSYLVANIA

William J. Kruse
(Assistant Secretary)

By Ray B. Ferrer
(Vice) President

[SEAL]



EXHIBIT A
Attached to Memorandum of Sublease

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:-

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet; South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:-

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : 88

On this, 21st day of April, 1983, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Wade Wilson who acknowledged himself to be the Chairman of Delaware County Authority, a municipal corporation, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Sublease for the purposes therein contained by signing the name of the corporation by himself as such officer.

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



Loretta Ohl
Notary Public

My Commission Expires:
LORETTA OHL
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : 88

On this, 21st day of April, 1983, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Greg B. Steiner who acknowledged himself to be the (Vice) President of the Board of Trustees of Villanova University in the State of Pennsylvania, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Sublease for the purposes therein contained by signing the name of the corporation by himself as such officer.

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



Loretta Ohl
Notary Public

My Commission Expires:
LORETTA OHL
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

69

M 8174

The undersigned, owner(s) of premises situate on the west side of County Line Road in the Township of Radnor, County of Delaware, Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated December 30, 1818 and recorded in the aforesaid County in Deed Book B 2, page 60 &c. . .

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

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

- (1) The location of said facilities to be installed hereunder shall be shown and delineated on plans prepared by the Company, copies of which will be in the possession of the undersigned and Company having first been approved by them;
- (2) The undersigned agree(s) to keep the area where said facilities are located clear of buildings or any other permanent structure which could, in the opinion of the Company, interfere with the installation, maintenance or use of the said facilities as provided hereunder;
- (3) The undersigned agree(s) that the initial exercise of any of the rights herein granted shall not be construed as limiting Company's rights and privileges hereunder.

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

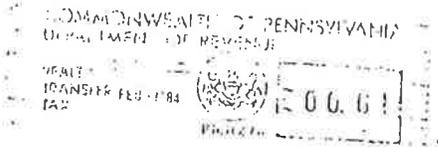
EXECUTED THIS 13th DAY OF December A.D. 1983

THE AUGUSTINIAN COLLEGE OF VILLANOVA

ATTEST:

Ken Williams, J. Kays, etc
Secretary

BY: *Rev. John M. Spiciale*
President



4318

UNDERGROUND GRANT
Form 2883 FCUIF v. 12/781

Received of The Bell Telephone Company of Pennsylvania, the sum of one Dollar(s) (\$ 1.00), in consideration of which the undersigned hereby grants unto the said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, and to supplement, operate and maintain communication lines (including distribution laterals connected to said lines) consisting of but not limited to such conduits, manholes, cables, wires, loading coil cases, pedestals, terminals, and other appurtenances as the grantee may from time to time require, on, under, along and across our land, said land being located

Villanova University, Radnor Township

County of Delaware

with the right of access over said land to construct and maintain said underground line and appurtenances thereto by the most reasonable means; and to permit others to use facilities constructed hereunder, with the further right to lease and/or convey any part or all the rights hereunder to an electric light, power or other company for the purpose of the transmission and distribution of electric energy or communication signals.

36-04-02400-10 - 36-04-02400-11 - 36-04-02406-00

IN WITNESS WHEREOF, J have hereunto set h hand(s) and seal(s) this 29 day of Feb at

(Print Office Address)

WITNESS OR ATTEST:

Nancy D. Jones

Villanova University

John M. Driscoll (Seal)
Lendowner

Rev. John M. Driscoll, O.S.A. (Seal)
Lendowner

Lendowner (Seal)

Lendowner (Seal)

Approved:

VOL 66-1 PG 1-192

M 8287

This Indenture, made this 21ST day of MARCH

A. D. 1985, between VILLANOVA UNIVERSITY FORMERLY THE AUGUSTINIAN COLLEGE OF VILLANOVA

a corporation organized and existing under the laws of the

, (hereinafter called the Grantor), of the one part, and PHILADELPHIA ELECTRIC COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee), of the other part:

WHEREAS, the Grantor(s) are the owner(s) of premises situate on the east side of South Ithan Avenue in the Township of Radnor, County of Delaware, Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated April 8, 1911 and recorded in the aforesaid County in Deed Book F 14, page 392 &c.,;

RECORDED
MAR 25 1985
VILLANOVA UNIVERSITY

RECEIVED

MAR 6 1985

V. U. MAINTENANCE

100-28009 REVD 8/83 SHEET 4

VOL 0 2 2 5 PG 0 0 4 4

Now, therefore, this Indenture Witnesseth: That the said Grantor(s) for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money unto *IT* well and truly paid by the Grantee at and before the sealing and delivery of this Indenture, the receipt whereof is hereby acknowledged, do(es) hereby give and grant to the said Grantee, and its successors and assigns, the perpetual right, liberty, privilege and authority to locate, relocate construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises such communication, gas and electric transmission and distribution facilities as from time to time the Grantee, its successors or assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with communication service and gas and electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said grantee, its Successors and Assigns, to provide sufficient clearance for the protection of the aforesaid facilities; together with the right to attach said facilities to the buildings erected or to be erected on said premises.

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

(1) The location of said facilities to be installed and constructed by virtue of this agreement shall be shown and delineated on plans prepared by the Grantee, copies of which will be in the possession of the parties hereto having first been approved by them; which approval shall not be unreasonably withheld.

(2) The final grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor(s) prior to the construction of said facilities;

(3) Grantor(s) agree(s) to establish and stake property lines as needed before said facilities are constructed;

(4) Grantor(s) agree(s) to reimburse the Grantee for any excess cost incurred due to changes deemed feasible in the opinion of Grantee and made in facilities constructed hereunder to accommodate Grantor(s) in accordance with the then effective provisions of its tariff;

(5) Grantor(s) agree(s) to keep the area where underground facilities are located clear of trees, tall shrubs, buildings or any other permanent structure which could, in the opinion of Grantee, interfere with the construction, maintenance or use of the said facilities as provided for under the terms of this agreement;

(6) Grantor(s) agree(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee's rights and privileges hereunder;

128113

M 8287

Right of Way Indenture

From

VILLANOVA UNIVERSITY-FORMERLY
THE AUGUSTINIAN COLLEGE OF
VILLANOVA

To

PHILADELPHIA ELECTRIC COMPANY

Premises: Radnor Township
Delaware County
Penn.

REORDER OF DEEDS
DELAWARE COUNTY

MAR 25 2 13 PM '85

JJM:mdaw

James J. [Signature]



BUILDING CABLE GRANT
Form 2865 (3-74) FCU

Received of **The Bell Telephone Company of Pennsylvania**, the sum of one Dollar(s) (\$ 1.00), in consideration of which the undersigned hereby grants unto said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and remove its entrance, riser, floor and distribution cables with all necessary terminals and other facilities (hereinafter referred to as utility appliances) required to provide telephone service to the various occupants of building known as University and located at Lancaster Avenue, Township of Radnor, County of Delaware Commonwealth of Pennsylvania with the right of access to and from said building to construct and maintain said utility appliances.

The said utility appliances shall be installed in a good and workmanlike manner by and at the expense of the said Telephone Company; but, any subsequent relocation of said utility appliances made necessary because of alterations to or improvements in the building shall be done by the Telephone Company at the expense of the owner of the building.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 24th day of June, A.D. 1985, at Villanova, Pa 19085
(Post Office Address)

(Villanova University

WITNESS OR ATTEST:

[Signature]
[Illegible text]

[Signature]
ASSISTANT TO THE PRESIDENT

Approved:

VOL 0268 PG 0220

(Corporation Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

} ss

On this 25th day of June, A.D. 1985

before me, this subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared George F. Burnell, O.S.A.

_____, who acknowledged himself (~~herself~~) to be
Assistant to the President of Villanova University, a corporation,
TITLE NAME OF CORPORATION

and that he (~~she~~) as such Assistant to the President being authorized to do so, executed the foregoing instrument
TITLE

for the purpose therein contained by signing the name of the corporation by myself as Assistant to the President
TITLE

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

Virginia M. [Signature]
NOTARY PUBLIC
[Seal]

(Individual Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

} ss

On this 25th day of June, A.D. 1985

before me, this subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared the above-named _____

George F. Burnell, O.S.A.

and in due form of law acknowledged the foregoing instrument for the purpose therein contained to be his (~~her~~) act and deed, and desired
the same might be recorded as such.

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

Virginia M. [Signature]
NOTARY PUBLIC
[Seal]

VOL 0268 PG 0221

156755

13.52
.01
1351

Judgment

RIGHT OF WAY

From

VILLANOVA UNIVERSITY

To

**THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA**

MR. HARRY E. WISNER
Valley Forge Executive Mail
Building 8, Suite 401
Wayne, Pa. 19087

Premises: Lancaster Avenue
Township of Radnor
County of Delaware

RECORDER OF DEEDS
DELAWARE COUNTY PA

SEP 11 2 23 PM '95

James J. Hall



VOL 0268 PG 0222

C-802-926-HUR

C&J

→

nr 19.50
nr

RECORDER OF DEEDS
DELAWARE CO PA.

Oct 23 1 22 PM '85

MEMORANDUM OF RESTATED, AMENDED AND CONTINUED LEASE

164607

THIS INSTRUMENT is a memorandum of the Lease dated as of September 15, 1985, by and between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania whose address is Villanova, Pennsylvania 19085, as LESSOR, and DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSEE, restating, amending and continuing the Lease between such Lessor and Lessee dated as of March 1, 1983 and recorded in the Office for Recording Deeds in and for Delaware County, Pa., in Volume 72, page 2287, et. seq., which Lease amended, restated and continued the Lease between the Lessor and Lessee dated as of August 1, 1982 and recorded in the office for Recording of Deeds in and for Delaware County, Pa., in Volume 35, Page 293, et. seq.

1. The names and addresses of the Lessor and of the Lessee set forth in said Lease and the date thereof are all as set forth above.

2. The description of the demised premises set forth in said Lease consists of:

(a) description of the land as set forth in Exhibit A attached hereto (and attached as Exhibit A to said Lease), and

(b) additional property as set forth in paragraph 1 on page 4 of said Lease as follows: all buildings, equipment, fixtures, supplies and facilities now or hereafter erected or contained thereon, and all rights, powers, licenses, easements, rights-of-way, privileges, franchises, and any and all other interests in property, real, personal or mixed, now owned or hereafter acquired by the Lessor and appurtenant to or used in connection therewith and in which the Lessee has acquired a leasehold interest by supplement to said Lease.

3. The term of the Lease commenced on August 1, 1982 and ends September 1, 2015, unless extended or sooner terminated, upon the terms and conditions set forth therein.

VOL 280 P 6 83

VOL 0280 P 6008-3

4. The Lessee has the right during the term of the Lease to sublease the demised premises to the Lessor, its successors and assigns, or, in the event of a default under any such sublease, to any other person.

5. The Lessor may terminate the Lease by paying to the Lessee an amount sufficient to pay or by providing for payment under the Indenture, hereinafter defined, of the principal, interest and premium (if any) and costs of redemption or prepayment, required in order to pay, prepay, or redeem and thereby retire or cancel all Bonds of the Lessee outstanding under a Trust Indenture (Indenture) dated as of September 15, 1985, between Lessee and Continental Bank, as Trustee, and all other sums payable by the Lessee under the Indenture and upon delivery by the Trustee to the Lessee instruments required to satisfy the lien of the Indenture and upon payment by the Lessor, or satisfactory provision made therefor when due, of all moneys then owing to the Lessee.

6. The Lessee has a right of extension or renewal as follows: The term of the Lease shall be automatically extended for such time as may be necessary to accomplish any of the following purposes, plus thirty (30) days:

(a) to enable the Lessee to increase or extend the term of any sublease of the demised premises;

(b) to enable the Lessee to comply with any covenant, condition, term or provision of any sublease of the demised premises, including without intending to limit the generality of the foregoing, any sublease between the Lessor and the Lessee;

(c) to enable the Lessee to comply with any covenant, condition, term or provision of the Indenture or any other contract or to exercise any of the remedies provided to the Lessee in the Indenture or any such contract; or

(d) to enable the Lessee to receive sufficient net revenues from the demised premises to pay, at or after maturity or at such other time as the Lessee deems appropriate, the principal of, and interest on, the Bonds at any time outstanding under the Indenture, as amended or supplemented, and all sums payable by the Lessee under the Indenture, provided the Lessor has not defaulted on its obligations under any sublease of the demised premises.

Vol 280 Pg 84
VOL 0280 PG 0084

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Amended, Restated and Continued Lease to be duly executed under seal this 23rd day of October, 1985.

Attest:

VILLANOVA UNIVERSITY IN THE
STATE OF PENNSYLVANIA

William J. Krupa, Jr.
Secretary

By Larry B. Ferris
(Vice) President



DELAWARE COUNTY AUTHORITY

By Wade Klason
Chairman

Vol 210 Pg 85
VOL 0280P30085

EXHIBIT A
Attached to Memorandum of Restated,
Amended and Continued Lease
dated as of September 15, 1985

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:-

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the

004 280 PL 86
VOL 0280 PG 0086

Center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike-set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Markes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:-

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

COMMONWEALTH OF PENNSYLVANIA

ss

COUNTY OF PHILADELPHIA:

On this, the 23rd day of October, 1985, before me, the undersigned notary public, personally appeared GARY B. FENNER, who acknowledged being the (Vice) President of Villanova University in the State of Pennsylvania, a Pennsylvania non-profit corporation, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Amended, Restated and Continued Lease for the purposes therein contained by signing the name of such University by such person as such officer.

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



Loretta Ohl
Notary Public

My Commission Expires:

LORETTA OHL
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

COMMONWEALTH OF PENNSYLVANIA :

ss

COUNTY OF PHILADELPHIA :

On this, the 23rd day of October, 1985, before me, the undersigned notary public, personally appeared DR. WADE WILSON, who acknowledged himself to be the Chairman of Delaware County Authority, a body corporate and politic, and that he as such officer, being authorized to do so, executed the foregoing Memorandum of Amended, Restated and Continued Lease for the purposes therein contained by signing the name of such Authority by himself as such officer.

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



Loretta Ohl
Notary Public

My Commission Expires:

LORETTA OHL
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

James J. [Signature]



VOL 280 PL 89
VOL 0280 PGS 0089



NR 19.50

C-For-9-26-HUK
P.Y.J.C.
7

RECORDED OF DEEDS
DELAWARE CO. PA
OCT 23 12:04 '85

MEMORANDUM OF RESTATED, AMENDED AND CONTINUED SUBLEASE

164603

THIS INSTRUMENT is a memorandum of the Sublease and Security Agreement dated as of September 15, 1985 by and between DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSOR, and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania whose address is Villanova, Pennsylvania 19085, as LESSEE, restating, amending and continuing the Sublease and Security Agreement between such Lessor and Lessee dated as of March 1, 1983 and recorded in the Office for Recording of Deeds in and for Delaware County, Pa., in Volume 72, page 2295, et. seq., which Sublease amended, restated and continued the Sublease and Security Agreement between the Lessor and Lessee dated as of August 1, 1982 and recorded in the office for Recording of Deeds in and for Delaware County, Pa., in Volume 35, page 300, et. seq.

1. The names and addresses of the Lessor and of the Lessee set forth in said Sublease and the date thereof are all as set forth above.

2. The description of the demised premises set forth in said Sublease consists of:

(a) description of the land as set forth in Exhibit A attached hereto (and attached as Exhibit A to said Sublease), and

(b) additional property as set forth in the description of the "Leased Premises" on page 11 of said Sublease as follows: all buildings, equipment, fixtures, supplies and facilities now or hereafter erected or contained thereon, and all rights, powers, licenses, easements, rights-of-way, privileges, franchises, and all other interests in property, real, personal or mixed, now owned or hereafter acquired by the Lessee and appurtenant to or used in connection therewith and in which the Lessor has acquired a leasehold interest by a certain Lease dated as of August 1, 1982, as amended, restated and continued as of March 1, 1983 and September 15, 1985, or any supplement thereto.

Vol 280 Pg 90
VOL 0280 PG 0090

3. The term of the Sublease commenced on August 1, 1982 of delivery hereof and ends August 1, 2015, unless extended by a Supplemental Sublease or sooner terminated, upon the terms and conditions set forth therein.

4. The Sublease shall be terminated when interest on, and principal or the redemption price (as the case may be) of, all Bonds of the Lessor outstanding under a Trust Indenture (Indenture) dated as of September 15, 1985 between Lessor and Continental Bank, as Trustee, for which the rentals due thereunder have been pledged, have been paid, or there shall have been deposited with the Trustee an amount evidenced by money, Government Obligations (as defined in the Indenture) or certificates of deposit issued by the Trustee or any bank or trust company or savings and loan association (the deposits of which are insured by the Federal Deposit Insurance Corporation or Federal Savings and Loan Insurance Corporation), such certificates to be fully secured as to principal by Government Obligations, and the principal of, and interest on, such certificates, when due, will provide sufficient money to fully pay all Bonds of the Lessor outstanding under the Indenture, as well as all other sums payable under the Indenture and the performance of all obligations under the Indenture and the Sublease to the Lessor.

5. An amendment or supplement to the Sublease may be executed by Lessor and Lessee, if the Indenture shall so require, upon the issuance by the Lessor of additional Bonds which additional Bonds may be issued from time to time, for purposes and in the manner provided in the Indenture.

6. As security for repayment of the Bonds issued under the Indenture, the Lessor has assigned its right, title and interest in and to the Sublease to the Trustee pursuant to an Assignment of Sublease dated the date hereof.

JOL 280 R 91
VOL 0280 P 00 91

IN WITNESS WHEREOF, the Lessor and Lessee, intending to legally bound hereby, have caused this Memorandum of Restated, Amended and Continued Sublease to be duly executed under seal this 23rd day of October, 1985.

Attest:

DELAWARE COUNTY AUTHORITY

 W. Guldox
Secretary

By Neil Olson
Chairman

Attest:

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

 William Kruse
Assistant Secretary

By John B. Ferris
Vice Chairman VICE PRESIDENT

Vol 280 Pg 92
VOL 0280Pg0092

EXHIBIT A
Attached to Memorandum of Restated,
Amended and Continued Sublease
dated as of September 15, 1985

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the Intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:-

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the

Vol 280 Pg 93
VOL 0280 PG 0093

center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:-

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

Vol 280 Pg 95
VOL 0280 PG 0095

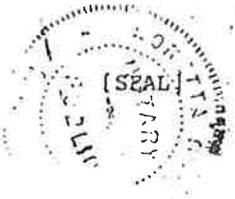
COMMONWEALTH OF PENNSYLVANIA :

: 99

COUNTY OF PHILADELPHIA :

On this, the 23rd day of October 1985, before me, the undersigned notary public personally appeared DR. WADE WILSON, who acknowledged himself to be the Chairman of Delaware County Authority, a body corporate and politic, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Amended, Restated and Continued Sublease for the purposes therein contained by signing the name of such Authority by such person as such officer.

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



Loretta Oehl
Notary Public

My Commission Expires

LORETTA OEH
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

COMMONWEALTH OF PENNSYLVANIA :

: 38

COUNTY OF PHILADELPHIA :

On this, the 23rd day of October, 1985, before me, the undersigned notary public, personally appeared GARY B. FENNER, who acknowledged being the (Vice) President of Villanova University In the State of Pennsylvania, a Pennsylvania non-profit corporation, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Amended, Restated and Continued Sublease for the purposes therein contained by signing the name of such University by such person as such officer.

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



Loretta Oehl
Notary Public

My Commission Expires:

LORETTA OEH
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 17, 1988

VOL 0280PG0096
VOL 280 PG 96



C-502-926-HWR

C & J
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13.50
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RECORDER OF DEEDS
DELAWARE COUNTY PA
OCT 23 1 23 PM '95

164609

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that DELAWARE COUNTY AUTHORITY (the "Authority"), pursuant to a Resolution of its Board heretofore duly adopted does hereby sell, assign, transfer, and set over to Continental Bank, having its principal corporate trust office in Norristown, PA, as Trustee under the Trust Indenture dated as of September 15, 1985 (the "Indenture"), of the Authority, all the right, title and interest of the Authority in and to the Sublease dated as of September 15, 1985 (the "Sublease"), between the Authority and Villanova University in the State of Pennsylvania, as well as all fixed rentals and other payments payable or which may become payable thereunder and all security therefor (except for amounts representing the Annual Administrative Fee and the reimbursement of the Authority's Administrative Expenses as defined in the Sublease), the same to be held in trust and applied by said Trustee as provided in said Indenture; and the Authority does hereby constitute and appoint the said Trustee its true and lawful attorney for it and in its name to collect and receive payment of any and all of said fixed rentals and other payments and to give good and sufficient receipts therefor, hereby ratifying and confirming all that said attorney may do in the premises. Said Trustee may, but, except as otherwise provided in said Indenture, shall not be required to, institute any proceedings or take any action in its name or in the name of the Authority to enforce payment or collection of any or all of such rentals and contributions and payments on accounts of such rentals.

Notwithstanding such assignment and transfer, so long as the Authority shall not be in default under the Indenture:

- (a) The Authority shall have the right and duty to give all approvals and consents permitted or required under the Sublease;
- (b) The Authority shall have the right to execute supplements and/or amendments to the Sublease to the extent and in the manner permitted by the Indenture;
- (c) The Authority shall have the right to execute supplements and/or amendments to the Sublease containing terms not adversely inconsistent with the Sublease or the Indenture; provided, however, that the Sublease, as so supplemented and/or

Radnor Sup

VOL 280 PG 97
VOL 0280PG0097

amended, shall provide at least the same security for holders of bonds of the Authority issued under the Indenture as the Sublease in the foregoing form; and

(d) There shall be no responsibility on the part of the Trustee for duties or responsibilities of the Authority contained in the Sublease and in any supplements and/or amendments thereto.

IN WITNESS WHEREOF, DELAWARE COUNTY AUTHORITY has caused this Assignment to be duly executed in its name by its Chairman or Vice Chairman, and its corporate seal to be hereunto affixed, attested by its Secretary or Assistant Secretary, and this Assignment to be dated as of September 15, 1985.

DELAWARE COUNTY AUTHORITY

By *Wade Nelson*
Chairman



W. Gullberg
Secretary

Vol 280 Pl 99
VOL 0280PG0098



Controlled Environmental Vault
CEV Grant

2967
(1/87)
Slide 1

36

In consideration of the sum of Five Thousand Dollar(s) (\$5,000.00) and other good and valuable consideration to it paid, receipt whereof is hereby acknowledged,

Villanova University
(corporation, partnership, individual)
hereby grant(s) to The Bell Telephone Company of Pennsylvania, and to
(Power Service Company)

and to their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain aerial and/or underground communication and electric lines (hereinafter referred to as utility facilities) associated with the placement and use of a Controlled Environmental Vault (CEV), the same being in itself a utility facility, installed owned and maintained by said Telephone Company. Said utility facilities and associated CEV shall be placed in accordance with the plan marked exhibit "A" which is attached hereto and made a part hereof, with owner(s)

concurrence, on said land being located at Villanova University
municipality of Radnor Twp. In the County of Delaware

Commonwealth of Pennsylvania, more particularly described in Deed Book B-2, Page 60.
Owner(s) further grant(s) right of access over said land to or from said utility facilities, and associated CEV, by Telephone Company employees and or representatives, and equipment, for the purposes set forth above, by any reasonable route over said land, including but not limited to private lanes, roads or driveways and the right to make such alterations in said land as mutually agreed is necessary to construct said utility facilities and place the CEV.

Owner(s) further grant(s) the exclusive use of that portion of said land not to exceed 30 feet in length by 11 feet in width in and upon which said CEV and associated conduit is located. Said utility facilities shall remain the property of the Telephone Company and they above named Power Company respectively which shall, at all times, retain the right to remove same.

Owner(s) further grants to Telephone Company the right to cut back such foliage (trees, shrubs, brush, etc.) as may interfere with the use and operation of said utility facilities.

The said utility facilities shall be installed in a good and workman-like manner by and at the expense of grantees.

Grantees shall indemnify and save harmless the owner and tenants of said premises from all damages caused by the negligence of their respective employees in the installation, maintenance or removal, or presence of said utility facilities.

Landscaping to be done by said Telephone Company at its expense.

Right of Way Agent:

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this August day of August, A.D. 1987, at

WITNESS OR ATTEST: (POST OFFICE ADDRESS)
Rev. John M. Spradley, D.D.
Rev. John M. Spradley, O.S.A.

MORTGAGE CONCURRENCE:
VOID 512 PG 466 (DATE)

Yerkes

YERKES ASSOCIATES, INC. 1444 Phoenixville Pike, P.O.Box 1568, West Chester, PA 19380-0046 • (215) 644-4264

August 26, 1987

DESCRIPTION OF RIGHT-OF-WAY
FOR
BELL OF PENNSYLVANIA
THROUGH LANDS OF
VILLANOVA UNIVERSITY
RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA

All that certain parcel of land designated as a right-of-way for a vault situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania bounded and described in accordance with a plan prepared for Bell of Pennsylvania lands of Villanova University dated 6 August, 1987 and revised 25 August, 1987 as prepared by Yerkes Associates, Inc., Bryn Mawr, Pennsylvania.

BEGINNING at a point on the northwesterly side line of North Ithan Avenue 40 feet wide; said point being at the distance of 20.00 feet measured North 23 degrees 28 minutes West through the bed of the said North Ithan Avenue from a point on the physical centerline of the same; said last mentioned point being at the distance of 804.80 feet measured North 64 degrees 02 minutes East along the said physical centerline of North Ithan Avenue from its intersection with the physical centerline of Lancaster Avenue 60 feet wide; thence from said point of BEGINNING in and through lands of Villanova University the following 7 courses and distances: (1) North 23 degrees 28 minutes West 20.02 feet to a point a corner (2) North 69 degrees 02 minutes East 145.70 feet to a point a corner (3) South 20 degrees 58 minutes East 11.0 feet to a point a corner (4) South 69 degrees 02 minutes West 30.0 feet to a point a corner (5) North 20 degrees 58 minutes West 6.0 feet to a point a corner (6) South 69 degrees 02 minutes West 110.7 feet to a point a corner (7) South 23 degrees 28 minutes East 15.0 feet to a point a corner on the aforementioned northwesterly side line of North Ithan Avenue: thence along the said side of North Ithan Avenue South 64 degrees 02 minutes West 5.0 feet to the first mentioned point and place of BEGINNING.

Consulting Engineers / Architects / Landscape Architects / Surveyors

Offices: Bryn Mawr and West Chester, Pennsylvania 19005-1201 467

COMMONWEALTH OF PENNSYLVANIA } s.s.
COUNTY OF

On this, the _____ day of _____, 19____, before me
the undersigned officer, personally appeared
the person whose name _____, known to me (or satisfactorily proven) to be
executed the same for the purposes therein contained.

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

.....
.....
Title of Officer
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA } s.s.
COUNTY OF Delaware

On this, the _____ day of August, 19 87, before me
A Notary Public, the undersigned officer, personally appeared
Rev. John M. Driscoll, O.S.A., who acknowledged himself to be the
President of Villanova University, a corporation.
and that he as such President, being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the corporation by himself as President.

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

Harry E. Wisner
.....
Title of Officer
My Commission Expires:

HARRY E. WISNER, Notary Public
Wayne, Chester Co.
My Commission Expires Feb. 11, 1991

066735

15.50

MC

RIGHT OF WAY

Indenture

From

Villanova University

To

THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA
↙

Premises: Villanova University
Radnor Township
County of Delaware

James J. [unclear]


RECORDER OF DEEDS
DELAWARE CO., PA

SEP 29 4 09 PM 1987

Vol 9

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NK 17.50*

013670

MEMORANDUM OF SUPPLEMENTAL LEASE

RECORDER OF DEEDS
DELAWARE CO., PA
MAR 9 3 00 PM '88

THIS INSTRUMENT is a memorandum of the Supplemental Lease (the "Supplemental Lease") dated as of February 15, 1988, by and between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSOR, and DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Supplemental Lease and the date thereof are all set forth above.
2. This Memorandum is recorded to reflect the amendments and supplements created by the Supplemental Lease to that certain Lease between the Lessor and the Lessee dated as of September 15, 1985, which Lease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by lease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively, (the "Original Lease"). A Memorandum of the Original Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 83 on October 23, 1985. The Original Lease and the Supplemental Lease are collectively referred to as the "Lease").
3. A description of the demised premises under the Supplemental Lease is set forth in Exhibit A hereto (and attached as Exhibit A to the Original Lease and the Supplemental Lease).
4. The Supplemental Lease provides for the payment of additional rent under the Lease and extends the term of the Lease to September 1, 2018 unless extended or sooner terminated upon the terms and conditions set forth in the Lease. All other terms, conditions, covenants and agreements of the Lease remain in full force and effect.
5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms

Exhibit "A"

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the ~~Township of~~ Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 84 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 13 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:-

BEGINNING at a spike at an angle of the Villanova College land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the

center of Ithan Avenue; thence by the said College land North 58 degrees 15 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 5 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 56 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkas, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:-

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 107.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 39 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.897 Acres, more or less.

of the Lease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the memorandum of the Original Lease referred to above.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Supplemental Lease to be duly executed under seal this 10th day of March, 1988.

Attest:

VILLANOVA UNIVERSITY IN THE
STATE OF PENNSYLVANIA

Rev. William J. Kopyca
(Assistant) Secretary

By:

Ray B. Ferris
Vice President for
Financial Affairs

[SEAL]

Attest:

DELAWARE COUNTY AUTHORITY

Sharon K. ...
Assistant Secretary

By:

William ...
Vice Chairman

[SEAL]

NR 1730
↑ Authority

MEMORANDUM OF SUPPLEMENTAL SUBLEASE

013671

THIS INSTRUMENT is a memorandum of the Supplemental Sublease (the "Supplemental Sublease") dated as of February 15, 1989, by and between DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 387 as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSOR and VILLANOVA UNIVERSITY, THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSEE.

RECORD OF DEEDS
DELAWARE COUNTY, PA

MAR 9 3 01 PM '88

1. The names and addresses of the Lessor and of the Lessee set forth in the Supplemental Sublease and the date thereof are all as set forth above.

2. This Memorandum is recorded to reflect the amendments and supplements created by the Supplemental Sublease to that certain Sublease between the Lessor and the Lessee dated as of September 15, 1985, which Sublease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by sublease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively, (the "Original Sublease"). A Memorandum of the Original Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 90 on October 23, 1985. The Original Sublease and the Supplemental Sublease are collectively referred to as the "Sublease").

3. A description of the demised premises under the Supplemental Sublease is set forth in Exhibit A hereto (and attached as Exhibit A to the Original Sublease and the Supplemental Sublease).

4. The Supplemental Sublease provides for the payment by the Lessee of additional rentals to the Lessor and extends the term of the Sublease to August 1, 2018 unless extended or sooner terminated upon the terms and conditions set forth in the Sublease. All other terms, conditions, covenants and agreements of the Sublease remain in full force and effect.

Exhibit "A"

PREMISES "A"

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BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

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BEGINNING at a spike at an angle of the Villanova College land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the

center of Ithan Avenue; thence by the said College land North 38 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

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CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yarkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:-

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 23 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Sublease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the memorandum of the Original Sublease referred to above.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Supplemental Sublease to be duly executed under seal this 10th day of March, 1988.

Attest:

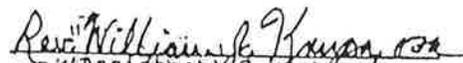

Assistant Secretary

[SEAL]

DELAWARE COUNTY AUTHORITY

By: 
Vice Chairman

Attest:


Assistant Secretary

[SEAL]

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

By: 
Vice President for Financial Affairs

Memo of
Sublease

NR
1350 JE

On 22 Mar
Continental Bank Trust
The State of
Wilmington, DE 19807
A (Hurley)

ASSIGNMENT

013672

KNOW ALL MEN BY THESE PRESENTS that DELAWARE COUNTY AUTHORITY (the "Authority"), pursuant to a resolution of its Board heretofore duly adopted, does hereby sell, assign, transfer and set over to Continental Bank, as Trustee under the Trust Indenture dated as of September 15, 1985, as supplemented by a supplemental indenture dated as of February 15, 1988 (the "Indenture"), all the right, title and interest of the Authority in and to the Sublease dated as of September 15, 1985, as supplemented by a Supplemental Sublease, dated as of February 15, 1988 (the "Sublease") between the Authority and Villanova University in the State of Pennsylvania, as well as all rentals and other payments payable or which may become payable thereunder and all security therefor, the same to be held in trust and applied by said Trustee as provided in said Indenture; and the Authority does hereby constitute and appoint Trustee as aforesaid, its true and lawful attorney for it and in its name to collect and receive payment of any and all of said fixed rentals and other payments and to give good and sufficient receipts therefor, hereby ratifying and confirming all that said attorney may do in the premises. Said Trustee, except as otherwise provided in said Indenture, shall be required to institute any proceedings or take any action in its name or in the name of the Authority to enforce payment or collection of any or all of such rentals and contributions and payments on account of such rentals.

RECORDED OF DEEDS
DELAWARE CO., PA

Mar 9 3 01 PM '88

Notwithstanding such assignment and transfer, as long as the Authority shall not be in default under the Indenture:

(a) The Authority shall have the right and duty to give all approvals and consents permitted or required under the Sublease subject to any restrictions of the Indenture;

(b) The Authority shall have the right to execute supplements and/or amendments to the Sublease to the extent and in the manner permitted by the Indenture;

(c) The Authority shall have the right to execute supplements and/or amendments to the Sublease containing terms not adversely inconsistent with the Sublease or the Indenture; provided, however, that the Sublease, as so supplemented and/or amended, shall provide at least the same security for the owners of bonds of the Authority issued under the Indenture as the Sublease in the foregoing form; and

(d) There shall be no responsibility on the part of the Trustee for duties or responsibilities of the Authority contained in the Sublease and in any supplements and/or amendments thereto.

IN WITNESS WHEREOF, DELAWARE COUNTY AUTHORITY has caused this assignment to be duly executed in its name by its Chairman or Vice Chairman, and its corporate seal to be hereunto affixed, attested by its Secretary or Assistant Secretary, and this assignment to be dated the 10th day of March, 1988.

DELAWARE COUNTY AUTHORITY

By: *[Signature]*
Vice-Chairman

[SEAL]

Attest:

[Signature]
(Assistant) Secretary

4318

UNDERGROUND GRANT
Form 2883 FCU (Rev. 12/78)

Received of **The Bell Telephone Company of Pennsylvania**, the sum of one Dollar(s) (\$ 1.00), in consideration of which the undersigned hereby grants unto the said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, and to supplement, operate and maintain communication lines (including distribution laterals connected to said lines) consisting of but not limited to such conduits, manholes, cables, wires, loading coil cases, pedestals, terminals, and other appurtenances as the grantees may from time to time require, on, under, along and across our land, said land being located Villanova University, Radnor Township

County of Delaware

with the right of access over said land to construct and maintain said underground line and appurtenances thereto by the most reasonable means; and to permit others to use facilities constructed hereunder, with the further right to lease and/or convey any part or all the rights hereunder to an electric light, power or other company for the purpose of the transmission and distribution of electric energy or communication signals.

36-04-02400-10 - 36-04-02400-11 - 36-04-02406-00

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 29 day of Feb 1988 A.D. 1988
at _____
(Post Office Address)

WITNESS OR ATTEST:

Ray Shinn

Villanova University
John M. Driscoll (Seal)
Landowner

Rev. John M. Driscoll, O.S.A. (Seal)
Landowner

Landowner (Seal)

Landowner (Seal)

Approved:

VOL 0561 PG 1192

4318

COMMONWEALTH OF PENNSYLVANIA } s.s.
COUNTY OF

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

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

.....
.....
Title of Officer
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA } s.s.
COUNTY OF Montgomery

On this, the 29 day of February, 1988, before me
A Notary Public _____, the undersigned officer, personally appeared
Rev. John M. Driscoll O.S.A., who acknowledged himself to be the _____
President of Villanova University a corporation,
and that he as such President, being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the corporation by himself as President.

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

Harry E. Wisner
.....
Title of Officer
My Commission Expires:

HARRY E. WISNER, Notary Public
Wayne, Chester Co
My Commission Expires Feb 11, 1991

017884

RIGHT OF WAY

Indenture

From

Villanova University

To

THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA

MR. HARRY E. WISNIA
Valley Forge Executive Mall
Building 8, Suite 401
Wayne, Pa. 19087

President: Villanova University
Lancaster Ave.
Radnor Township
Ridgelysne County
DELANCO, PA

APR 4 10 18 AM '88

DEED RESTRICTION

27960

AGREEMENT made this 22nd day of April, 1988, by and between Villanova University, hereinafter referred to as "Grantor" and the Township of Radnor, hereinafter referred to as "Grantee" agree as follows to place this Deed Restriction on 18.877 acres Grantor's land as described as part of the deed restriction conveying land to the Augustinian College of Villa Nova from Franklin A. Plummer and recorded in the Recorder of Deed for the County of Delaware, Commonwealth of Pennsylvania, in Deed Book F-14, page et. seq., on the 29th day of April, 1911.

RECORDED
MAY 20 11 03 AM '88

WHEREAS, on or about the 14th day of September, 1987, by Resolution Number 87-31, the Grantee approved the final plan of Grantor, number 87-D-2, subject to the condition that the site being 18.877 acres, as more fully described in the subdivision plan, be deed restricted to prohibit the future construction or future placement of any additional structures.

AND WHEREAS, the parties desire to enter into this Deed Restriction and record it with the Recorder of Deeds Delaware County.

NOW THEREFORE, intending to be legally bound the parties agree to the following restriction of record on the aforementioned 18.877 acres:

UNDER AND SUBJECT, nevertheless, to the following conditions and restrictions to which the aforementioned 18.877 acres, after the completion and erection of the final plan of Grantor, number 87-D-2, shall be and remain subject:

1. No future construction or future placement of any additional structures shall be erected on the aforesaid 18.877 acres.

2. The Grantor, its heirs and assigns, by acceptance of this Indenture, agrees with the Grantee, that said restrictions and conditions shall be covenants running with the land, and in any deed of conveyance of said premises or any part thereof. Said restrictions and conditions shall be incorporated by reference to this Indenture and the record hereof as fully as the same are contained herein.

WITNESS:

TOWNSHIP OF RADNOR

[Signature]

[Signature]
BY:

VILLANOVA UNIVERSITY

Robert J. Martin

John M. Spiccol, esq.
BY:

VOLO 573 PG 2171

COMMONWEALTH OF PENNSYLVANIA:
: COUNTY OF :

On this *16th* day of *March*, 1988, before me, the undersigned officer, personally appeared, *Robert M. Crofford*, for the Township of Radnor, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Damian D. Jones
NOTARY PUBLIC

DAMIAN D. JONES, NOTARY PUBLIC
WEST CHESTER BORO. CHESTER COUNTY
MY COMMISSION EXPIRES NOV. 7, 1988
Member, Pennsylvania Association of Notaries

VOLO 573 PG 2172

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF :

On this 25th day of April, 1988, before me, the undersigned officer, personally appeared, John M. Driscoll, for Villanova University, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Rosemary K. Nash
NOTARY PUBLIC

ROSEMARY K. NASH, Notary Public
Radnor Twp., Delaware Co.
My Commission Expires Jan. 16, 1989

M-8901

16.00
1/10

031619

BE IT KNOWN that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the undersigned hereby grant(s) to Philadelphia Electric Company, its successors and assigns the right to erect, install, operate, maintain, renew, add to, relocate and remove such facilities, including poles, cross arms, wires, cables, anchor guys, conduits, manholes, gas mains, gas service pipes, and appurtenances, as shall be necessary for the transmission and distribution of electricity and gas within or immediately outside the legal right of way limits of a public highway known as Spring Mill Road on the southeast side thereof, as now existing or may be hereafter established, abutting premises of the undersigned (part of the aforesaid facilities such as wires cross arms and appurtenances overhanging the said premises adjacent thereto) located at a point approximately eighty-eight (88) feet southwest of the centerline of Ashwood Road, produced, and extending southwestwardly along said highway for a distance of approximately five hundred and thirty (530) feet, bounded on the southwest by lands now or late William T. Damian and on the northeast by other lands now or late of the undersigned, in the Township of Radnor, County of Philadelphia, Commonwealth of Pennsylvania, with right of ingress and egress to and from said facilities and right to cut down, remove, trim and keep trimmed, in a workmanlike manner, all trees and branches of trees, to the extent deemed necessary by the Company to provide sufficient clearance for the protection of the aforesaid facilities.

RECORDED
INDEXED
MAY 22 1991
PHILADELPHIA

91 MAY 22 PM 2:09

The Company is further granted the right to locate said facilities outside the limits of said highway but immediately adjacent thereto; also the further right to install outside the limits of said highway such anchors and guys as may be necessary to stabilize said poles.

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

EXECUTED THIS DAY OF A.D. 199 .

ATTEST: VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA
 BY: J. J. Gall (SEAL)
Mary M. [Signature]

PARCEL NUMBERS: 36-04-02396-00
 36-04-02400-00
 36-04-02400-10
 36-04-02406-00

36-03-01702-00

GM
22.00
H.F.

066749

Closing Document No. 3.2(c)

MEMORANDUM OF SECOND SUPPLEMENTAL SUBLEASE

RECORDER OF DEEDS
DELAWARE CO., PA

91 OCT 23 AM 9:59

THIS INSTRUMENT is a memorandum of the Second Supplemental Sublease (the "Second Supplemental Sublease") dated as of August 1, 1991, by and between DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSOR and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Second Supplemental Sublease and the date thereof are all as set forth above.
2. This Memorandum is recorded to reflect the amendments and supplements created by the Second Supplemental Sublease to that certain Sublease, dated as of September 15, 1985 (the "1985 Sublease"), as amended and supplemented by a Supplemental Sublease, dated as of February 15, 1988 (the "Supplemental Sublease"), each between the Lessor and the Lessee (the 1985 Sublease, the Supplemental Sublease and the Second Supplemental Sublease are collectively referred to as the "Sublease"), which Sublease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by sublease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively. A Memorandum of the Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 0556 at page 1321 on March 9, 1988 and a Memorandum of the 1985 Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 90 on October 23, 1985.
3. A description of the demised premises under the Second Supplemental Sublease is set forth in Exhibit A hereto (and attached as Exhibit A to the 1985 Sublease, the Supplemental Sublease and the Second Supplemental Sublease).
4. The Second Supplemental Sublease provides for the payment by the Lessee of additional rentals to the Lessor and

Exhibit A

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known

as the Philadelphia and Lancaster Turnpike with the center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of

Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and the land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

continues the term of the Sublease to August 1, 2018 unless extended or sooner terminated upon the terms and conditions set forth in the Sublease. All other terms, conditions, covenants and agreements of the Sublease remain in full force and effect.

5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Sublease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the Memorandum of the 1985 Sublease and the Supplemental Sublease, each referred to above.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Second Supplemental Sublease to be duly executed under seal this 20th day of August, 1991.

Attest:

DELAWARE COUNTY AUTHORITY

 W. G. Gully
(Assistant) Secretary

By: [Signature]
(Vice) Chairman

Attest:

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

[Signature]
(Assistant) Secretary

By: [Signature]
Vice President for Financial Affairs



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 19th day of August, 1991, before me the undersigned notary public personally appeared John G. Lawrence, who acknowledged himself to be the ~~(Vice)~~ Chairman of Delaware County Authority, a body corporate and politic, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Second Supplemental Sublease for the purposes therein contained by signing the name of such Authority by such person as such officer.

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

[SEAL]

Patricia A. Skowicki
Notary Public

My Commission Expires:



Notarial Seal
Patricia A. Skowicki, Notary Public
Phoenixville Boro, Chester County
My Commission Expires Aug. 20, 1994

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 19th day of August, 1991, before me, the undersigned notary public personally appeared GARY B. FENNER, who acknowledged being the Vice President for Financial Affairs of Villanova University in the State of Pennsylvania, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that such officer, being authorized to do so, executed the foregoing Memorandum of Second Supplemental Sublease for the purposes therein contained by signing the name of such University by such person as such officer.

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

[SEAL]

Patricia A. Slawicki
Notary Public

My Commission Expires:

Notarial Seal
Patricia A. Slawicki, Notary Public
Phoenixville Boro, Chester County
My Commission Expires Aug. 20, 1994



James J. Staud



36-03-01702-00

G.M.
22.00
H.F.

066750

Closing Document No. 3.1(b)

RECORDED
DEEDS
DELAWARE COUNTY, PA

91 OCT 23 AM 9:59

MEMORANDUM OF SECOND SUPPLEMENTAL LEASE

THIS INSTRUMENT is a memorandum of the Second Supplemental Lease (the "Second Supplemental Lease"), dated as of August 1, 1991, by and between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSOR, and DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Second Supplemental Lease and the date thereof are all as set forth above.

2. This Memorandum is recorded to reflect the amendments and supplements created by the Second Supplemental Lease to that certain Lease, dated as of September 15, 1985 (the "1985 Lease"), amended and supplemented by a Supplemental Lease, dated as of February 15, 1988 (the "Supplemental Lease"), each between the Lessor and the Lessee (the 1985 Lease, the Supplemental Lease and the Second Supplemental Lease are collectively referred to as the "Lease"), which Lease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by lease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively. A Memorandum of the Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 0556 at page 1315 on March 9, 1988 and a Memorandum of the 1985 Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 83 on October 23, 1985.

3. A description of the demised premises under the Supplemental Lease is set forth in Exhibit A hereto (and attached as Exhibit A to the 1985 Lease, the Supplemental Lease and the Second Supplemental Lease).

4. The Second Supplemental Lease provides for the payment of additional rent under the Lease and continues the term of the Lease to September 1, 2018 unless extended or sooner terminated upon the terms and conditions set forth in

Exhibit A

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known

as the Philadelphia and Lancaster Turnpike with the center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of

Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and the land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

the Lease. All other terms, conditions, covenants and agreements of the Lease remain in full force and effect.

5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Lease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the Memorandum of the 1985 Lease and in the Memorandum of the Supplemental Lease, each referred to above.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Second Supplemental Lease to be duly executed under seal this 20th day of August, 1991.

Attest:

[Signature]
Assistant Secretary

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

By: *[Signature]*
Vice President for Financial Affairs

Attest:
[Signature]
Assistant Secretary



DELAWARE COUNTY AUTHORITY

By: *[Signature]*
Chairman

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : :SS

On this, the 19th day of August, 1991, before me the undersigned notary public personally appeared Jehan M. Laurence who acknowledged himself to be the (Vice) Chairman of Delaware County Authority, a body corporate and politic, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Second Supplemental Lease for the purposes therein contained by signing the name of such Authority by such person as such officer.

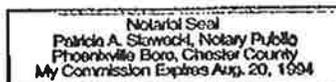
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]



Patricia A. Slawocki
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA : :SS
COUNTY OF CHESTER :

On this, the 19th day of August, 1991, before me, the undersigned notary public personally appeared GARY B. FENNER, who acknowledged being the Vice President for Financial Affairs of Villanova University in the State of Pennsylvania, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that such officer, being authorized to do so, executed the foregoing Memorandum of Second Supplemental Lease for the purposes therein contained by signing the name of such University by such person as such officer.

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

[SEAL]

Patricia A. Stawicki
Notary Public

My Commission Expires:



Notarial Seal
Patricia A. Stawicki, Notary Public
Phoenixville Boro, Chester County
My Commission Expires Aug. 20, 1994

James J. Ward



VOL0890 PG0841

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20.00
20.00

16 NOV 16 4-10 13

RECORDS OF DEEDS
DELAWARE COUNTY PA

→ JANE WILKIN REED
TRUSTEE
1235 WESTERN DRIVE
SUITE 100
BIRMGHAM AL 35212

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that DELAWARE COUNTY AUTHORITY (the "Authority"), pursuant to a resolution of its Board heretofore duly adopted, does hereby sell, assign, transfer and set over to Continental Bank, as trustee (the "Trustee"), under the Trust Indenture dated as of September 15, 1985, as amended and supplemented by a Supplemental Indenture, dated as of February 15, 1988 and a Second Supplemental Indenture, dated as of August 1, 1991 (collectively, the "Indenture"), between the Authority and the Trustee, all the right, title and interest of the Authority in and to the Sublease, dated as of September 15, 1985, as amended and supplemented by a Supplemental Sublease, dated as of February 15, 1988 and a Second Supplemental Sublease, dated as of August 1, 1991 (collectively, the "Sublease") between the Authority and Villanova University in the State of Pennsylvania, as well as all rentals and other payments payable or which may become payable thereunder and all security therefor, the same to be held in trust and applied by said Trustee as provided in said Indenture; and the Authority does hereby constitute and appoint Trustee as aforesaid, its true and lawful attorney for it and in its name to collect and receive payment of any and all of said fixed rentals and other payments and to give good and sufficient receipts therefor, hereby ratifying and confirming all that said attorney may do in the premises. Said Trustee, except as otherwise provided in said Indenture, shall be required to institute any proceedings or take any action in its name or in the name of the Authority to enforce payment or collection of any or all of such rentals and contributions and payments on account of such rentals.

Notwithstanding such assignment and transfer, as long as the Authority shall not be in default under the Indenture:

(a) The Authority shall have the right and duty to give all approvals and consents permitted or required under the Sublease subject to any restrictions of the Indenture;

(b) The Authority shall have the right to execute supplements and/or amendments to the Sublease to the extent and in the manner permitted by the Indenture;

(c) The Authority shall have the right to execute supplements and/or amendments to the Sublease containing terms not adversely inconsistent with the Sublease or the Indenture; provided, however, that the Sublease, as so supplemented and/or amended, shall provide at least the same security for the owners of

180690

70L0893 PG0548

36-04-2346-00

Exhibit A

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known

YOLO893 PG0549

as the Philadelphia and Lancaster Turnpike with the center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of

Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and the land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

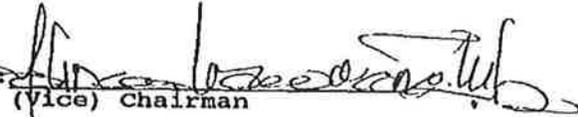
CONTAINING 18.887 Acres, more or less.

bonds of the Authority issued under the Indenture as the Sublease in the foregoing form; and

(d) There shall be no responsibility on the part of the Trustee for duties or responsibilities of the Authority contained in the Sublease and in any supplements and/or amendments thereto.

IN WITNESS WHEREOF, DELAWARE COUNTY AUTHORITY has caused this Assignment to be duly executed in its name by its Chairman or Vice Chairman, and its corporate seal to be hereunto affixed, attested by its Secretary or Assistant Secretary, and this assignment to be dated the 20th day of August, 1991.

DELAWARE COUNTY AUTHORITY

By: 
(Vice) Chairman

Attest:

 
(Assistant) Secretary

VOL 0893 PG 0552

COMMONWEALTH OF PENNSYLVANIA: : ss.
COUNTY OF CHESTER :

On this, the 17th day of August, 1991, before me the undersigned, a notary public, personally appeared John W. Lawrence who acknowledged that he is (Vice) Chairman of Delaware County Authority, and that he, as such officer being authorized to do so, executed the foregoing Second Supplemental Sublease and the foregoing Assignment of Second Supplemental Sublease, for purposes therein contained, by signing the name of such Authority by himself as such officer.

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

Diane Victoria DiFulvio
Notary Public



NOTARIAL SEAL
Diane Victoria DiFulvio, Notary Public
Berwyn, Chester County
My Commission Expires Feb. 6, 1993

James J. Staud



John G. Alford

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECORDER OF DEEDS
DELAWARE CO., PA.
92 JUN 15 PM 3:08

043171

COMMONWEALTH OF PENNSYLVANIA, SS:

I, John G. Alford, Secretary of the Pennsylvania Public Utility Commission, do hereby certify that the attached is a full, true and correct copy of an excerpt of the Commission Order dated April 23, 1992, in the matter of the Complaint of Villanova University v. National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation (Conrail), Southeastern Pennsylvania Transportation Authority (SEPTA), Pennsylvania Department of Transportation (PennDOT), County of Delaware and Radnor Township, and the allocation of the costs and expenses incident thereto (Complaint Docket No. 80011839); as same remains of record and on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of Pennsylvania Public Utility Commission to be affixed, this TWENTY NINTH day of APRIL, 1992.



PENNSYLVANIA PUBLIC UTILITY COMMISSION

VOL 0964 PG 0711

36-00-0000-00

3. That in accordance with the provisions of Section 2702 of the Public Utility Code, 66 Pa. C.S. §2702, the following described property be and is hereby taken and appropriated for the purpose of the improvement in accordance with the right-of-way plan approved in Paragraph 1 of this Order, and that Paragraph 3 of this Order shall be recorded by the Recorder of Deeds of Delaware County, and shall be indexed under the name of the record owner of said property, grantor, and the Commonwealth of Pennsylvania, grantee, at the sole cost and expense of the Department of Transportation of the Commonwealth of Pennsylvania.

National Railroad Passenger Corporation - Record Owner
400 North Capital Street NW
Washington, D.C. 20001

ALL THOSE CERTAIN TRACTS OF LAND situated in the Township of Radnor, Delaware County, bounded and described as follows, to wit:

TRACT NO. 1
(Required Right-of-Way)

Beginning at a point on the northerly side of State Route 0320, said point being the intersection of the southerly AMTRAK right-of-way line and the northerly legal right-of-way line for State Route 0320 distant thirteen (13) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+56; thence in a northeasterly direction along the right-of-way line of AMTRAK to a point distant thirty (30) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+47; thence in a northeasterly direction along the required right-of-way line of State Route 0320 to a point distant thirty (30) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+71.2; thence in a southeasterly direction along the aerial easement line to a point distant thirteen (13) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+80; thence in a southwesterly direction along the legal right-of-way line of State Route 0320 to a point and place of beginning and containing four hundred ten (410) square feet more or less.

TRACT NO. 2
(Required Right-of-Way)

Beginning at a point on the southerly side of State Route 0320, said point being the intersection of the required right-of-way line for State Route 0320 and the southerly temporary construction easement line for Amtrak distant twenty-eight (28) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+77; thence northwesterly along the projected temporary construction easement line to a point distant twenty (20) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+73; thence northeasterly along the legal right-of-way of State Route 0320 to a point distant twenty (20) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320

at or about Station 783+96; thence southeasterly along required aerial easement line to a point distant thirty-five (35) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+03.9; thence southwesterly along the required right-of-way line to a point distant twenty-eight (28) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+88.9; thence continuing southwesterly along the required right-of-way line to a point and place of beginning and containing two hundred and thirty-two (232) square feet more or less.

TRACT NO. 3
(Aerial Easement)

Beginning at a point on the northerly side of State Route 0320, said point being the intersection of the northerly legal right-of-way line for State Route 0320 and the southerly required aerial easement line of State Route 0320 distant thirteen (13) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+80; thence in a northwesterly direction along the required aerial easement line to a point distant thirty-seven (37) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+67.7; thence in a northeasterly direction along the required aerial easement line to a point distant thirty-seven (37) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+62; thence in a southeasterly direction along the AMTRAK northern right-of-way line to a point distant thirteen and one half (13.5) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+72.5; thence in a southwesterly direction along the legal right-of-way line for State Route 0320 to a point and place of beginning and containing two thousand two hundred twenty-one (2221) square feet more or less.

TRACT NO. 4
(Aerial Easement)

Beginning at a point on the southerly side of State Route 0320, said point being the intersection of the southerly legal right-of-way line of State Route 0320 and the required aerial easement line of State Route 0320 distant twenty (20) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+96; thence in a northeasterly direction along the legal right-of-way line of State Route 0320 to a point distant nineteen and one half (19.5) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 785+44.5; thence in a southeasterly direction along the temporary construction easement line to a point distant thirty-five (35) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 785+52.3; thence in a southwesterly direction along the required aerial easement line to a point distant thirty-five (35) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+03.9; thence in a northwesterly direction along the required

aerial easement line to a point and place of beginning and containing two thousand one hundred and ninety-eight (2198) square feet more or less.

TRACT NO. 5

(Retention of Aerial Easement, Conveyance of Surface Easement to Amtrak Excluding Pier Footing Area)

Beginning at a point on the southerly side of State Route 0320, said point being the intersection of the southern legal right-of-way line of State Route 0320 and the southern aerial easement line of State Route 0320 distant nineteen and one half (19.5) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+57; thence in a northwesterly direction along the aerial easement line to a point distant three (3) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+50; thence in a northeasterly direction along the AMTRAK property line to a point distant three (3) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 785+25; thence in a southeasterly direction along the temporary construction easement line to a point distant nineteen and one half (19.5) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 785+34.5; thence in a southwesterly direction along the legal right-of-way line for State Route 0320 to a point and place of beginning and containing one thousand two hundred and thirteen (1213) square feet more or less.

TRACT NO. 6

(Retention of Aerial Easement, Conveyance of Surface Easement to Amtrak Excluding Pier Footing Area)

Beginning at a point on the northerly side of State Route 0320, said point being the intersection of the southern aerial easement line of State Route 0320 and the northern legal right-of-way line of State Route 0320 distant thirteen and one half (13.5) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+41.5; thence in a northeasterly direction along the legal right-of-way line to a point distant thirteen and one half (13.5) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+72.5; thence in a southwesterly direction along the AMTRAK right-of-way line to a point distant three (3) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+80; thence in a southwesterly direction along the AMTRAK property line to a point distant three (3) feet southeasterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 784+50; thence in a northwesterly direction along the aerial easement line to a point and place of beginning and containing five hundred three (503) square feet more or less.

The above six (6) tracts of land shown on the Department of Transportation's Drawings Authorizing Acquisition of Right-of-Way for State Route 0320 Section 12S R/W and designated and delineated as part of Parcel No. 5 on Sheet 11 of said drawings as recorded in the office for the recording of

deeds, etc. in Delaware County, Pennsylvania, in Volume 17, Page 243, on January 17, 1992 are portions of real estate which became legally vested in National Railroad Passenger Corporation by deed of Consolidated Rail Corporation, dated October 11, 1978 and recorded October 20, 1978 in Deed Book 2670, Page 988 in the Delaware County Courthouse.

- 8 -

Y0L0964 PG0715

4. That in accordance with the provisions of Section 2702 of the Public Utility Code, 66 Pa. C.S. §2702, the following described property be and is hereby taken and appropriated temporarily, for use during the construction period only, in accordance with the right-of-way plan approved in Paragraph 1 of this Order, and that Paragraph 4 of this Order shall be recorded by the Recorder of Deeds of Delaware County, and shall be indexed under the name of the record owner of said property, grantor, and the Commonwealth of Pennsylvania, grantees, at the sole cost and expense of the Department of Transportation of the Commonwealth of Pennsylvania, said temporary appropriation shall terminate upon completion of the construction of the improvement and its opening to public use.

National Railroad Passenger Corporation - Record Owner
400 North Capital Street NW
Washington, D.C. 20001

TEMPORARY CONSTRUCTION EASEMENT NO. 1

Beginning at a point on the southerly side of State Route 0320, said point being the intersection of the southerly required legal right-of-way line of S.R. 0320 and the line for the Temporary Construction Easement distant twenty-eight (28) feet and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+77; thence in a northeasterly direction along the required right-of-way line for State Route 0320 to a point distant twenty-eight (28) feet and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+88.9; thence continuing in a northeasterly direction along the required right-of-way line for State Route 0320 to a point distant thirty-five (35) feet and measured at right angles from the right-of-way centerline for State Route 0320 at or about Station 784+03.9; thence continuing in a northeasterly direction along the required aerial easement line for State Route 0320 to a point distant thirty-five (35) feet and measured at right angles from the right-of-way centerline for State Route 0320 at or about Station 784+12.5; thence in a southeasterly direction along the front of the AMTRAK/SEPTA platform for the eastbound trains to a point distant four hundred and ninety-seven (497) feet and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 785+44.5; thence in a southwesterly direction to a point distant five hundred and ten (510) feet and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 785+20; thence in a northwesterly direction along the AMTRAK property line (projected as necessary) to a point and place of beginning and containing fifteen thousand and seventy-three (15,073) square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 2

Beginning at a point on the southerly side of State Route 0320, said point being the intersection of the temporary construction easement line and AMTRAK property line distant one hundred and thirty (130) feet southeasterly and measured at right angles from the right-of-way centerline for State Route 0320 at or about Station 786+70.5; thence in a southwesterly direction to a point distant one hundred and thirty (130) feet southeasterly and measured at right angles from State Route 0320 at or about Station 785+88; thence in a

northwesterly direction to a point of intersection with the existing right-of-way line for State Route 0320 distant nineteen and one half (19.5) feet southeasterly and measured at right angles from the right-of-way centerline for State Route 0320 at or about Station 785+34.5; thence in a northeasterly direction along the existing right-of-way line for State Route 0320 to a point distant nineteen and one half (19.5) feet southeasterly and measured at right angles from the right-of-way centerline for State Route 0320 at or about Station 785+44.5; thence in a southeasterly direction to a point distant ninety-seven (97) feet southeasterly and measured at right angles from the right-of-way centerline for State Route 0320 at or about Station 785+80; thence in a northeasterly direction along the temporary construction easement line to a point and place of beginning containing two thousand one hundred and ninety-four (2194) square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 4

Beginning at a point on the northerly side of State Route 0320, said point being the intersection of the northerly required right-of-way line for State Route 0320 and the AMTRAK right-of-way line distant thirty (30) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+47; thence in a northwesterly direction along the right-of-way line of AMTRAK to a point distant fifty (50) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+36.4; thence in a northeasterly direction along the Temporary Construction Easement line for AMTRAK to a point distant fifty (50) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+61; thence in a southeasterly direction along the Temporary Construction Easement line for AMTRAK to a point distant thirty-seven (37) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+67.7; thence continuing in a southeasterly direction along the Required Aerial Easement line to a point distant thirty (30) feet northwesterly and measured at right angles from the right-of-way centerline of State Route 0320 at or about Station 783+71.3; thence in a southwesterly direction along the required right-of-way line for State Route 0320 to a point and place of beginning and containing four hundred and fifty (450) square feet more or less.

The above three (3) tracts of land shown on the Department of Transportation's Drawings Authorizing Acquisition of Right-of-Way for State Route 0320 Section 128 R/W and designated and delineated as part of Parcel No. 5 on Sheet 11 of said drawings as recorded in the office for the recording of deeds, etc. in Delaware County, Pennsylvania, in Volume 17, Page 243, on January 17, 1992 are portions of real estate which became legally vested in National Railroad Passenger Corporation by deed of Consolidated Rail Corporation, dated October 11, 1978 and recorded October 20, 1978 in Deed Book 2670, Page 988 in the Delaware County Courthouse.

*Return
to Post Office
P.O. Box 3765
Shreveport La 71208
Attn: Mr. John H. [unclear]*



Bell of Pennsylvania
A Bell Atlantic Company

5485

INTERFACE GRANT

2866
(Rev. 4/88)
Side 1

16.00

Received of THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, the sum of
Two Thousand Dollar(s) (\$ 2,000.00), receipt

whereof is hereby acknowledged Villanova University

(CORP., PARTNERSHIP, INDIVIDUAL)

hereby grant(s) unto said Telephone Company, its successors and assigns, and/or agents, the right, privilege and authority to construct, maintain, operate, inspect and from time to time reconstruct, rearrange, replace, renew and thereafter maintain, operate and inspect an interface(s) and/or remote terminal equipment cabinet(s) and pads, underground communication lines, appliances, conduits, cables and wire, (hereinafter referred to as utility facilities) together with electric facilities and service provided by the electric utility or company (when required by Telephone Company) on, over, under, along, and across our land, at mutually agreed upon locations as shown on exhibit "A" which is attached hereto and made a part hereof, said land being located

Villanova University, Lancaster Avenue

Radnor Township

County of Delaware, Commonwealth of Pennsylvania, more

particularly described in Deed Book B-2, Page 60. Owner(s) further grant(s) the right of access over said land to or from said utility facilities, by Telephone Company employees and/or agents and equipment for the purposes set forth above, by any reasonable route over said land, including but not limited to private lanes, roads or driveways and the right to make such alterations in said land as mutually agreed is necessary to construct said utility facilities.

Owner(s) further grant(s) the exclusive use of that portion of said land not to exceed 5 feet in length by 7 feet in width upon which said interface(s) and/or terminal equipment is located. Said utility facilities shall remain the property of the Telephone Company which shall, at all times, retain the right to remove same.

Owner(s) further grants to Telephone Company the right to cut back such foliage (trees, shrubs, brush, etc.) as may interfere with the use and operation of said utility facilities.

The said utility facilities shall be installed in a good and workman-like manner by and at the expense of the said Telephone Company.

The said Telephone Company shall indemnify and save harmless the owner and tenants of said premises from all damages caused by the negligence of its employees in the installation, maintenance or removal of said utility facilities.

Right of Way Agent:

040240010

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 14 day of Feb, A.D. 1992, at

WITNESS OR ATTEST:

(POST OFFICE ADDRESS)

Villanova University

Donald Hill
Telecommunications Manager
Villanova University 2/18/92

Edmund J. Dobbin
Rev. Edmund J. Dobbin, O.S.A.
President
February 14, 1992

MORTGAGE CONCURRENCE:

VOL0973 PG0135

(DATE)

TRAIL	EST. AREA	Ver. #	2
1 + 1MPC4-174°	8'		
TOTAL	8'		
2 + 1MPC4-174°	2'		
TOTAL	2'		TF
3 + 1MPC4-174°	8'		
TOTAL	8'		TF
4 + 1MPC4-174°	142'		
TOTAL	142'		TF
5 + 1MPC4-174°	8'		
TOTAL	8'		TF

TRAIL	EST. AREA	Ver. #	2
6	4-PC4°50°E	6'	
	1-PC4°E	14'	
TOTAL	12'		TF

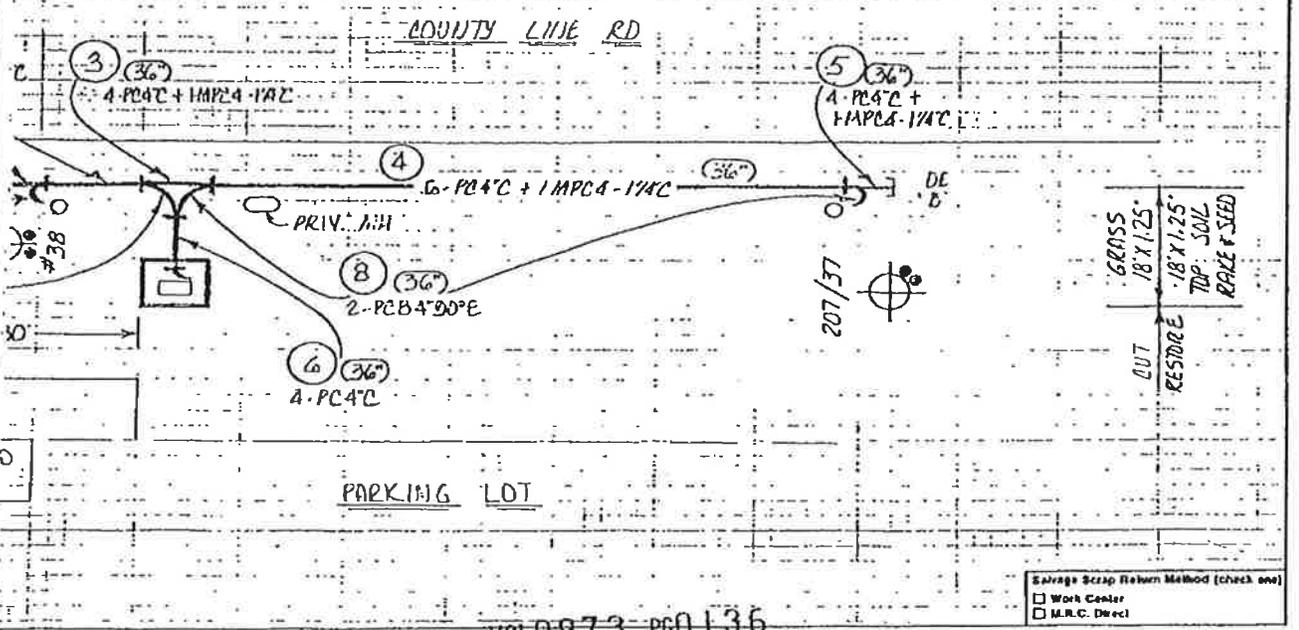
ENCRT. PAD TO 207 / 38	78-78	34'
------------------------	-------	-----

8	2-PC4°50°E	6'	
	2-PC4°50°E	6'	
TOTAL	12'		TF

ENCRT. PAD TO 207 / 37	78-78	174'
------------------------	-------	------

DEAD END 'A' TO DEAD END 'B'
DE-DE 168'

GRASS
168' X 1.25'
TOP: SDIL
RAKE & SEED



Salvage Scrap Return Method (check one)
 Work Center
 M.R.C. Direct

VOL 0973 PG 0136

(Individual Acknowledgement)

STATE OF PENNSYLVANIA
COUNTY OF

ss

On this _____ day of _____, A.D. 19____

before me, this subscriber, a Notary Public for the State of Pennsylvania, personally appeared the above-named _____

and in due form of law acknowledged the foregoing instrument for the purpose therein contained to be (his) (her) act and deed, and desired the same might be recorded as such.

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

NOTARY PUBLIC

(Corporation Acknowledgement)

STATE OF PENNSYLVANIA
COUNTY OF

ss

On this _____ day of _____, A.D. 19____

before me, this subscriber, a Notary Public for the State of Pennsylvania, personally appeared _____, who acknowledged himself (herself) to be _____

(TITLE)

of _____

(NAME OF CORPORATION)

a corporation, and that he (she) as such _____ being authorized

(TITLE)

to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself (herself) as _____

(TITLE)

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

NOTARY PUBLIC

VOL: 0973 PGO 137

5485

COMMONWEALTH OF PENNSYLVANIA } s.s.
COUNTY OF

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

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

.....
.....
Title of Officer
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA } s.s.
COUNTY OF Montgomery

On this, the 2nd day of February, 19 92, before me
A Notary Public, the undersigned officer, personally appeared
Rev. Edmund J. Dobbin, O.S.A., who acknowledged himself to be the
President of Villanova University, a corporation,
and that he as such President, being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the corporation by himself as President.

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

[Handwritten Signature]
.....
Title of Officer
My Commission Expires:

NOTARIAL SEAL
HARRY E. WISNER, Notary Public
Wayne, Chester County
My Commission Expires Feb. 11, 1995

YOLQ973 PGO138

050523

Gr

**RIGHT OF WAY
Indenture**

From

Villanova University

To

**THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA**

MR. HARRY E. WISE, JR.
Valley Forge Executive Mall
Building 8, Suite 401
Wayne, Pa. 19387

Premises:

Radnor Township
Delaware County

RECORDED OF DEEDS
DELAWARE COUNTY, PA

92 JUL -8 AM 9:18

VOL 0973 PG 0139

→ Popper, Norman & Schaly
1235 W. Locust, Philadelphia
Closing Document No. 3.1(b)

MEMORANDUM OF THIRD SUPPLEMENTAL LEASE

THIS INSTRUMENT is a Memorandum (the "Memorandum") of the Third Supplemental Lease (the "Third Supplemental Lease"), dated as of November 15, 1992, by and between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSOR, and DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Third Supplemental Lease and the date thereof are all as set forth above.

2. This Memorandum is recorded to reflect the amendments and supplements created by the Third Supplemental Lease to that certain Lease, dated as of September 15, 1985 (the "1985 Lease"), amended and supplemented by a Supplemental Lease, dated as of February 15, 1988 (the "Supplemental Lease"), amended and supplemented by a Second Supplemental Lease, dated as of August 1, 1991 (the "Second Supplemental Lease") each between the Lessor and the Lessee (the 1985 Lease, the Supplemental Lease, the Second Supplemental Lease and the Third Supplemental Lease are collectively referred to as the "Lease"), which Lease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by lease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively. A Memorandum of the Second Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 890 at page 835 on October 23, 1991, a Memorandum of the Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 0556 at page 1315 on March 9, 1988 and a Memorandum of the 1985 Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 83 on October 23, 1985.

98 JUN 12 PM 2:31

002547

RECORDED OF DEEDS
DEL. COUNTY

Exhibit A

3603-0707-W
528 E. Lancaster Ave

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 1/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.233 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway; the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr,

A-1

VOL 1045 PG 1303

Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now of late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue north 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of

A-2

VOL 1045 PG 1304

the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and the land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 28 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a

A-3

VOL 1045 PG 1305

point at the intersection of the center line of Ithan Avenue
and the southwest line of the Philadelphia and Western
Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

A-4

VOL 1045 PG 1306

3. A description of the demised premises under the Third Supplemental Lease is set forth in Exhibit A hereto (and attached as Exhibit A to the 1985 Lease, the Supplemental Lease, the Second Supplemental Lease and the Third Supplemental Lease).

4. The Third Supplemental Lease provides for the payment of additional rent under the Lease and continues the term of the Lease to September 1, 2018 unless extended or sooner terminated upon the terms and conditions set forth in the Lease. All other terms, conditions, covenants and agreements of the Lease remain in full force and effect.

5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Lease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the Memorandum of the 1985 Lease, in the Memorandum of the Supplemental Lease and in the Memorandum of the Second Supplemental Lease, each referred to above.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Third Supplemental Lease to be duly executed under seal this 1st day of December, 1992.

Attest:

M. M. [Signature]
Secretary

[SEAL]

Attest:

[Signature]
Secretary

[SEAL]

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

By: *[Signature]*
Vice President for Financial Affairs

DELAWARE COUNTY AUTHORITY

By: *[Signature]*
Chairman

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : :SS

On this, the 1st day of December, 1992, before me, the undersigned notary public personally appeared GARY B. FENNER, who acknowledged being the Vice President for Financial Affairs of Villanova University in the State of Pennsylvania, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that such officer, being authorized to do so, executed the foregoing Memorandum of Third Supplemental Lease for the purposes therein contained by signing the name of such University by such person as such officer.

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

[SEAL]


Notary Public

My Commission Expires

NOTARIAL SEAL
JANE WILCOXX KERN, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires September 4, 1995

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :

:SS

On this, the 1st day of December, 1992, before me the undersigned notary public personally appeared JOHN W. LAWRENCE, M.D., who acknowledged himself to be the Chairman of Delaware County Authority, a body corporate and politic, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Third Supplemental Lease for the purposes therein contained by signing the name of such Authority by such person as such officer.

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

[SEAL]


Notary Public

My Commission Expires:

NOTARIAL SEAL
JANE WILCOX KERN, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires September 4, 1995

REC'D
DELAWARE

002548

93 JAN 12 PM 2:3

(2)

Handwritten: - 1/12/93, The... Secretary

Handwritten: 1751... 1100

Handwritten: J. J. ...

Closing Document No. 3.2(c)

MEMORANDUM OF THIRD SUPPLEMENTAL SUBLEASE

THIS INSTRUMENT is a Memorandum (the "Memorandum") of the Third Supplemental Sublease (the "Third Supplemental Sublease") dated as of November 15, 1992, by and between DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSOR and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Third Supplemental Sublease and the date thereof are all as set forth above.

2. This Memorandum is recorded to reflect the amendments and supplements created by the Third Supplemental Sublease to that certain Sublease, dated as of September 15, 1985 (the "1985 Sublease"), as amended and supplemented by a Supplemental Sublease, dated as of February 15, 1988 (the "Supplemental Sublease"), as amended and supplemented by a Second Supplemental Sublease, dated as of August 1, 1991 (the "Second Supplemental Sublease"), each between the Lessor and the Lessee (the 1985 Sublease, the Supplemental Sublease, the Second Supplemental Sublease and the Third Supplemental Sublease are collectively referred to as the "Sublease"), which Sublease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by sublease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively. A Memorandum of the Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 890 at page 828 on October 23, 1991, a Memorandum of the Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 0556 at page 1321 on March 9, 1988 and a Memorandum of the 1985 Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 90 on October 23, 1985.

VOL1045 PG1310

Exhibit A

36-03-01707 10
527 E. Fair Center Ave

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 1/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.233 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway; the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr,

Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now of late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of Lancaster Avenue; thence with the center line of said Lancaster Avenue north 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of

A-2

VOL 1045 PG 1312

the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and the land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 28 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a

A-3

VOL 1045 PG 1313

point at the intersection of the center line of Ithan Avenue
and the Southwest line of the Philadelphia and Western
Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

A-4

VOL 1045 PG 1314

3. A description of the demised premises under the Third Supplemental Sublease is set forth in Exhibit A hereto (and attached as Exhibit A to the 1985 Sublease, the Supplemental Sublease, the Second Supplemental Sublease and the Third Supplemental Sublease).

4. The Third Supplemental Sublease provides for the payment by the Lessee of additional rentals to the Lessor and continues the term of the Sublease to August 1, 2018 unless extended or sooner terminated upon the terms and conditions set forth in the Sublease. All other terms, conditions, covenants and agreements of the Sublease remain in full force and effect.

5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Sublease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the Memorandum of the 1985 Sublease, the Supplemental Sublease and the Second Supplemental Sublease, each referred to above.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Third Supplemental Sublease to be duly executed under seal this 1st day of December, 1992.

DELAWARE COUNTY
SEAL
Attest:
[Signature]
Secretary

DELAWARE COUNTY AUTHORITY

By: *[Signature]*
Chairman

[Signature]
Secretary

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

By: *[Signature]*
Vice President for Financial Affairs

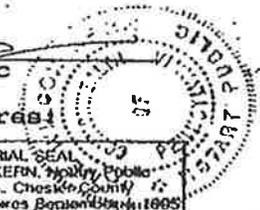
VILLANOVA UNIVERSITY
SEAL
STATE OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 1st day of December, 1992, before me, the undersigned notary public personally appeared GARY B. FENNER, who acknowledged being the Vice President for Financial Affairs of Villanova University in the State of Pennsylvania, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that such officer, being authorized to do so, executed the foregoing Memorandum of Third Supplemental Sublease for the purposes therein contained by signing the name of such University by such person as such officer.

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

[SEAL]

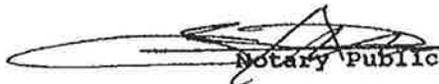

Notary Public
My Commission Expires: 
NOTARIAL SEAL
JANE WILCOX KEFON, Notary Public
Tredyffrin Twp., Chester County, PA
My Commission Expires December 28, 1995

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 1st day of December, 1992, before me the undersigned notary public personally appeared JOHN W. LAWRENCE, M.D., who acknowledged himself to be the Chairman of Delaware County Authority, a body corporate and politic, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Third Supplemental Sublease for the purposes therein contained by signing the name of such Authority by such person as such officer.

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

[SEAL]


Notary Public.

My Commission Expires

NOTARIAL SEAL
JANE W. KERN, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires September 4, 1995

VOL 1045 PG 1317

RECORDER OF DEEDS
DELAWARE CO., PA.

Thomas D. Judge

074111

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Commonwealth of Pennsylvania



Closing Document No. 3.1(b)

GM 30 83

MEMORANDUM OF FOURTH SUPPLEMENTAL LEASE

THIS INSTRUMENT is a Memorandum (the "Memorandum") of the Fourth Supplemental Lease (the "Fourth Supplemental Lease"), dated as of August 1, 1993, by and between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSOR, and DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Fourth Supplemental Lease and the date thereof are all as set forth above.

2. This Memorandum is recorded to reflect the amendments and supplements created by the Fourth Supplemental Lease to that certain Lease, dated as of September 15, 1985 (the "1985 Lease"), amended and supplemented by a Supplemental Lease, dated as of February 15, 1988 (the "Supplemental Lease"), a Second Supplemental Lease, dated as of August 1, 1991 (the "Second Supplemental Lease"), a Third Supplemental Lease, dated as of November 15, 1992 (the "Third Supplemental Lease"), and a Fourth Supplemental Lease, dated as of August 1, 1993 (the "Fourth Supplement Lease"), each between the Lessor and the Lessee (the 1985 Lease, the Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease and the Fourth Supplemental Lease are collectively referred to as the "Lease"), which Lease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by lease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively. A Memorandum of Third Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 1045 at page 1302 on January 12, 1993, a Memorandum of the Second Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 890 at page 835 on October 23, 1991, a Memorandum of the Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 0556 at page 1315 on March 9, 1988 and a Memorandum of the 1985 Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 83 on October 23, 1985.

3. A description of the demised premises under the Fourth Supplemental Lease is set forth in Exhibit A hereto (and attached as Exhibit A to the Fourth Supplemental Lease).

VOL 138 PG 736

EXHIBIT A

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

###

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of

Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

####

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also know as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

####

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a

VOL 1138 PG 738

point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and the land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

###

PREMISES "A" WEST CAMPUS

ALL THAT CERTAIN piece of ground Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described according to a Survey Map made for Villanova University made by Yerkes Associates, Inc. dated 12/29/1988 last revised 5/1/1989 in Plan Case 17 page 458, as follows, to wit:

BEGINNING at a point of intersection of County Line Road and Spring Mill Road thence along Spring Mill Road the 2 following courses and distances (1) South 68 degrees, 21 minutes West, 366.10 feet (2) South 64 degrees, 55 minutes, 40 seconds West 650.55 feet to a point a corner of lands of the Penn Central Railroad; thence along same the 2 following courses and distances: (1) North 50 degrees, 15 minutes, 10 seconds West 771.20 feet (2) North 48 degrees, 25 minutes West 168.40 feet; thence leaving Penn Central Railroad North 66 degrees, 08 minutes, 20 seconds West 582.40 feet; thence the three following courses and distances: (1) South 31 degrees, 34 minutes East 390.54 feet (2) South 25 degrees 17 minutes East 100.00 feet; thence (3) North 67 degrees, 18 minutes East 783.15 feet to a point in the title line of County Line Road; thence along same South 25 degrees 20 minutes East 341.63 feet to first mentioned point and place of beginning.

CONTAINING 14.288 Acres.

WEST CAMPUS

ALL THAT CERTAIN parcel of ground, Situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to a Survey Map made for Villanova University made by Yerkes Associates, Inc. dated 12/29/1988 last revised 5/1/1989 in Plan Case 17 page 458 as follows, to wit:

BEGINNING at a point in the bed of County Line Road the dividing lines of the Counties of Montgomery and Delaware also being a corner of various owners thence extending along County Line Road South 25 degrees 22 minutes East 222.23 feet to a point a corner of lands of Cleaves; thence along same South 66 degrees 19 minutes West 325.0 feet; thence South 23 degrees 41 minutes East along lands of Cleaves and Schwartz 431.76 feet to a point; thence still along lands of Schwartz North 66 degrees 19 minutes East 337.59 feet to a point in the bed of County Line Road; thence along same South 25 degrees 20 minutes East 231.28 feet to a point a corner of land of Hutchinson & Jenkins; thence along same South 74 degrees, 20 minutes West 50.79 feet to a point of curve; thence along arc of a circle curving to the left having a radius of 580.0 feet the arc distance of 117.09 feet to a point of reverse curve; thence along the arc of a circle curving to the right having a radius of 1532.26 feet the arc distance of 144.41 feet to a point; thence the four following courses and distances (1) South 68 degrees 10 minutes West 78.46 feet (2) thence South 10 degrees 50 minutes East 71.00 feet (3) South 26 degrees 30 minutes East 146.66 feet (4) North 67 degrees 18 minutes East 404.56 feet to a point in the title line of County Line Road; thence South 25 degrees 20 minutes East 296.59 feet to a point a corner of lands of the Brothers of St. Augustine; thence along same the four following courses and distances: (1) south 67 degrees, 18 minutes West 783.15 feet (2) North 25 degrees 17 minutes West 100.00 feet (3) North 31 degrees 34 minutes West 390.54 feet (4) South 66 degrees 08 minutes 20 seconds East 582.40 feet to a point in line of lands of the Penn Central Railroad thence the five following courses and distances: (1) North 51 degrees, 39 minutes West 938.87 feet; (2) North 21 degrees, 14 minutes West 175.95 feet; (3) North 31 degrees 18 minutes West 165.25 feet; (4) North 4 degrees 15 minutes West 165.0 feet; (5) North 50 degrees 20 minutes West 79.43 feet to a point a corner of lands of various owners; thence along same the 5 following courses and distances: (1) North 74 degrees, 24 minutes East 1193.0 feet; (2) South 72 degrees, 21 minutes East 336.8 feet; (3) South 36 degrees 14 minutes East 72.7 feet; (4) North 89 degrees 07 minutes East 135.5 feet; (5) North 64 degrees 38 minutes East 347.1 feet to the first mentioned point and place of beginning.

CONTAINING 49.002 acres.

EXCEPTING THEREOUT AND THEREFROM THE FOLLOWING DESCRIBED PARCEL:

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in a survey made by Milton R. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, dated 1/4/1923 as follows, to wit:

BEGINNING at a point in the middle of County Line Road at the distance of 342.20 feet measured along the middle of the road from a spike in the middle line of Spring Mill Road as it leads toward Villanova Station; thence leaving County Line Road by other land of the Villanova College passing over a stone on the side of the Road, South 67 degrees 15 minutes West 400.00 feet to a stone, a corner of land about to be conveyed to Mary Paul Morris; thence by said land mentioned land, North 25 degrees 20 minutes West 100.00 feet to a stone in line of land of Mary Paul Morris; thence by said land, North 67 degrees 15 minutes East 40.00 feet to a stone; thence by said land of Mary Paul Morris about to be conveyed to Marjorie P. M. Brown on the same course continued, the distance of 360.00 feet to the middle of County Line Road; thence along the middle line of County Line Road, South 25 degrees, 20 minutes East 100.00 feet to the place of beginning.

CONTAINING .918 of an acre of land.

PREMISES "B" WEST CAMPUS

ALL THAT CERTAIN lot or piece of ground, Situate in Villanova, in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, dated 1/4/1923 as follows, to wit:

BEGINNING at a point in the middle line of County Line Road, at the distance of 442.20 feet measured Northwestwardly along the middle line of County Line Road from a spike set in the middle of Spring Mill Road; thence leaving the middle line of said County Line Road and extending along other land of George Farnam Brown, etux, South 67 degrees 15 minutes West 360.00 feet to a stone; thence extending by land of Mary Paul Morris the two following courses and distances: (1) North 45 degrees 1 minute East 113.50 feet to a stone; (2) North 67 degrees 15 minutes East 253.00 feet to a point in the middle line of County Line Road; thence extending along the middle line of said County Line Road 25 degrees 20 minutes East 43.00 feet to the first mentioned point and place of beginning.

CONTAINING .302 of an acre of land.

EXCEPTING THEREFROM AND THEREOUT ALL THAT CERTAIN lot or piece of ground Situate in Radnor Township, Delaware County, Pennsylvania, bounded and described according to a Plan of Property made for Paul Wingate by Henry S. Conrey, Inc., Registered Professional Engineers, dated 6/7/1974 as follows, to wit:

BEGINNING at a point in the center line of County Line Road (50 feet wide) said point is at the distance of 485.20 feet measured Northwestwardly along the center line of County Line Road from its point of intersection with the center line of Spring Mill Road; thence extending from said beginning point and crossing the Southwesterly side of County Line Road South 67 degrees 15 minutes West 253.00 feet to a point; thence extending South 45 degrees 01 minute West 113.50 feet to a point; thence extending South 67 degrees 15 minutes West 40.00 feet to a point a corner of lands now or late of Francis B. Morris; thence extending along the same North 26 degrees, 30 minutes West 176.20 feet to a point; thence extending North 67 degrees 15 minutes East and recrossing the Southwesterly side of County Line Road 403.59 feet; thence extending along the same South 25 degrees 20 minutes East 133.00 feet to the first mentioned point and place of beginning.

BEING Lot No. 3 as shown on the above mentioned Plan.

BEING the same premises which Theodore H. Morris, III, Harold H. Morris, Jr. and Richardson Blair, Executors of the Estate of C. Christopher Morris deceased and Theodore H. Morris, III, Harold H. Morris, Jr., Katharine E. Goddard, Anne Morris MacDonald and Cameron MacLeod, Jr., Trustees of the Estate of Theodore H. Morris, deceased by Deed dated 8/25/1978 recorded in Delaware County in Deed Book 2665 page 696 conveyed unto Villanova University.

BEING the same premises which Dean William Roach by Deed dated 4/25/1985 recorded in Delaware County in Volume 232 page 689 conveyed unto Villanova University.

BEING the same premises which Frank W. Hughes and Janet K. Hughes, husband and wife, by Deed dated 2/26/1988 recorded in Delaware County in Volume 554 page 2360 conveyed unto Villanova University.

BEING the same premises which Frank W. Hughes and Janet K. Hughes, husband and wife, by Deed dated 2/26/1988 recorded in Delaware County in

Volume 554 page 2356 conveyed unto Villanova University.

BEING the same premises which Catherine Mather Shober by Deed dated 4/23/1988 recorded in Delaware County in Volume 231 page 1563 conveyed unto Villanova University.

BEING the same premises which Harold H. Morris, Jr. and Eleanor L. Morris husband and wife, by Deed dated 7/31/1981 recorded in Delaware County in Deed Book 2793 page 568 conveyed unto Villanova University.

4. The Fourth Supplemental Lease provides for the payment of additional rent under the Lease and continues and extends the term of the Lease to September 1, 2023 unless extended or sooner terminated upon the terms and conditions set forth in the Lease. All other terms, conditions, covenants and agreements of the Lease remain in full force and effect.

5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Lease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the Memorandum of the 1985 Lease, in the Memorandum of the Supplemental Lease, in the Memorandum of the Second Supplemental Lease and in the Memorandum of the Third Supplemental Lease, each referred to above.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Fourth Supplemental Lease to be duly executed under seal this 26th day of August, 1993.

Attest:

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA



M. Whelan, Ph.D.
Secretary

[SEAL]

By: Larry B. Fenner
Vice President for Financial Affairs

Attest:

DELAWARE COUNTY AUTHORITY

Maurice S. Jackson
Secretary

[SEAL]

By: Robert C. ...
Chairman

VOL 138 PG 0744

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : :SS

On this, the 26th day of August, 1993, before me the undersigned notary public personally appeared ROBERT C. BROD, M.D., who acknowledged himself to be the Chairman of Delaware County Authority, a body corporate and politic, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Fourth Supplemental Lease for the purposes therein contained by signing the name of such Authority by such person as such officer.

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

[SEAL]


Notary Public

My Commission Expires:

NOTARIAL SEAL
JANE WILCOX KERN, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires September 4, 1995

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : :SS

On this, the 26th day of August, 1993, before me, the undersigned notary public personally appeared GARY B. FENNER, who acknowledged being the Vice President for Financial Affairs of Villanova University in the State of Pennsylvania, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that such officer, being authorized to do so, executed the foregoing Memorandum of Fourth Supplemental Lease for the purposes therein contained by signing the name of such University by such person as such officer.

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

[SEAL]


Notary Public

My Commission Expires:

NOTARIAL SEAL
JANE WILCOX KERN, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires September 2, 1995

RECORDER OF DEEDS
DELAWARE CO., PA.

Thomas D. Judas

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Commonwealth of Pennsylvania



Closing Document No. 3.2(c)

GM 30 28

MEMORANDUM OF FOURTH SUPPLEMENTAL SUBLEASE

THIS INSTRUMENT is a Memorandum (the "Memorandum") of the Fourth Supplemental Sublease (the "Fourth Supplemental Sublease") dated as of August 1, 1993, by and between DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSOR and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Fourth Supplemental Sublease and the date thereof are all as set forth above.

2. This Memorandum is recorded to reflect the amendments and supplements created by the Fourth Supplemental Sublease to that certain Sublease, dated as of September 15, 1985 (the "1985 Sublease"), as amended and supplemented by a Supplemental Sublease, dated as of February 15, 1988 (the "Supplemental Sublease"), a Second Supplemental Sublease, dated as of August 1, 1991 (the "Second Supplemental Sublease"), a Third Supplemental Sublease, dated as of November 15, 1992 (the "Third Supplemental Sublease"), and a Fourth Supplemental Sublease, dated as of August 1, 1993 (the "Fourth Supplemental Sublease"), each between the Lessor and the Lessee (the 1985 Sublease, the Supplemental Sublease, the Second Supplemental Sublease, the Third Supplemental Sublease and the Fourth Supplemental Sublease are collectively referred to as the "Sublease"), which Sublease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by sublease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively. A Memorandum of Third Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 1045 at page 1310 on January 12, 1993, a Memorandum of the Second Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 890 at page 835 on October 23, 1991, a Memorandum of the Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 0556 at page 1321 on March 9, 1988 and a Memorandum of the 1985 Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 90 on October 23, 1985.

3. A description of the demised premises under the Fourth Supplemental Sublease is set forth in Exhibit A hereto (and attached as Exhibit A to the Fourth Supplemental Sublease).

VOL 1138 PG 0747

EXHIBIT A

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E. Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 02 minutes East 969.23 feet to an iron pin still in the center of Ithan Avenue; thence extending South 07 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and the land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises from land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 Acres.

###

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the center of Ithan Avenue; thence by the said College land North 58 degrees 08 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate Lands, thence with a Northerly boundary of the said Henry Disston Estate lands, South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue, continuing the same course 24.70 feet to the center of

Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

####

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928, as follows, to wit:

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West, 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along the said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of said Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 Acres, more or less.

####

PREMISES "D"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova, described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distance on the arc of a circle curving to the right and having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East, 721.8 feet to a

point in the division line dividing these premises from the land of Lillie I. W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast, South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and the land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

###

PREMISES "A" WEST CAMPUS

ALL THAT CERTAIN piece of ground Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described according to a Survey Map made for Villanova University made by Yerkes Associates, Inc. dated 12/29/1988 last revised 5/1/1989 in Plan Case 17 page 458, as follows, to wit:

BEGINNING at a point of intersection of County Line Road and Spring Mill Road thence along Spring Mill Road the 2 following courses and distances (1) South 68 degrees, 21 minutes West, 166.10 feet (2) South 64 degrees, 55 minutes, 40 seconds West 650.55 feet to a point a corner of lands of the Penn Central Railroad; thence along same the 2 following courses and distances: (1) North 50 degrees, 15 minutes, 10 seconds West 771.20 feet (2) North 48 degrees, 25 minutes West 168.40 feet; thence leaving Penn Central Railroad North 66 degrees, 08 minutes, 20 seconds West 582.40 feet; thence the three following courses and distances: (1) South 31 degrees, 34 minutes East 390.54 feet (2) South 25 degrees 17 minutes East 100.00 feet; thence (3) North 67 degrees, 18 minutes East 783.15 feet to a point in the title line of County Line Road; thence along same South 25 degrees 20 minutes East 341.63 feet to first mentioned point and place of beginning.

CONTAINING 14.288 Acres.

WEST CAMPUS

ALL THAT CERTAIN parcel of ground, Situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to a Survey Map made for Villanova University made by Yerkes Associates, Inc. dated 12/29/1988 last revised 5/1/1989 in Plan Case 17 page 458 as follows, to wit:

BEGINNING at a point in the bed of County Line Road the dividing lines of the Counties of Montgomery and Delaware also being a corner of various owners thence extending along County Line Road South 25 degrees 22 minutes East 222.23 feet to a point a corner of lands of Cleaves; thence along same South 66 degrees 19 minutes West 325.0 feet; thence South 23 degrees 41 minutes East along lands of Cleaves and Schwartz 431.76 feet to a point; thence still along lands of Schwartz North 66 degrees 19 minutes East 337.59 feet to a point in the bed of County Line Road; thence along same South 25 degrees 20 minutes East 231.28 feet to a point a corner of land of Hutchinson & Jenkins; thence along same South 74 degrees, 20 minutes West 50.79 feet to a point of curve; thence along arc of a circle curving to the left having a radius of 580.0 feet the arc distance of 117.09 feet to a point of reverse curve; thence along the arc of a circle curving to the right having a radius of 1532.26 feet the arc distance of 144.41 feet to a point; thence the four following courses and distances (1) South 68 degrees 10 minutes West 78.46 feet (2) thence South 10 degrees 50 minutes East 71.00 feet (3) South 26 degrees 30 minutes East 146.66 feet (4) North 67 degrees 18 minutes East 404.56 feet to a point in the title line of County Line Road; thence South 25 degrees 20 minutes East 296.59 feet to a point a corner of lands of the Brothers of St. Augustine; thence along same the four following courses and distances: (1) south 67 degrees, 18 minutes West 783.15 feet (2) North 25 degrees 17 minutes West 100.00 feet (3) North 31 degrees 34 minutes West 390.54 feet (4) South 66 degrees 08 minutes 20 seconds East 582.40 feet to a point in line of lands of the Penn Central Railroad thence the five following courses and distances: (1) North 51 degrees, 39 minutes West 938.87 feet; (2) North 21 degrees, 14 minutes West 175.95 feet; (3) North 31 degrees 18 minutes West 165.25 feet; (4) North 4 degrees 15 minutes West 165.0 feet; (5) North 50 degrees 20 minutes West 79.43 feet to a point a corner of lands of various owners; thence along same the 5 following courses and distances: (1) North 74 degrees, 24 minutes East 1193.0 feet; (2) South 72 degrees, 21 minutes East 336.8 feet; (3) South 36 degrees 14 minutes East 72.7 feet; (4) North 89 degrees 07 minutes East 135.5 feet; (5) North 64 degrees 18 minutes East 347.1 feet to the first mentioned point and place of beginning.

CONTAINING 49.002 acres.

EXCEPTING THEREOUT AND THEREFROM THE FOLLOWING DESCRIBED PARCEL:

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in a survey made by Milton R. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, dated 1/4/1923 as follows, to wit:

BEGINNING at a point in the middle of County Line Road at the distance of 342.20 feet measured along the middle of the road from a spike in the middle line of Spring Mill Road as it leads toward Villanova Station; thence leaving County Line Road by other land of the Villanova College passing over a stone on the side of the Road, South 67 degrees 15 minutes West 400.00 feet to a stone, a corner of land about to be conveyed to Mary Paul Morris; thence by said land mentioned land, North 25 degrees 20 minutes West 100.00 feet to a stone in line of land of Mary Paul Morris; thence by said land, North 67 degrees 15 minutes East 40.00 feet to a stone; thence by said land of Mary Paul Morris about to be conveyed to Marjorie P. M. Brown on the same course continued, the distance of 360.00 feet to the middle of County Line Road; thence along the middle line of County Line Road, South 25 degrees, 20 minutes East 100.00 feet to the place of beginning.

CONTAINING .918 of an acre of land.

VOL 1138 PG 0751

-4-

PREMISES "B" WEST CAMPUS

ALL THAT CERTAIN lot or piece of ground, Situate in Villanova, in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, dated 1/4/1923 as follows, to wit:

BEGINNING at a point in the middle line of County Line Road, at the distance of 442.20 feet measured Northwestwardly along the middle line of County Line Road from a spike set in the middle of Spring Mill Road; thence leaving the middle line of said County Line Road and extending along other land of George Farnam Brown, etux, South 67 degrees 15 minutes West 360.00 feet to a stone; thence extending by land of Mary Paul Morris the two following courses and distances: (1) North 45 degrees 1 minute East 113.50 feet to a stone; (2) North 67 degrees 15 minutes East 253.00 feet to a point in the middle line of County Line Road; thence extending along the middle line of said County Line Road 25 degrees 20 minutes East 43.00 feet to the first mentioned point and place of beginning.

CONTAINING .302 of an acre of land.

EXCEPTING THEREFROM AND THEREOUT ALL THAT CERTAIN lot or piece of ground Situate in Radnor Township, Delaware County, Pennsylvania, bounded and described according to a Plan of Property made for Paul Wingate by Henry S. Conrey, Inc., Registered Professional Engineers, dated 6/7/1974 as follows, to wit:

BEGINNING at a point in the center line of County Line Road (50 feet wide) said point is at the distance of 485.20 feet measured Northwestwardly along the center line of County Line Road from its point of intersection with the center line of Spring Mill Road; thence extending from said beginning point and crossing the Southwesterly side of County Line Road South 67 degrees 15 minutes West 253.00 feet to a point; thence extending South 45 degrees 01 minute West 113.50 feet to a point; thence extending South 67 degrees 15 minutes West 40.00 feet to a point a corner of lands now or late of Francis B. Morris; thence extending along the same North 26 degrees, 30 minutes West 176.20 feet to a point; thence extending North 67 degrees 15 minutes East and recrossing the Southwesterly side of County Line Road 403.59 feet; thence extending along the same South 25 degrees 20 minutes East 133.00 feet to the first mentioned point and place of beginning.

BEING Lot No. 3 as shown on the above mentioned Plan.

BEING the same premises which Theodore H. Morris, III, Harold H. Morris, Jr. and Richardson Blair, Executors of the Estate of C. Christopher Morris deceased and Theodore H. Morris, III, Harold H. Morris, Jr., Katharine E. Goddard, Anne Morris MacDonald and Cameron MacLeod, Jr., Trustees of the Estate of Theodore H. Morris, deceased by Deed dated 8/25/1978 recorded in Delaware County in Deed Book 2665 page 696 conveyed unto Villanova University.

BEING the same premises which Dean William Roach by Deed dated 4/25/1985 recorded in Delaware County in Volume 232 page 689 conveyed unto Villanova University.

BEING the same premises which Frank W. Hughes and Janet K. Hughes, husband and wife, by Deed dated 2/26/1988 recorded in Delaware County in Volume 554 page 2360 conveyed unto Villanova University.

BEING the same premises which Frank W. Hughes and Janet K. Hughes, husband and wife, by Deed dated 2/26/1988 recorded in Delaware County in

Volume 554 page 2356 conveyed unto Villanova University.

BEING the same premises which Catherine Mather Shober by Deed dated 4/23/1988 recorded in Delaware County in Volume 231 page 1563 conveyed unto Villanova University.

BEING the same premises which Harold H. Morris, Jr. and Eleanor L. Morris husband and wife, by Deed dated 7/31/1981 recorded in Delaware County in Deed Book 2793 page 568 conveyed unto Villanova University.

4. The Fourth Supplemental Sublease provides for the payment by the Lessee of additional rentals to the Lessor and continues and extends the term of the Sublease to August 1, 2023 unless extended or sooner terminated upon the terms and conditions set forth in the Sublease. All other terms, conditions, covenants and agreements of the Sublease remain in full force and effect.

5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Sublease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the Memorandum of the 1985 Sublease, in the Memorandum of the Supplemental Sublease, in the Memorandum of the Second Supplemental Sublease and in the Memorandum of the Third Supplemental Sublease, each referred to above.

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Fourth Supplemental Sublease to be duly executed under seal this 26th day of August, 1993.

Attest:

DELAWARE COUNTY AUTHORITY

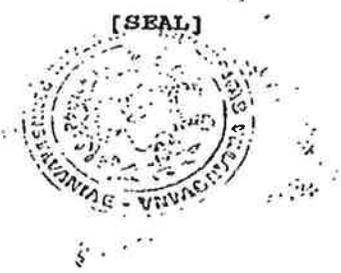
 *[Signature]*
Secretary

By: *[Signature]*
Chairman

[Signature]
Secretary

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

By: *[Signature]*
Vice President for Financial Affairs

[SEAL]


COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 26th day of August, 1993, before me the undersigned notary public personally appeared ROBERT C. BROD, M.D., who acknowledged himself to be the Chairman of Delaware County Authority, a body corporate and politic, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Fourth Supplemental Sublease for the purposes therein contained by signing the name of such Authority by such person as such officer.

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

[SEAL]


Notary Public
My Commission Expires:

NOTARIAL SEAL
JANE WILCOX KERN, Notary Public
Tredykin Twp. Chester County
My Commission Expires September 4, 1995

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 21st day of August, 1993, before me, the undersigned notary public personally appeared GARY B. FENNER, who acknowledged being the Vice President for Financial Affairs of Villanova University in the State of Pennsylvania, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that such officer, being authorized to do so, executed the foregoing Memorandum of Fourth Supplemental Sublease for the purposes therein contained by signing the name of such University by such person as such officer.

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

[SEAL]


Notary Public

My Commission Expires: 12/23/93

NOTARIAL SEAL
JANE WILCOX KERN, Notary Public
Tredyffrin Twp., Chester County, PA
My Commission Expires September 4, 1993

RECORDER OF DEEDS
DELAWARE COUNTY

056836

94 JUN 27 PM 2:35

RW-355 (2-83)
(Destroy Previous Editions)

FED. PROJ. NO.	N/A
COUNTY	Delaware
CITY-BORO-TWP.	Radnor Township
L.R.-SEC.	S.R. 0030 Sect. PED
CL. NO.	
CLAIMANT(S)	Villanova University

DM
H.F.
28.00
113.00



DEED OF EASEMENT
(No Monetary Consideration)



[Handwritten signature]

THIS INDENTURE, made the 18th day of March, 1994
by Villanova University

owner(s) of property affected by the construction or improvement of the above mentioned Legislative Route,
its heirs, executors, administrators, successors and/or assigns, hereinafter,
whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH have not filed a plan in the
Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the
above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will
convey to the COMMONWEALTH an easement for highway purposes unlimited in vertical dimension and such
lesser estate(s) as designated, if any, from the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the benefits to the property of the GRANTOR, the GRANTOR
does hereby grant and convey to the COMMONWEALTH an easement for highway purposes unlimited in vertical
dimension from that portion of the aforesaid property designated as required right-of-way on the plot plan attached
hereto and made a part hereof; and those areas, if any, designated as required for other than right-of-way in the ease-
ment(s) identified by the plot plan, being a portion of the property conveyed or devised to the GRANTOR
by deed of the Brothers of the Order of Hermits of
Saint Augustine.

dated December 30, 1848 recorded in deed book B-2 page 60.

together with the improvements, hereditaments and appurtenances to the said easement(s), except those which
may have been agreed to be retained by the GRANTOR.

Provided, however that the GRANTOR shall retain the right to deep mine minerals, including
removal of gas and oil by means of wells located off the right-of-way, from a minimum depth to be determined
by the COMMONWEALTH.

The GRANTOR does further remise, release, quitclaim and forever discharge the COMMON-
WEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from
all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert
under the provisions of the Eminent Domain Code, Act of June 22, 1964, P.L. 84, as amended, (26 P.S. 1-101
et seq.), for or on account of any injury to or destruction of the aforesaid property of the GRANTOR through
or by reason of the aforesaid highway construction or improvements.

Further, the GRANTOR does acknowledge that he has been fully informed by the COMMON-
WEALTH of his right to the payment of just compensation for the taking of the herein described easement(s),
and that he does hereby waive such right.

1271 PG0053

LEGAL DESCRIPTION OF RIGHT-OF-WAY AREA TO BE DEDICATED

VILLANOVA UNIVERSITY

REQUIRED RIGHT-OF-WAY AREA 1

ALL THAT CERTAIN lot or piece of land situated in the Township of Radnor in the County of Delaware and State of Pennsylvania, beginning at a point on the northern legal right-of-way line (33 foot half width) of State Route 30 (also known as Lancaster Avenue) at a point seven hundred seventy five feet (775') west of the centerline of Ithan Avenue (a Township road); thence extending eastward along an arc curving to the right with a radius of two thousand eighteen and zero one-hundredths feet (2018.00') four hundred forty seven and twenty nine one-hundredths feet (447.29') to a point; thence extending along an arc curving to the right with a radius of two thousand five hundred ninety and forty nine one-hundredths feet (2590.49') two hundred eight and fifty six one-hundredths feet (208.56') to a point; thence extending N 29°47'22" E nine and zero one-hundredths feet (9.00') to a point; thence extending S 61°08'49" E one hundred nineteen and eighty five one-hundredths feet (119.85') to a point; thence extending S 33°55'56" E ten and zero one hundredths feet (10.00') to a point on the aforementioned legal right-of-way line; thence extending along said right-of-way line S 56°04'04" W three and five one-hundredths feet (3.05') to a point; thence continuing along said right-of-way line along an arc curving to the right with a radius of thirty and zero one-hundredths feet (30.00') thirty four and fifty one one-hundredths feet (34.51') to a point; thence continuing along said right-of-way line along an arc curving to the left with a radius of two thousand five hundred seventy nine and forty nine one-hundredths feet (2579.49') seven hundred fifty two and ninety seven one-hundredths feet (752.97') to the point and place of beginning.

Containing 8216 square feet in area, to be dedicated to the Pennsylvania Department of Transportation.

LEGAL DESCRIPTION OF RIGHT-OF-WAY AREA TO BE DEDICATED

VILLANOVA UNIVERSITY

REQUIRED RIGHT-OF-WAY AREA 2

ALL THAT CERTAIN lot or piece of land situated in the Township of Radnor in the County of Delaware and State of Pennsylvania, beginning at a point on the northern legal right-of-way line (33 foot half width) of State Route 30 (also known as Lancaster Avenue) at a point seven hundred twelve feet (712') east of the centerline of Ithan Avenue (a Township road); thence extending along said right-of-way line N 49°20'00" W three hundred fifty nine and fifty one one-hundredths (359.51') to a point; thence continuing along said right-of-way line along an arc curving to the left with a radius of two thousand five hundred seventy nine and forty nine one-hundredths (2579.49') to a point; thence continuing along said right-of-way line along an arc curving to the right with a radius of twenty five and zero one-hundredths feet (25.00') forty one and thirty six one-hundredths feet (41.36') to the point; thence extending N 56°04'04" E ninety one and ninety two one-hundredths feet (91.92') to a point; thence extending back toward State Route 30 along an arc curving to the left with a radius of thirty and zero one-hundredths feet (30.00') fifty eight and thirty one one-hundredths feet (58.31') to a point; thence extending along an arc curving to the right with a radius of two thousand five hundred ninety and forty nine one-hundredths feet (2590.49') two hundred three and ten one-hundredths feet (203.10') to a point; thence extending along an arc curving to the right with a radius of four thousand seven hundred fifty four and forty two one-hundredths feet (4754.42') four hundred and forty five one-hundredths feet (400.45') to the point and place of beginning.

Containing 6417 square feet in area, to be dedicated to the Pennsylvania Department of Transportation.

LEGAL DESCRIPTION OF RIGHT-OF-WAY AREA TO BE DEDICATED

VILLANOVA UNIVERSITY

REQUIRED RIGHT-OF-WAY AREA 3

ALL THAT CERTAIN lot or piece of land situated in the Township of Radnor in the County of Delaware and State of Pennsylvania, beginning at a point on the southern legal right-of-way line (33 foot half width) of State Route 30 (also known as Lancaster Avenue) at a point one hundred forty nine feet (149') west of the centerline of Ithan Avenue (a Township road); thence extending along said right-of-way line eastward along an arc curving to the right with a radius of two thousand five hundred thirteen and forty nine one-hundredths feet (2513.49') sixty four and thirty five one-hundredths feet (64.35') to a point; thence continuing along said right-of-way line along an arc curving to the right with a radius of twenty five and zero one-hundredths feet (25.00') fifty and sixty three one-hundredths feet (50.63') to a point; thence extending N 33°05'03" W four and fifty five one-hundredths feet (4.55') to a point; thence extending N 03°27'04" W twenty two and eighty five one-hundredths feet (22.85') to a point; thence extending along an arc curving to the left with a radius of two thousand five hundred four and forty nine one-hundredths feet (2504.49') seventy three and seventy six one-hundredths feet (73.76') to a point; thence extending N 29°13'36" E nine and zero one-hundredths feet (9.00') to the point and place of beginning.

Containing 879 square feet in area, to be dedicated to the Pennsylvania Department of Transportation.

LEGAL DESCRIPTION OF RIGHT-OF-WAY AREA TO BE DEDICATED

VILLANOVA UNIVERSITY

REQUIRED RIGHT-OF-WAY FOR TOWNSHIP ROAD AREA 2

ALL THAT CERTAIN lot or piece of land situated in the Township of Radnor in the County of Delaware and State of Pennsylvania, beginning at a point on the western legal right-of-way line (25 foot half width) of Ithan Avenue (a Township road) at its intersection with the northern legal right-of-way line of State Route 30 (also known as Lancaster Avenue) thence extending along the common right-of-way line of Route 30 and Ithan Avenue N 33°55'56" W ten and zero one-hundredths feet (10.00') to a point; thence extending N 57°12'45" E two hundred fifty two and thirty five one-hundredths feet (252.35') to a point; thence extending S 33°55'56" E ten and zero one-hundredths feet (10.00') to a point on the western right-of-way line of Ithan Avenue, thence extending along said right-of-way line S 56°04'04" W one hundred twenty four and sixty two one-hundredths feet (124.62') to a point; thence continuing along said right-of-way line N 33°55'56" W five and zero one-hundredths feet (5.00') to a point; thence continuing along said right-of-way line S 56°04'04" W one hundred twenty seven and sixty eight one-hundredths feet (127.68') to the point and place of beginning.

Containing 2521 square feet in area, to be dedicated to the Township of Radnor.

LEGAL DESCRIPTION OF RIGHT-OF-WAY AREA TO BE DEDICATED

VILLANOVA UNIVERSITY

REQUIRED RIGHT-OF-WAY FOR TOWNSHIP ROAD AREA 3

ALL THAT CERTAIN lot or piece of land situated in the Township of Radnor in the County of Delaware and State of Pennsylvania, beginning at a point on the eastern legal right-of-way line (25 foot half width) of Ithan Avenue (a Township road) at a point one hundred seventy five feet (175') north of the centerline of Route 30 (also known as Lancaster Avenue) thence extending along said right-of-way line N 33°55'56" W five and zero one-hundredths feet (5.00') to a point; thence continuing along said right-of-way line N 56°04'04" E ninety nine and sixty three one-hundredths feet (99.63') to a point; thence extending S 53°11'41" W ninety nine and seventy five one-hundredths feet (99.75') to the point and place of beginning.

Containing 249 square feet in area, to be dedicated to the Township of Radnor.

LEGAL DESCRIPTION OF SLOPE EASEMENT AREA TO BE GRANTED

VILLANOVA UNIVERSITY

SLOPE EASEMENT AREA 1

ALL THAT CERTAIN lot or piece of land situated in the Township of Radnor in the County of Delaware and State of Pennsylvania, beginning at a point on the required right-of-way line of State Route 30 (also known as Lancaster Avenue) at a point seven hundred and thirty seven feet (737') west of the centerline of Ithan Avenue (a Township road); thence extending eastward along an arc curving to the right with a radius of two hundred and zero one-hundredths feet (200.00') fifty eight and eighty nine one-hundredths feet (58.89') to a point; thence extending S 73°08'50" E one hundred fifty two and ninety one-hundredths feet (152.90') to a point; thence extending S 70°53'40" E fifty one and six one-hundredths feet (51.06') to a point; thence extending S 63°02'28" E fifty one and seventeen one-hundredths feet (51.17') to a point; thence extending eastward along an arc curving to the right with a radius of two thousand five hundred ninety five and forty nine one-hundredths feet (2595.49') three hundred five and eighty one-hundredths feet (305.80') to a point on the required right-of-way line of State Route 30; thence continuing along said right-of-way line S 29°47'22" W nine and zero one-hundredths feet (9.00') to a point; thence continuing along said right-of-way line westward along an arc curving to the left with a radius of two thousand five hundred ninety and forty nine one-hundredths feet (2590.49') two hundred eight and fifty six one-hundredths feet (208.56') to a point; thence continuing along said right-of-way line along an arc curving to the left with a radius of two thousand eighteen and zero one-hundredths feet (2018.00') four hundred forty seven and twenty nine one-hundredths feet (447.29') to the point and place of beginning.

Containing 3881 square feet in area. Said easement to be granted to the Pennsylvania Department of Transportation.

LEGAL DESCRIPTION OF SLOPE EASEMENT AREA TO BE GRANTED

VILLANOVA UNIVERSITY

SLOPE EASEMENT AREA 2

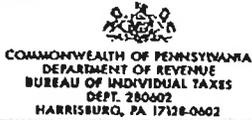
ALL THAT CERTAIN lot or piece of land situated in the Township of Radnor in the County of Delaware and State of Pennsylvania, beginning at a point on the required right-of-way line of State Route 30 (also known as Lancaster Avenue) at a point three hundred and seven feet (307') east of the intersection of the centerline of Ithan Avenue (a Township road); thence extending westward along said right-of-way line along an arc curving to the left with a radius of two thousand five hundred ninety and forty nine one-hundredths feet (2590.49') two hundred three and ten one-hundredths feet (203.10') to a point; thence continuing along said right-of-way line along an arc curving to the right with a radius of thirty and zero one-hundredths feet (30.00') fifty eight and thirty one one-hundredths feet (58.31') to a point; thence extending N 56°04'04" E three and sixty five one-hundredths feet (3.65') to a point; thence extending southward along an arc curving to the left with a radius of forty three and zero one-hundredths feet (43.00') sixty two and twenty five one-hundredths feet (62.25') to a point; thence extending S 52°14'51" E two hundred six and forty eight one-hundredths feet (206.48') to a point; thence extending S 40°00'10" W four and zero one-hundredths feet (4.00') to the point and place of beginning.

Containing 1257 square feet in area. Said easement to be granted to the Pennsylvania Department of Transportation.

Villanova Univeristy
800 Lancaster Ave.

		<i>Amount. Value.</i>
36-04	02400-10	10015300
36-04	02400-11	100000
36-04	02400-00	1000
36-04	02396-00	1000
36-04	02406-00	21000

REV-163 OF (12-89)



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	1271
Page Number	0053
Date Recorded	6/27/94

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	Commonwealth of Pennsylvania Department of Transportation		Telephone Number:	
Street Address	200 Radnor-Chester Road	City	St. Davids	State
		Area Code (215)	PA	Zip Code
				19087

B. TRANSFER DATA

Grantor(s)/Lessor(s)	VILLANOVA UNIVERSITY		Grantee(s)/Lessee(s)	Pennsylvania Department of Transportation	
Street Address	800 Lancaster Ave		Street Address	200 Radnor-Chester Road	
City	State	Zip Code	City	State	Zip Code
Villanova	PA	19085	St. Davids	PA	19087

C. PROPERTY LOCATION

Street Address	800 Lancaster Ave		City, Township, Borough	Radnor	
County	School District	Tax Parcel Number			
Delaware	Radnor	See attached			

D. VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
	+	=
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
SEE ATTACHED	X 2.0126	=

E. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed

2. Check Appropriate Box Below for Exemption Claimed

- Will or Intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective deed (Attach copy of the prior deed).
- Statutory corporate consolidation, merger or division. (Attach copy of articles).
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
Mary Capaccio	

(SEE REVERSE)

1271 00063

RW-365

IN WITNESS WHEREOF The GRANTOR HAS executed or caused to be executed these presents, Intending to be legally bound thereby.

INDIVIDUAL OR PARTNERSHIP

Witness lines with (SEAL) labels for individual or partnership.

CORP., ASSOC., CLUB, ETC.

X I attest to the signature of the officer who has executed this deed and certify that execution hereof has been duly authorized, by the

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA CORPORATION, ASSOCIATION, CLUB, ETC.

Signature of Marshall Whelan, Ph.D., Secretary

Signature of Edmund J. Dobbin, President

INDIVIDUAL(S), ASSOCIATION, CLUB, etc. COMMONWEALTH OF PENNSYLVANIA: COUNTY OF On before me, the undersigned Officer, personally appeared known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that executed the same.

CORPORATION COMMONWEALTH OF PENNSYLVANIA: COUNTY OF DELAWARE On April 27, 1994 before me, the undersigned officer, personally appeared Rev. Edmund J. Dobbin, O.S.A., who acknowledged himself to be the President of Villanova University in the State of Pennsylvania a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation.

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

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

(SEAL)

Notary Public My Commission Expires:

Notary Seal: Susanna M. P. Kelly, Notary Public, Radnor, Pa., Delaware County, My Commission Expires May 10, 1997

Signature of Notary Public Susanna M. Kelly

COMMONWEALTH OF PENNSYLVANIA: COUNTY OF Recorded in the Office for Recording of Deeds in and for aforesaid County in Deedbook Page Witness my hand and seal of Office on

I certify that, upon recording, the within instrument should be mailed to:

Right-of-Way Administrator Pennsylvania Department of Transportation

Agent for Commonwealth of Pennsylvania Department of Transportation

Recorder of Deeds

01 1271 00064

RECORDER OF DEEDS
DELAWARE COUNTY

026257

95 MAY 25 AM 10:38

Commonwealth Land Transfer Co.

Suite 106
200 Eagle Rd., Bldg. #2
Wayne, Pa. 19087

D-125191
Closing Document No. 3.01(b)

30.00
AMB/DC

MEMORANDUM OF FIFTH SUPPLEMENTAL LEASE

THIS INSTRUMENT is a Memorandum (the "Memorandum") of the Fifth Supplemental Lease (the "Fifth Supplemental Lease"), dated as of May 1, 1995, by and between VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSOR, and DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Fifth Supplemental Lease and the date thereof are all as set forth above.

2. This Memorandum is recorded to reflect the amendments and supplements created by the Fifth Supplemental Lease to that certain Lease, dated as of September 15, 1985 (the "1985 Lease"), as previously amended and supplemented by a Supplemental Lease dated as of February 15, 1988 (the "Supplemental Lease"), a Second Supplemental Lease dated as of August 1, 1991 (the "Second Supplemental Lease"), a Third Supplemental Lease dated as of November 15, 1992 (the "Third Supplemental Lease"), and a Fourth Supplemental Lease dated as of August 1, 1993 (the "Fourth Supplement Lease"), each between the Lessor and the Lessee (the 1985 Lease, the Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Fourth Supplemental Lease and the Fifth Supplemental Lease are collectively referred to as the "Lease"), which Lease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by lease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively. A Memorandum of the Fourth Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 1138 at page 0736 on August 26, 1993. A Memorandum of Third Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 1045 at page 1302 on January 12, 1993. A Memorandum of the Second Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 890 at page 835 on October 23, 1991. A Memorandum of the Supplemental Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 0556 at page 1315 on March 9, 1988 and a Memorandum of the 1985 Lease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 83 on October 23, 1985.

VOLUME 064 PAGE 0325

DESCRIPTION and RECITAL

PREMISES "A" WEST CAMPUS

ALL THAT CERTAIN piece of ground situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described according to a Survey Map made for Villanova University made by Yerkes Associates, Inc. dated 12/29/1988 last revised 5/1/1989 in Plan Case 17 page 458, as follows, to wit:

BEGINNING at a point of intersection of County Line Road and Spring Mill Road thence along Spring Mill Road the 2 following courses and distances (1) South 68 degrees, 21 minutes West, 366.10 feet (2) South 64 degrees, 55 minutes, 40 seconds West 650.55 feet to a point a corner of lands of the Penn Central Railroad; thence along same the 2 following courses and distances: (1) North 50 degrees, 15 minutes, 10 seconds West 771.20 feet (2) North 48 degrees, 25 minutes West 168.40 feet; thence leaving Penn Central Railroad North 66 degrees, 08 minutes, 20 seconds West 582.40 feet; thence the three following courses and distances: (1) South 31 degrees, 34 minutes East 390.54 feet (2) South 25 degrees 17 minutes East 100.00 feet; thence (3) North 67 degrees, 18 minutes East 783.15 feet to a point in the title line of County Line Road; thence along same South 25 degrees 20 minutes East 341.63 feet to first mentioned point and place of beginning.

CONTAINING 14.288 Acres.

36-02-00961-10

WEST CAMPUS

ALL THAT CERTAIN parcel of ground, Situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to a Survey Map made for Villanova University made by Yerkes Associates, Inc. dated 12/29/1988 last revised 5/1/1989 in Plan Case 17 page 458 as follows, to wit:

BEGINNING at a point in the bed of County Line Road the dividing lines of the Counties of Montgomery and Delaware also being a corner of various owners thence extending along County Line Road South 25 degrees 22 minutes East 222.23 feet to a point a corner of lands of Cleaves; thence along same South 66 degrees 19 minutes West 328.0 feet; thence South 23 degrees 41 minutes East along lands of Cleaves and Schwartz 431.76 feet to a point; thence still along lands of Schwartz North 66 degrees 19 minutes East 337.59 feet to a point in the bed of County Line Road; thence along same South 25 degrees 20 minutes East 231.28 feet to a point a corner of land of Hutchinson & Jenkins; thence along same South 74 degrees, 20 minutes West 50.79 feet to a point of curve; thence along arc of a circle curving to the left having a radius of 580.0 feet the arc distance of 117.09 feet to a point of reverse curve; thence along the arc of a circle curving to the right having a radius of 1532.26 feet the arc distance of 144.41 feet to a point; thence the four following courses and distances (1) South 68 degrees 10 minutes West 78.46 feet (2) thence South 10 degrees 50 minutes East 71.00 feet (3) South 26 degrees 30 minutes East 146.66 feet (4) North 67 degrees 18 minutes East 404.56 feet

VOL 064 PG 0326

to a point in the title line of County Line Road; thence South 25 degrees 20 minutes East 296.59 feet to a point a corner of lands of the Brothers of St. Augustine; thence along same the four following courses and distances: (1) south 67 degrees, 18 minutes West 783.15 feet (2) North 25 degrees 17 minutes West 100.00 feet (3) North 31 degrees 34 minutes West 390.54 feet (4) South 66 degrees 08 minutes 20 seconds East 582.40 feet to a point in line of lands of the Penn Central Railroad thence the five following courses and distances: (1) North 51 degrees, 39 minutes West 938.87 feet; (2) North 21 degrees, 14 minutes West 175.95 feet; (3) North 31 degrees 18 minutes West 165.25 feet; (4) North 4 degrees 15 minutes West 165.0 feet; (5) North 50 degrees 20 minutes West 79.43 feet to a point a corner of lands of various owners; thence along same the 5 following courses and distances: (1) North 74 degrees, 24 minutes East 1193.0 feet; (2) South 72 degrees, 21 minutes East 336.8 feet; (3) South 36 degrees 14 minutes East 72.7 feet; (4) North 89 degrees 07 minutes East 135.5 feet; (5) North 64 degrees 38 minutes East 347.1 feet to the first mentioned point and place of beginning.

CONTAINING 49.002 acres.

EXCEPTING THEREOUT AND THEREFROM THE FOLLOWING DESCRIBED PARCEL:

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in a survey made by Milton R. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, dated 1/4/1923 as follows, to wit:

BEGINNING at a point in the middle of County Line Road at the distance of 342.20 feet measured along the middle of the road from a spike in the middle line of Spring Mill Road as it leads toward Villanova Station; thence leaving County Line Road by other land of the Villanova College passing over a stone on the side of the Road, South 67 degrees 15 minutes West 400.00 feet to a stone, a corner of land about to be conveyed to Mary Paul Morris; thence by said land mentioned land, North 25 degrees 20 minutes West 100.00 feet to a stone in line of land of Mary Paul Morris; thence by said land, North 67 degrees 15 minutes East 40.00 feet to a stone; thence by said land of Mary Paul Morris about to be conveyed to Marjorie P. M. Brown on the same course continued, the distance of 360.00 feet to the middle of County Line Road; thence along the middle line of County Line Road, South 25 degrees, 20 minutes East 100.00 feet to the place of beginning.

CONTAINING .918 of an acre of land.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, Situate in Villanova, in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, dated 1/4/1923 as follows, to wit:

BEGINNING at a point in the middle line of County Line Road, at the

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distance of 442.20 feet measured Northwestwardly along the middle line of County Line Road from a spike set in the middle of Spring Mill Road; thence leaving the middle line of said County Line Road and extending along other land of George Farnam Brown, etux, South 67 degrees 15 minutes West 360.00 feet to a stone; thence extending by land of Mary Paul Morris the two following courses and distances: (1) North 45 degrees 1 minute East 113.50 feet to a stone; (2) North 67 degrees 15 minutes East 253.00 feet to a point in the middle line of County Line Road; thence extending along the middle line of said County Line Road 25 degrees 20 minutes East 43.00 feet to the first mentioned point and place of beginning.

CONTAINING .302 of an acre of land.

EXCEPTING THEREFROM AND THEREOUT ALL THAT CERTAIN lot or piece of ground situate in Radnor Township, Delaware County, Pennsylvania, bounded and described according to a Plan of Property made for Paul Wingate by Henry S. Conroy, Inc., Registered Professional Engineers, dated 6/7/1974 as follows, to wit:

BEGINNING at a point in the center line of County Line Road (50 feet wide) said point is at the distance of 485.20 feet measured Northwestwardly along the center line of County Line Road from its point of intersection with the center line of Spring Mill Road; thence extending from said beginning point and crossing the Southwesterly side of County Line Road South 67 degrees 15 minutes West 253.00 feet to a point; thence extending South 45 degrees 01 minute West 113.50 feet to a point; thence extending South 67 degrees 15 minutes West 40.00 feet to a point a corner of lands now or late of Francis B. Morris; thence extending along the same North 26 degrees, 30 minutes West 176.20 feet to a point; thence extending North 67 degrees 15 minutes East and recrossing the Southwesterly side of County Line Road 403.59 feet; thence extending along the same South 25 degrees 20 minutes East 133.00 feet to the first mentioned point and place of beginning.

BEING Lot No. 3 as shown on the above mentioned Plan.

PREMISES "B" EAST CAMPUS

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the Property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

VOL 364 PG 328

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 2 minutes East 969.23 feet to an iron pin still in the center line of Ithan Avenue; thence extending South 7 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises land of Lillia I. W. Baker adjoining to the Southeast South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue, also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 acres.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pa., November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the

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center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the center line of Ithan Avenue; thence by the said College land North 58 degrees 8 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate lands; thence with a Northerly boundary of the said Henry Disston Estate lands South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware ad State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa., on 10/8/1928 as follows, to wit:

-BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 acres, more or less

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distances

RECORD 01364

on the arc of a circle curving to the right having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East 721.8 feet to a point in the division line dividing these premises from the land of Lillie I.W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

PARCEL #S 36-04-02400-00
36-02-00961-10 ✓
36-02-00935-00
36-02-00936-00
36-02-00937-00
36-02-00938-00
36-02-00939-00

YONKERS RECORDS

3. A description of the demised premises under the Fifth Supplemental Lease is set forth in Exhibit A hereto (and attached as Exhibit A to the Fifth Supplemental Lease).

4. The Fifth Supplemental Lease provides for the payment of additional rent under the Lease and continues and extends the term of the Lease to September 1, 2025 unless extended or sooner terminated upon the terms and conditions set forth in the Lease. All other terms, conditions, covenants and agreements of the Lease remain in full force and effect.

5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Lease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the Memorandum of the 1985 Lease, in the Memorandum of the Supplemental Lease, in the Memorandum of the Second Supplemental Lease, in the Memorandum of the Third Supplemental Lease and in the Memorandum of the Fourth Supplemental Lease, each referred to above.

YOU SEE PAGE 0332

IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Fifth Supplemental Lease to be duly executed under seal this 25th day of May, 1995.

Attest:

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

Margaret Wilson
Secretary

By: *Ray B. Ferris*
Vice President for Financial Affairs

[SEAL]

Attest:

DELAWARE COUNTY AUTHORITY

William A. Mackay
Secretary

By: *W. A. Mackay*
Chairman

[SEAL]

V00066 P80000

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : 188

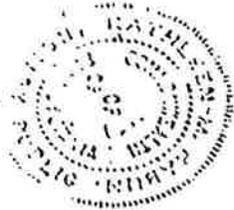
On this, the 25th day of May, 1995, before me the undersigned notary public personally appeared ROBERT C. BROD, M.D., who acknowledged himself to be the Chairman of Delaware County Authority, a body corporate and politic, and that as such officer, being authorized to do so, executed the foregoing Memorandum of Fifth Supplemental Lease for the purposes therein contained by signing the name of such Authority by such person as such officer.

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

[SEAL]

Kathleen M. Rabun
Notary Public

My Commission Expires:



NOTARIAL SEAL
KATHLEEN M. RABUN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec 21, 1998

YOUNGER BROS.

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : :88

On this, the 25th day of May, 1995, before me, the undersigned notary public personally appeared GARY B. FENNER, who acknowledged being the Vice President for Financial Affairs of Villanova University in the State of Pennsylvania, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that such officer, being authorized to do so, executed the foregoing Memorandum of Fifth Supplemental Lease for the purposes therein contained by signing the name of such University by such person as such officer.

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

[SEAL]



Kathleen M. Rabun
Notary Public

My Commission Expires:

NOTARAL SEAL
KATHLEEN M. RABUN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec. 21, 1998

YOUNG & RUBICAM

RECORDED IN DEEDS
DELAWARE COUNTY

026258

Delaware County

95 MAY 25 AM 10:38

Commonwealth Land Transfer Co.

Suite 106
200 Eagle Rd., Bldg. #2
Wayne, Pa. 19087
D-125191

M
30. w
CM B/DC

Closing Document No. 3.02(b)

MEMORANDUM OF FIFTH SUPPLEMENTAL SUBLEASE

THIS INSTRUMENT is a Memorandum (the "Memorandum") of the Fifth Supplemental Sublease (the "Fifth Supplemental Sublease") dated as of May 1, 1995, by and between DELAWARE COUNTY AUTHORITY, a body corporate and politic organized and existing under the provisions of the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended, whose address is 201 North Jackson Street, Media, Pennsylvania 19063, as LESSOR, and VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is Villanova University, Villanova, Pennsylvania 19085, as LESSEE.

1. The names and addresses of the Lessor and of the Lessee set forth in the Fifth Supplemental Sublease and the date thereof are all as set forth above.

2. This Memorandum is recorded to reflect the amendments and supplements created by the Fifth Supplemental Sublease to that certain Sublease dated as of September 15, 1985 (the "1985 Sublease"), as previously amended and supplemented by a Supplemental Sublease dated as of February 15, 1988 (the "Supplemental Sublease"), by a Second Supplemental Sublease dated as of August 1, 1991 (the "Second Supplemental Sublease"), by a Third Supplemental Sublease dated as of November 15, 1992 (the "Third Supplemental Sublease") and by a Fourth Supplemental Sublease dated as of August 1, 1993 (the "Fourth Supplemental Sublease"), each between the Lessor and the Lessee (the 1985 Sublease, the Supplemental Sublease, the Second Supplemental Sublease, the Third Supplemental Sublease, the Fourth Supplemental Sublease and the Fifth Supplemental Sublease are collectively referred to as the "Sublease"), which Sublease amended, restated and continued the Lessee's leasehold interest in the demised premises (hereinafter referred to) by sublease agreements dated as of August 1, 1982 and as of March 1, 1983, respectively. A Memorandum of Fourth Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 1138 at page 0747 on August 26, 1993. A Memorandum of Third Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 1045 at page 1310 on January 12, 1993. A Memorandum of the Second Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume

V000 364 I P00 336

EXHIBIT A

DESCRIPTION and RECITAL

PREMISES "A" WEST CAMPUS

ALL THAT CERTAIN piece of ground Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania described according to a Survey Map made for Villanova University made by Yerkes Associates, Inc. dated 12/29/1988 last revised 5/1/1989 in Plan Case 17 page 458, as follows, to wit:

BEGINNING at a point of intersection of County Line Road and Spring Mill Road thence along Spring Mill Road the 2 following courses and distances (1) South 68 degrees, 21 minutes West, 366.10 feet (2) South 64 degrees, 55 minutes, 40 seconds West 650.55 feet to a point a corner of lands of the Penn Central Railroad; thence along same the 2 following courses and distances: (1) North 50 degrees, 15 minutes, 10 seconds West 771.20 feet (2) North 48 degrees, 25 minutes West 168.40 feet; thence leaving Penn Central Railroad North 66 degrees, 08 minutes, 20 seconds West 582.40 feet; thence the three following courses and distances: (1) South 31 degrees, 34 minutes East 390.54 feet (2) South 25 degrees 17 minutes East 100.00 feet; thence (3) North 67 degrees, 18 minutes East 783.15 feet to a point in the title line of County Line Road; thence along same South 25 degrees 20 minutes East 341.63 feet to first mentioned point and place of beginning.

CONTAINING 14.288 Acres.

WEST CAMPUS

ALL THAT CERTAIN parcel of ground, Situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to a Survey Map made for Villanova University made by Yerkes Associates, Inc. dated 12/29/1988 last revised 5/1/1989 in Plan Case 17 page 458 as follows, to wit:

BEGINNING at a point in the bed of County Line Road the dividing lines of the Counties of Montgomery and Delaware also being a corner of various owners thence extending along County Line Road South 25 degrees 22 minutes East 222.23 feet to a point a corner of lands of Cleaves; thence along same South 66 degrees 19 minutes West 325.0 feet; thence South 23 degrees 41 minutes East along lands of Cleaves and Schwartz 431.76 feet to a point; thence still along lands of Schwartz North 66 degrees 19 minutes East 337.59 feet to a point in the bed of County Line Road; thence along same South 25 degrees 20 minutes East 231.28 feet to a point a corner of land of Hutchinson & Jenkins; thence along same South 74 degrees, 20 minutes West 50.79 feet to a point of curve; thence along arc of a circle curving to the left having a radius of 580.0 feet the arc distance of 117.09 feet to a point of reverse curve; thence along the arc of a circle curving to the right having a radius of 1532.26 feet the arc distance of 144.41 feet to a point; thence the four following courses and distances (1) South 68 degrees 10 minutes West 78.46 feet (2) thence South 10 degrees 50 minutes East 71.00 feet (3) South 26 degrees 30 minutes East 146.66 feet (4) North 67 degrees 18 minutes East 404.56 feet

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to a point in the title line of County Line Road; thence South 2° degrees 20 minutes East 296.59 feet to a point a corner of lands of the brothers of St. Augustine; thence along same the four following courses and distances: (1) south 67 degrees, 18 minutes West 783.15 feet (2) North 25 degrees 17 minutes West 100.00 feet (3) North 31 degrees 34 minutes West 390.54 feet (4) South 66 degrees 08 minutes 20 seconds East 582.40 feet to a point in line of lands of the Penn Central Railroad thence the five following courses and distances: (1) North 51 degrees, 39 minutes West 938.87 feet; (2) North 21 degrees, 14 minutes West 175.95 feet; (3) North 31 degrees 18 minutes West 165.25 feet; (4) North 4 degrees 15 minutes West 165.0 feet; (5) North 50 degrees 20 minutes West 79.43 feet to a point a corner of lands of various owners; thence along same the 5 following courses and distances: (1) North 74 degrees, 24 minutes East 1193.0 feet; (2) South 72 degrees, 21 minutes East 336.8 feet; (3) South 36 degrees 14 minutes East 72.7 feet; (4) North 89 degrees 07 minutes East 135.5 feet; (5) North 64 degrees 38 minutes East 347.1 feet to the first mentioned point and place of beginning.

CONTAINING 49.002 acres.

EXCEPTING THEREOUT AND THEREFROM THE FOLLOWING DESCRIBED PARCEL:

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, described in a survey made by Milton R. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, dated 1/4/1923 as follows, to wit:

BEGINNING at a point in the middle of County Line Road at the distance of 342.20 feet measured along the middle of the road from a spike in the middle line of Spring Mill Road as it leads toward Villanova Station; thence leaving County Line Road by other land of the Villanova College passing over a stone on the side of the Road, South 67 degrees 15 minutes West 400.00 feet to a stone, a corner of land about to be conveyed to Mary Paul Morris; thence by said land mentioned land, North 25 degrees 20 minutes West 100.00 feet to a stone in line of land of Mary Paul Morris; thence by said land, North 67 degrees 15 minutes East 40.00 feet to a stone; thence by said land of Mary Paul Morris about to be conveyed to Marjorie P. M. Brown on the same course continued, the distance of 350.00 feet to the middle of County Line Road; thence along the middle line of County Line Road, South 25 degrees, 20 minutes East 100.00 feet to the place of beginning.

CONTAINING .918 of an acre of land.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, Situate in Villanova, in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania; bounded and described according to a survey and plan thereof made by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, dated 1/4/1923 as follows, to wit:

BEGINNING at a point in the middle line of County Line Road, at the

YOU 034 100 000

distance of 442.20 feet measured Northwestwardly along the middle line of County Line Road from a spike set in the middle of Spring Mill Road; thence leaving the middle line of said County Line Road and extending along other land of George Farnam Brown, etux, South 67 degrees 15 minutes West 360.00 feet to a stone; thence extending by land of Mary Paul Morris the two following courses and distances: (1) North 45 degrees 1 minute East 113.50 feet to a stone; (2) North 67 degrees 15 minutes East 253.00 feet to a point in the middle line of County Line Road; thence extending along the middle line of said County Line Road 25 degrees 20 minutes East 43.00 feet to the first mentioned point and place of beginning.

CONTAINING .302 of an acre of land.

EXCEPTING THEREFROM AND THEREOUT ALL THAT CERTAIN lot or piece of ground situate in Radnor Township, Delaware County, Pennsylvania, bounded and described according to a Plan of Property made for Paul Wingate by Henry S. Conroy, Inc., Registered Professional Engineers, dated 6/7/1974 as follows, to wit:

BEGINNING at a point in the center line of County Line Road (50 feet wide) said point is at the distance of 485.20 feet measured Northwestwardly along the center line of County Line Road from its point of intersection with the center line of Spring Mill Road; thence extending from said beginning point and crossing the Southwesterly side of County Line Road South 67 degrees 15 minutes West 253.00 feet to a point; thence extending South 45 degrees 01 minute West 113.50 feet to a point; thence extending South 67 degrees 15 minutes West 40.00 feet to a point a corner of lands now or late of Francis B. Morris; thence extending along the same North 26 degrees, 30 minutes West 176.20 feet to a point; thence extending North 67 degrees 15 minutes East and recrossing the Southwesterly side of County Line Road 403.59 feet; thence extending along the same South 23 degrees 20 minutes East 133.00 feet to the first mentioned point and place of beginning.

BEING Lot No. 3 as shown on the above mentioned Plan.

PREMISES "B" EAST CAMPUS

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and State of Pennsylvania being known and designated as the Property of the Augustinian College of Villa Nova described according to a certain plan thereof made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

000004 00000

BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue also known as Lincoln Highway with the centerline of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, North 64 degrees 2 minutes East 969.23 feet to an iron pin still in the center line of Ithan Avenue; thence extending South 7 degrees 51 minutes East 38.94 feet to a spike; thence extending along the division line between this and land of William L. Austin adjoining to the Northeast, the five following courses and distances; South 27 degrees 17 minutes East 170 feet to a point; South 33 degrees 17 minutes East 200 feet to a point; South 42 degrees 32 minutes East 200 feet to a point; South 50 degrees 47 minutes East 221.90 feet to a point and South 34 degrees 51 minutes East 80 feet to a stone; thence extending along division line dividing these premises land of Lillie I. W. Baker adjoining to the Southeast South 66 degrees 22 minutes West 923.30 feet to a spike set in the center line of Lancaster Avenue, also known as Lincoln Highway; thence extending along the said center line of Lancaster Avenue also known as Lincoln Highway North 41 degrees 06 minutes West 869.30 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue also known as Lincoln Highway the first mentioned point and place of beginning.

CONTAINING 17.790 acres.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, **SITUATE** in the Township of Radnor, County of Delaware and State of Pennsylvania, surveyed by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pa., November 27, 1939 and bounded and described as follows, to wit:

BEGINNING at a spike at an angle of the Villanova College Land, 869.30 feet, South 49 degrees 19 minutes East from the intersection of the

YOUNG & BORG

center of Lancaster Avenue formerly known as the Philadelphia and Lancaster Turnpike with the center line of Ithan Avenue; thence by the said College land North 58 degrees 8 minutes East 580.50 feet, an iron pin, the Northwest corner of lands now or late of the Henry Disston Estate, formerly of Louisa H. Lynns; thence South 31 degrees 46 minutes 30 seconds East 132.43 feet, an iron pin, an interior angle of the said Henry Disston Estate lands; thence with a Northerly boundary of the said Henry Disston Estate lands South 39 degrees 41 minutes West 513.91 feet, an iron post, in the Northeastern boundary line of Lancaster Avenue; thence with the center line of said Lancaster Avenue North 49 degrees 19 minutes West 309.43 feet to the place of beginning.

CONTAINING 2.707 Acres of land, more or less.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, **SITUATE** in the Township of Radnor, County of Delaware and State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa., on 10/8/1928 as follows, to wit:

-BEGINNING at a spike set at the intersection of the center line of Lancaster Avenue, also known as Lincoln Highway and the center line of Ithan Avenue; thence extending along the said center line of Lancaster Avenue, also known as Lincoln Highway, South 41 degrees 6 minutes East 869.30 feet to a spike set in the division line between these premises and land of Lillie I. W. Baker adjoining to the Southeast; thence extending along the said division line of these premises and land of Lillie I. W. Baker extending to the Southeast South 66 degrees 24 minutes West 666.93 feet to a point; thence extending South 66 degrees 45 minutes West 62 feet to a point on the Northeast line of the Philadelphia and Western Railway; thence extending along said Northeast line of the Philadelphia and Western Railway, North 29 degrees 12 minutes West 728.8 feet to a point; thence extending on the arc of a circle curving to the left having a radius of 1,191.28 feet, the arc distance of 102.2 feet to a point in the center line of said Ithan Avenue; thence extending along the said center line of Ithan Avenue, North 66 degrees 13 minutes East 552.2 feet to a spike set at the intersection of the center line of Ithan Avenue and the center line of Lancaster Avenue, also known as Lincoln Highway, the first mentioned point and place of beginning.

CONTAINING 12.149 acres, more or less

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, **SITUATE** in the Township of Radnor, County of Delaware, State of Pennsylvania, being known and designated as the property of the Augustinian College of Villa Nova described according to a certain plan thereof, made by Milton R. Yerkes, C.E., Bryn Mawr, Pa. on 10/8/1928 as follows, to wit:

BEGINNING at a point formed by the intersection of the center line of Ithan Avenue with the Southwest line of the Philadelphia and Western Railway; and thence extending along the said Southwest line of the Philadelphia and Western Railway, the two following courses and distances:

YOU CAN RECORD

on the arc of a circle curving to the right having a radius of 1,101.28 feet, the arc distance of 109.2 feet to a point and South 29 degrees 12 minutes East 721.8 feet to a point in the division line dividing these premises from the land of Lillie I.W. Baker adjoining to the Southeast; and thence extending along the said division line dividing this land from the land of Lillie I. W. Baker adjoining to the Southeast South 66 degrees 45 minutes West 1,040.70 feet to a stone, the said stone being the division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southeast and to the Southwest; and thence extending along the said division line between these premises and land of the Girard Trust Company, Trustee, adjoining to the Southwest, North 23 degrees 38 minutes West 818.8 feet to a point in the center line of Ithan Avenue; and thence extending along the said center line of Ithan Avenue, the two following courses and distances; North 66 degrees 26 minutes East 436.1 feet to a stone and North 66 degrees 13 minutes East 520 feet to a point at the intersection of the center line of Ithan Avenue and the Southwest line of the Philadelphia and Western Railway, the first mentioned point and place of beginning.

CONTAINING 18.887 Acres, more or less.

PRECEDES 445 36-04-02400-10
36-02-00961-10
36-02-00935-00
36-02-00936-00
36-02-00937-00
36-02-00938-00
36-02-00939-00

RECORD-01364/0342

890 at page 828 on October 23, 1991. A Memorandum of the Supplemental Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 0556 at page 1321 on March 9, 1988 and a Memorandum of the 1985 Sublease was recorded in the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book Volume 280 at page 90 on October 23, 1985.

3. A description of the demised premises under the Fifth Supplemental Sublease is set forth in Exhibit A hereto (and attached as Exhibit A to the Fifth Supplemental Sublease).

4. The Fifth Supplemental Sublease provides for the payment by the Lessee of additional rentals to the Lessor and continues and extends the term of the Sublease to August 1, 2025, unless extended or sooner terminated upon the terms and conditions set forth in the Sublease. All other terms, conditions, covenants and agreements of the Sublease remain in full force and effect.

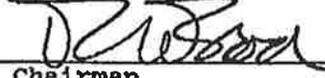
5. This Memorandum is intended for recording purposes only and does not supersede, diminish, add to or change the terms of the Sublease, which contains terms and provisions relating to the subleasing of the demised premises, termination thereof and the right of further renewals or extensions, which terms and provisions were summarized in the Memorandum of the 1985 Sublease, in the Memorandum of the Supplemental Sublease, in the Memorandum of the Second Supplemental Sublease, in the Memorandum of the Third Supplemental Sublease and in the Memorandum of Fourth Supplemental Sublease, each referred to above.

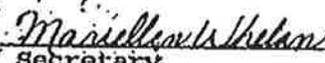
IN WITNESS WHEREOF, the Lessor and Lessee, intending to be legally bound hereby, have caused this Memorandum of Fifth Supplemental Sublease to be duly executed under seal this 25th day of May, 1995.

Attest:

Secretary

DELAWARE COUNTY AUTHORITY

By: 
Chairman

Attest:

Secretary

VILLANOVA UNIVERSITY IN THE STATE OF PENNSYLVANIA

By: 
Vice President for Financial Affairs


[SEAL]

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 25th day of May, 1995, before me, the undersigned notary public personally appeared GARY B. FENNER, who acknowledged being the Vice President for Financial Affairs of Villanova University in the State of Pennsylvania, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that such officer, being authorized to do so, executed the foregoing Memorandum of Fifth Supplemental Sublease for the purposes therein contained by signing the name of such University by such person as such officer.

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

[SEAL]

Kathleen M. Fabun

Notary Public

My Commission Expires:



NOTARIAL SEAL
KATHLEEN M. FABUN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec. 21, 1998

YOUNG & RUBICAM

6109-B

Bell Atlantic

Underground Grant

(DM) B/m/jm ↑

31-236
4/94

Received of BELL ATLANTIC - PENNSYLVANIA, INC., the undersigned hereby grants unto the said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, and to supplement, operate and maintain communications facilities, (including distribution laterals connected to said facilities), consisting of, but not limited to such conduits, manholes, cables, wires, loading coil cases, pedestals, terminals, and other appurtenances as the grantee may from time to time require on, under, along and across our land, said land being located

36-029-033-001
Lancaster Ave 36-04-02400-10

Borough/City/Township of Radnor

County of Delaware, Commonwealth of Pennsylvania,

with the right of access over said land to construct and maintain said underground facilities and appurtenances thereto by the most reasonable means; and to permit others to use facilities constructed hereunder, with the further right to lease and/or convey any part or all of the rights hereunder to an electric light, power or other company for the purpose of the transmission and distribution of electric energy or communications signals.

IN WITNESS WHEREOF, my I/We have hereunto set My/Our hand(s) and seal(s) my day of JUNE, A.D. 199 5 at _____

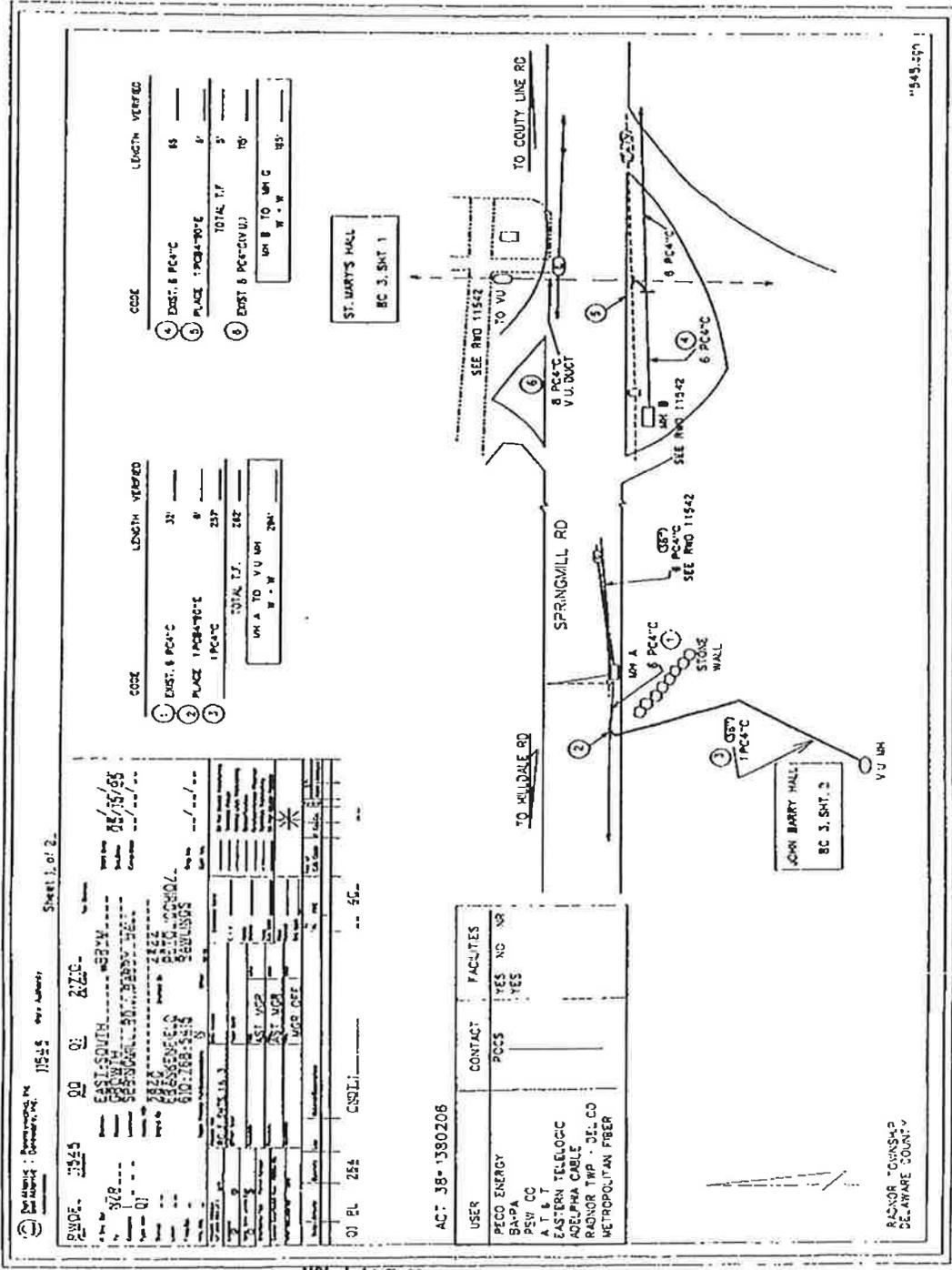
(Post Office Address)

WITNESS OR ATTEST:

PROPERTY OWNER: Villanova University

X Kathleen J. ...
Kathleen J. ...

X John J. ...
Executive Director
Facilities
John J. ...



CODE	LENGTH VERIFIED
1. EXST. 8 PC4°C	65
2. PLACE 1 PC4°C	1'
3. EXST. 8 PC4°C	10'
TOTAL T.F. 81'	
UN A TO V.U. DUCT	
W - W	

CODE	LENGTH VERIFIED
1. EXST. 8 PC4°C	32'
2. PLACE 1 PC4°C	6'
3. EXST. 1 PC4°C	23'
TOTAL T.F. 61'	
UN A TO V.U. DUCT	
W - W	

Sheet 1 of 2

PROJECT: 1994 00 01 RZIC	DATE: 08/15/95
BY: JLR	CHECKED: JLR
DATE: 01/16/96	DATE: 01/16/96
PROJECT: 1994 00 01 RZIC	DATE: 08/15/95
BY: JLR	CHECKED: JLR
DATE: 01/16/96	DATE: 01/16/96

ACT: 38-1380208

USER	CONTACT	FACILITIES
PECO ENERGY	PECO	YES NO NR
BAPPA		YES
PSW CO		YES
A.T. & T.		
EASTERN TELECOMM		
ADELPHI CABLE		
RADNOR TRIP - DELCO		
METROPOLITAN FIBER		

RAYNOR TOWNSHIP
DELAWARE COUNTY

VOL 1435 PG 0143

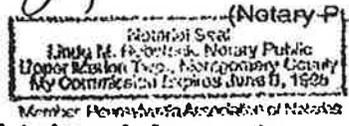
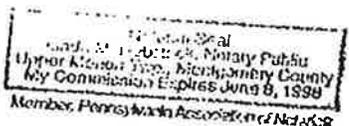
(Corporate Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY } s.s.

On this 7th day of June, A.D. 199 6
before me, this subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared
John J. Gullen
who acknowledged h im self to be Executive Director for Facilities Maint
of Villanova University a corporation/partnership
and that he as such Executive Director for Facilities Maint being authorized to do so, executed the
foregoing instrument for the purpose therein contained by signing the name of the corporation/partnership
by h im self as Executive Director for Facilities Maint
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Linda M. Rebertus

(Notary Public)



(Individual Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____ } s.s.

On this _____ day of _____, A.D. 199 _____
before me, this subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared
the above named _____
and in due form of law acknowledged the foregoing instrument for the purpose therein contained to be
_____ h _____ act and deed, and desired the same might be recorded as such.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Notary Public)

RECORDER OF DEEDS
DELAWARE CO., PA

002289

Thomas J. Proffitt

96 JAN 16 PM 3:18



VOL 1435 P.D. 145

*DM 20/13
Gm*

SANITARY SEWER EASEMENT AGREEMENT

THIS AGREEMENT made this *30th* day of *MARCH* 1998 A.D. by and between Villanova University, hereinafter called "OWNER" and the Township of Radnor, thereafter called "TOWNSHIP", and

WITNESSETH THAT:

WHEREAS, OWNER is possessor in title of those premises located at 800 East Lancaster Avenue (Folio #36-04-02400-10, Map #3624 0033:002) Radnor Township, Delaware County, Pennsylvania.

WHEREAS, the TOWNSHIP plans to construct sanitary sewer to serve homes in this area of the Township.

AND WHEREAS, it is in the interest of the project that the sanitary sewers be installed on a portion of your property at 800 East Lancaster Avenue.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and in further consideration of the following covenants, OWNER, their heirs, executors and assigns, do hereby grant and convey to the TOWNSHIP, its successors and assigns, a sanitary sewer easement across a strip of the OWNER'S land for the purpose of installing, constructing, reconstructing, inspecting, operating, repairing, connecting to and maintaining perpetually a sanitary sewer. The easements granted comprising of a temporary construction easement forty foot wide and a permanent easement twenty feet wide, across the aforesaid tract of land belonging to OWNER, the said strip to be located as shown on Exhibit "A" and more particularly described in Exhibit "B" attached hereto and made a part hereof to effect and carry out the foregoing purposes, and the right to remove such trees or other plantings as may be reasonably necessary for such purposes.

The temporary construction easement shall remain in effect for the shorter of (a) two years from the date on which this agreement is signed by OWNER, or (b) earlier completion of sewer construction and installation.

TOWNSHIP does, however, agree that it shall at all times during the construction, reconstruction, repair or maintenance of the sanitary sewer or manholes, cause every reasonable means to be used to protect from injury or damage all property, including lawns, trees, shrubbery, fences, buildings, walls, roads, watercourse, natural features, or any existing improvements thereto, and will at all times after doing any work in connection with the construction, reconstruction, repair or maintenance of the sanitary sewer or manholes, cause the said premises to be restored to the existing grade in which the same were found before such work was undertaken and to be seeded to the extent reasonably possible under the circumstances and consistent with the right and privileges herein granted to the TOWNSHIP.

RECORDED OF DEEDS
DELAWARE CO., PA.
021143

98 APR - 1 PM 0:09
[Signature]

EXHIBIT "B"

Twenty Foot Wide Sanitary Sewer Easement

Through the Property of

Villanova University

at 800 East Lancaster Avenue

All that certain parcel of land situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania being shown as a twenty (20) foot wide permanent sanitary sewer easement as shown on a plan showing sanitary sewer through the property of Villanova University at 800 East Lancaster Avenue prepared by the Robert K. Wager, P.E. dated October 26, 1997 and last revised January 14, 1998, and more particularly described as follows.

Beginning at a point in the line of land of Gity H. Banan and Babek Etemad at 15 Wistar Road which point is 54 feet measured North $89^{\circ}07'00''$ West from a stone monument, a corner of said land, thence proceeding from said point of beginning, South $34^{\circ}02'32''$ West through the lands of Villanova University 64 feet to a point; thence still through the lands of Villanova University South $14^{\circ}10'42''$ West 37.35 feet to a point; thence through the same, North $75^{\circ}49'18''$ West 20.00 feet to a point; thence through the same North $14^{\circ}10'42''$ East 41.03 feet to a point, thence through the same North $34^{\circ}02'32''$ East 53.54 feet to a point in the line of land of Gity H. Banan and Babek Etemad, thence along said land North $89^{\circ}07'00''$ East 24.39 feet to a point and place of beginning.

Together with a forty (40) foot wide temporary construction easement centered over the above described sanitary sewer easement.

Folio #36-04-02400-10

Map #3624-0033:002

G. Add.
Babek Etemad
15 Wistar Rd.

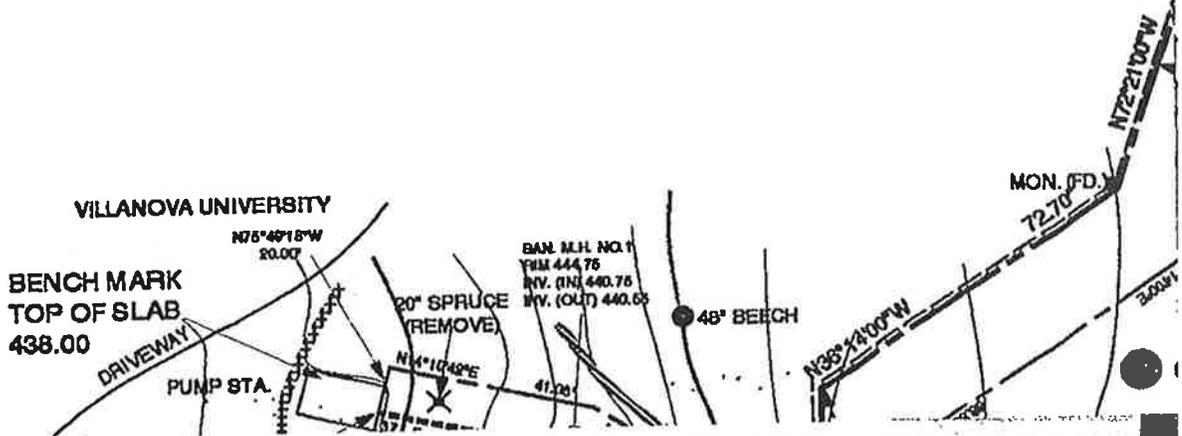
Villanova PA 19085

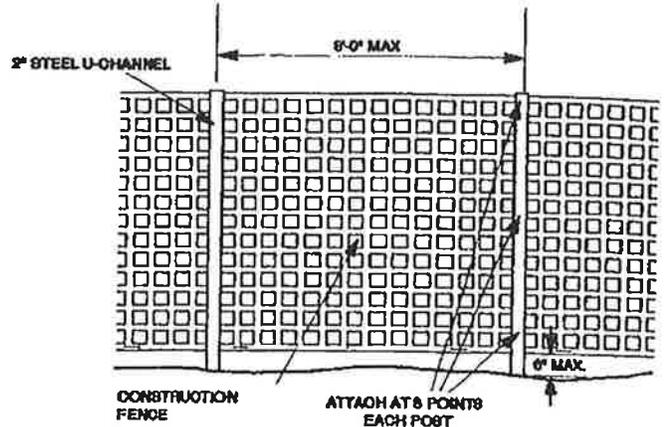
VOL 1699 PG 0335

SEEDING SPECIFICATIONS

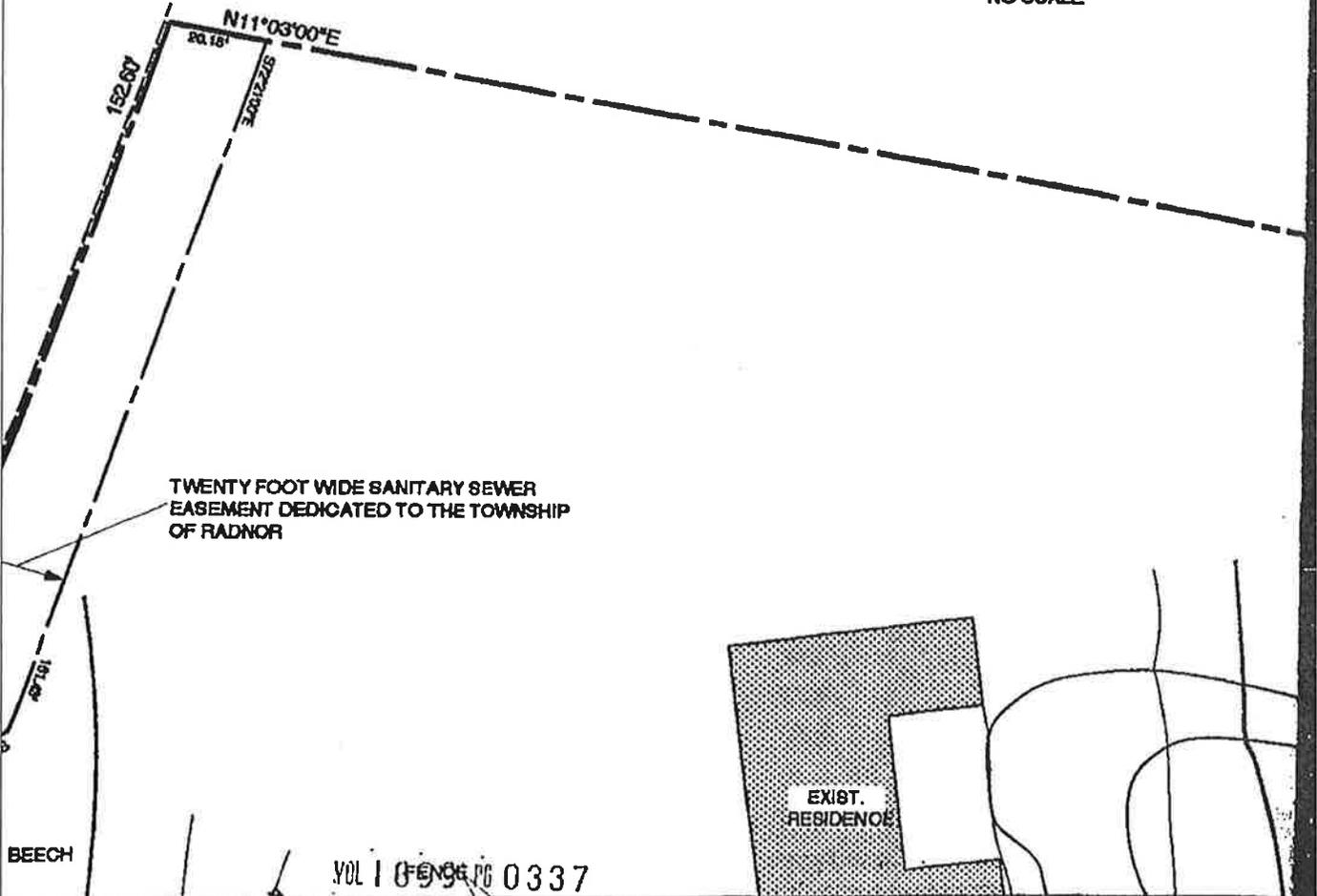
ITEM	APPLICATION RATE
PERMANENT SEEDING	
60% KENTUCKY BLUEGRASS	
30% RED FESCUE	
10% PERENNIAL RYEGRASS	280 LB/ACRE
FERTILIZER 15-20-20	1000 LB/ACRE
LIME	2 TONS/ACRE
MULCH, HAY OR STRAW	3 TONS/ACRE
TEMPORARY SEEDING	
ANNUAL RYEGRASS	40 LB/ACRE
FERTILIZER 3-5-5	1000 LB/ACRE
MULCH, HAY OR STRAW	3 TONS/ACRE

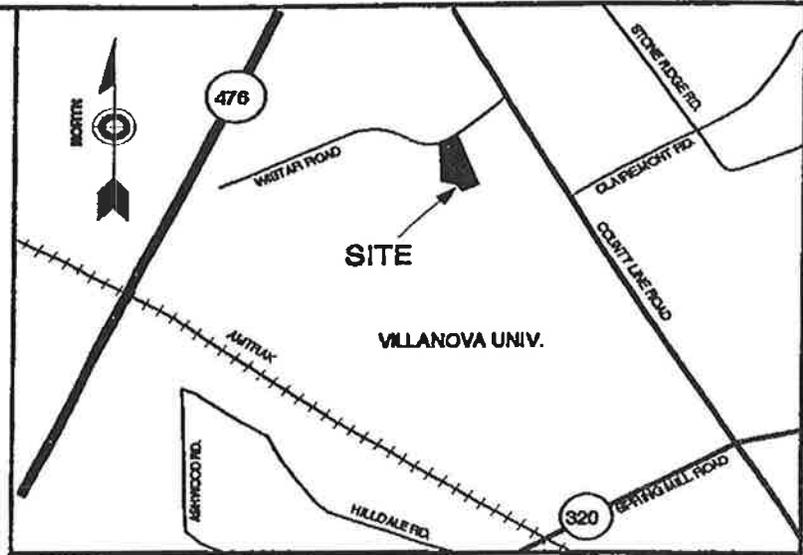
VOL 1699 PG 0336



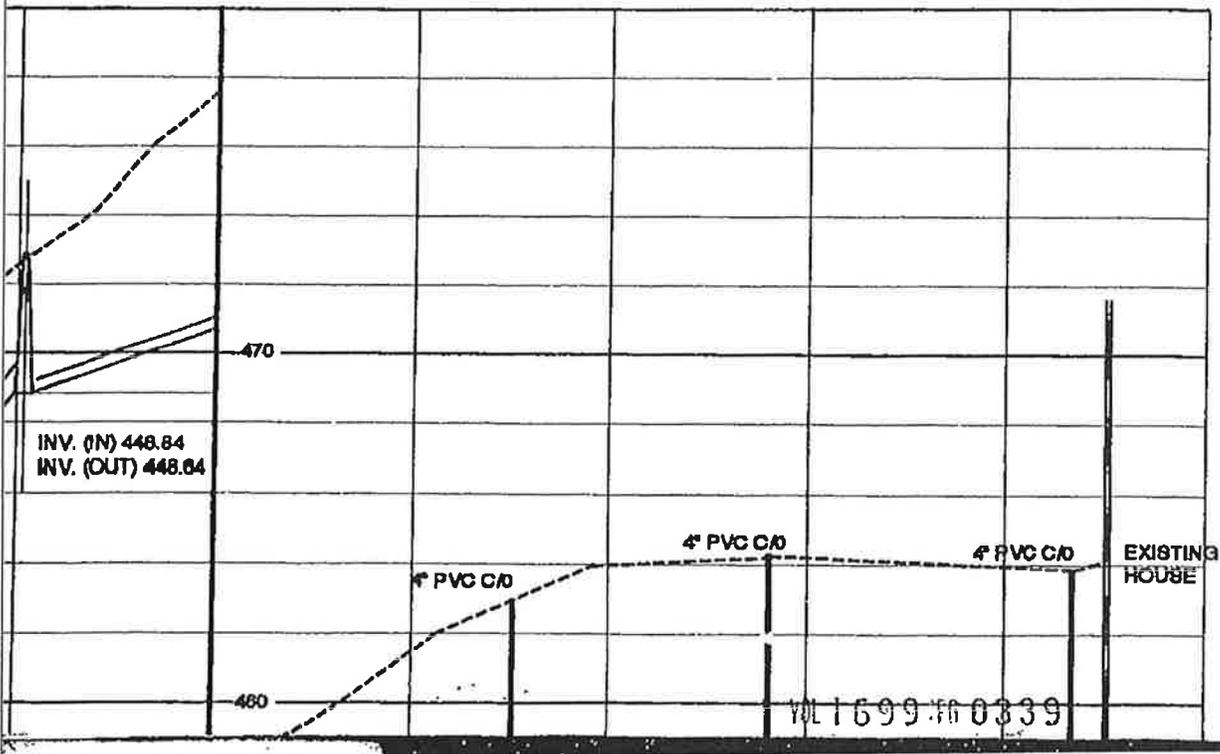


**TREE PROTECTION
DETAIL
NO SCALE**

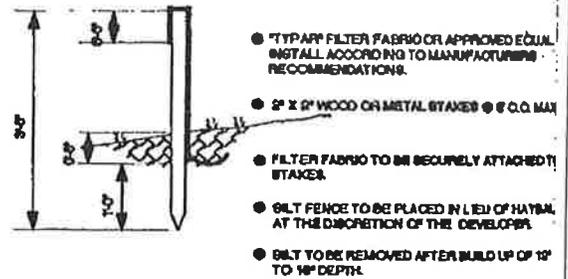
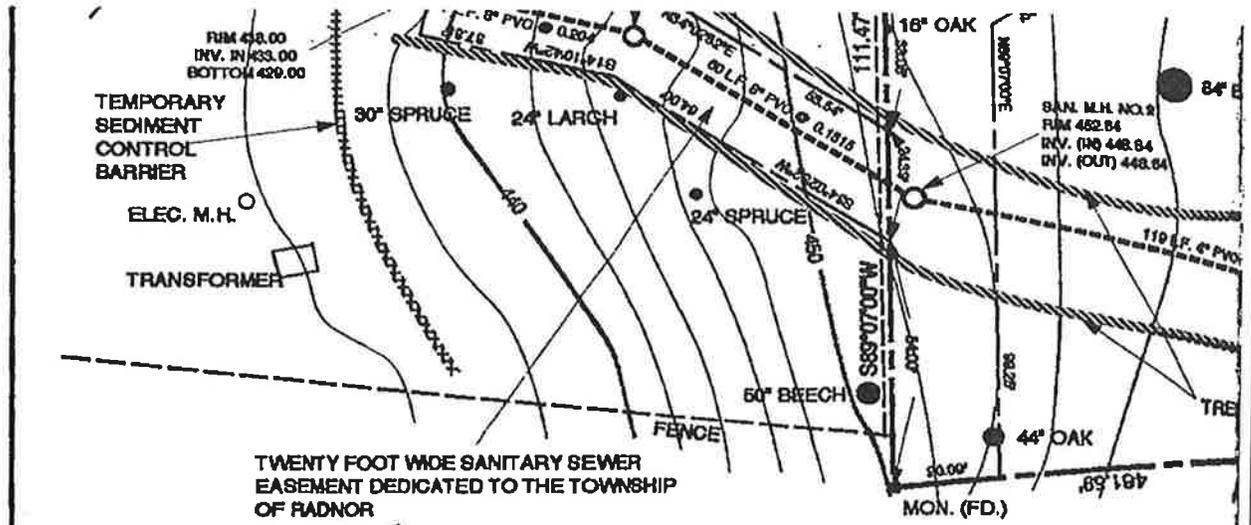




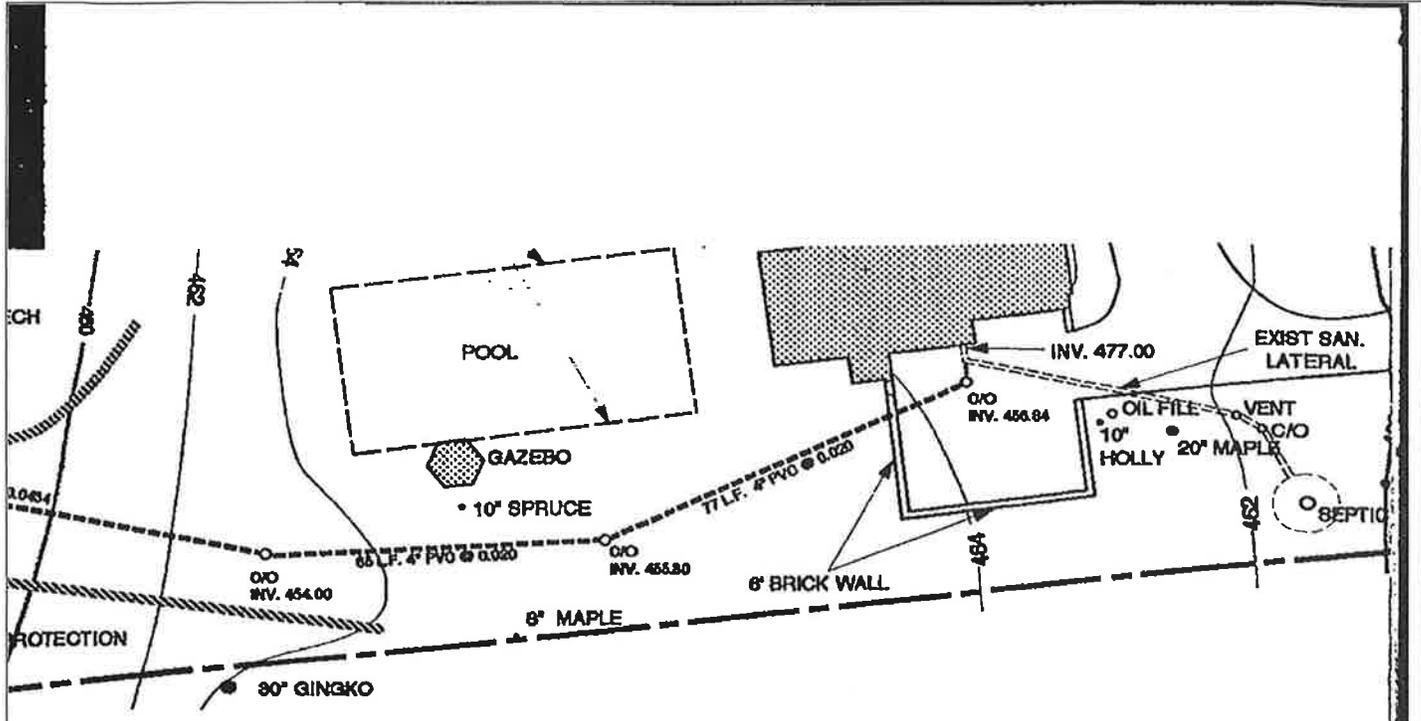
LOCATION MAP
SCALE: 1"=800'



VOL 1699 PG 0339



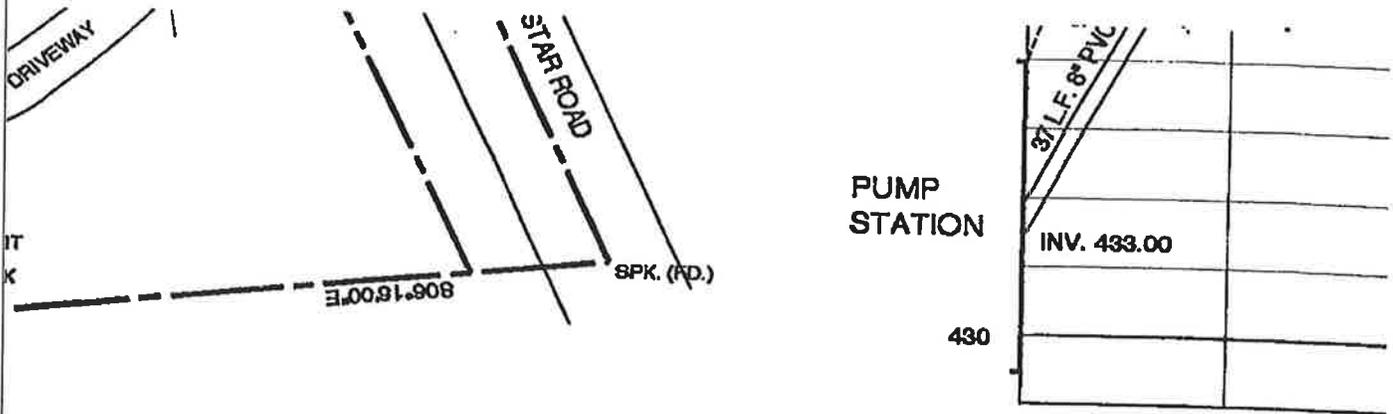
FILTER FABRIC SEDIMENTATION CONTROL BARRIER DETAIL
SCALE: 3/4" = 1'-0"



SITE PLAN

SCALE





NOTES:

TOPOGRAPHY IS FROM FIELD SURVEY BY ROBERT K. WAGER, P.E., SEPT. 28, 1997

ALL UTILITY COMPANIES SHALL BE NOTIFIED AND ALL UNDERGROUND FACILITIES LOCATED BEFORE THE START OF WORK.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD.

THIS PLAN IS TO BE USED ONLY BY THE CLIENT OR HIS AGENTS FOR THE PURPOSE OF CONSTRUCTING THE PROPOSED SANITARY SEWER CONNECTION. NO OTHER USE IS AUTHORIZED OR PERMITTED.

ALL SANITARY SEWER AND ACCESSORIES SHALL BE INSTALLED IN ACCORDANCE WITH RADNOR TOWNSHIP SPECIFICATIONS.

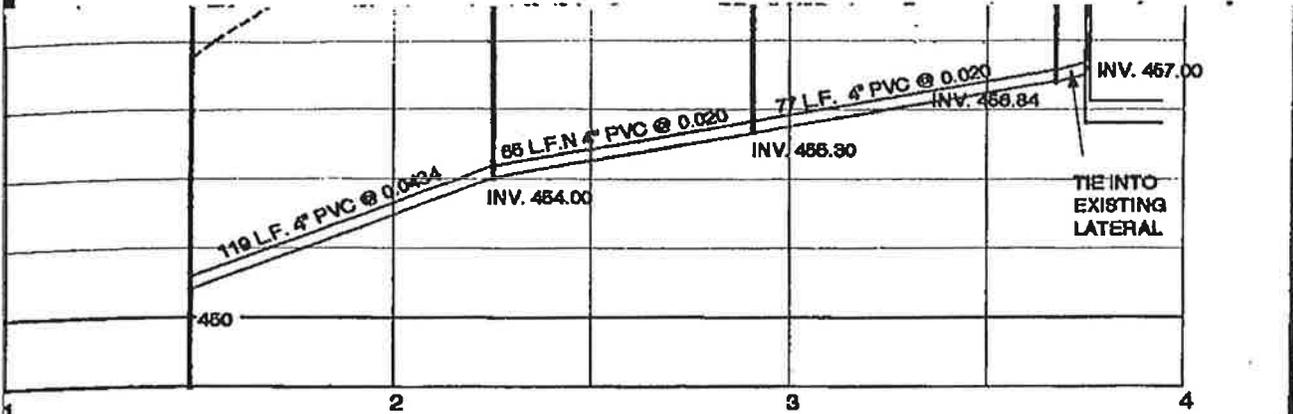
CARE SHALL BE TAKEN TO AVOID DAMAGING EXISTING TREES AND TREE ROOT SYSTEMS.

ALL TREE PROTECTION AND EROSION CONTROL MEASURES SHALL BE IN PLACE BEFORE ANY EXCAVATION IS DONE.

ALL DISTURBED AREAS SHALL BE RESEEDED AND MULCHED AFTER CONSTRUCTION IS COMPLETED. SILT FENCE SHALL REMAIN UNTIL DISTURBED AREAS HAVE BEEN STABILIZED.

OWNERS:

GITY H. BANAN & BABAK ETEMAD
18 WISTAR ROAD
VILLANOVA, PA 19085



SANITARY SEWER PROFILE

1" = 40' HORIZ.
1" = 4' VERT.



SHEET 1 OF 1

EXHIBIT "A"
 REVISED AS PER ENGINEER'S REVIEW LETTER DATED 12/20/07 11/14/08
 JAN 16 1998

REVISIONS	REVISED AS PER ENGINEER'S REVIEW LETTER DATED 11/16/07	11/24/07
Robert K. Wager PROFESSIONAL ENGINEER 1810 PELHAM AVE. HAVERTOWN, PA 19063 (610) 642-0961		
SANITARY SEWER CONNECTION PLAN CITY H. BANAN AND BABAK ETEMAD 15 WISTAR ROAD RADNOR TOWNSHIP DELAWARE COUNTY PENNSYLVANIA		
DATE	SCALE	DRAWN BY
10/28/97	AS NOTED	RKW
PROJ. NO.		97078W

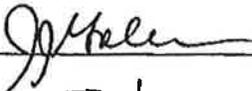
1699 0343
 6591 101

In the event that any trees upon said premises shall die as a result of the TOWNSHIP'S performance of its work hereunder within a period of five (5) years from the date hereof, such trees shall be replaced (to include removal of the old tree) by the TOWNSHIP at no expense to the OWNER of the said premises. Said trees shall be of like variety and any tree shall be a minimum of eight (8) feet in height.

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

Witness:

VILLANOVA UNIVERSITY



John J. Gallen

TOWNSHIP OF RADNOR

Attest:




Township Manager
Robert M. Crofford

COMMONWEALTH OF PENNSYLVANIA

§

COUNTY OF *Del.*

ON THIS the *30th* day of *March* 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared *John J. Gallan*, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained, and desired the same might be recorded as such.

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



Notary Public

Notarial Seal
Lynn Q. Ellis, Notary Public
Radnor Twp., Delaware County
My Commission Expires July 22, 2000



COMMONWEALTH OF PENNSYLVANIA

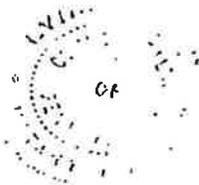
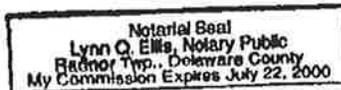
§

COUNTY OF DELAWARE

ON THIS the 30TH day of March 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert M. Crofford, Township Manager known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such.

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


Notary Public



VOL 1699 PG 0346

**STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 15 day of Sept
2004, by and between Villanova University, (hereinafter
"Landowner"), and RADNOR TOWNSHIP, Delaware County, Pennsylvania.

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed
the land records of Delaware County, Pennsylvania, Deed Book 2764 at Page
160 - 163, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Stormwater Controls and BMP Operations and Maintenance Plan
approved by the Municipality (hereinafter referred to as the "Plan") for the property identified
herein, which is attached hereto as Appendix A and made part hereof, as approved by the
Municipality, provides for management of stormwater within the confines of the Property through
the use of Best Management Practices (BMPs); and

WHEREAS, the Municipality, and the Landowner, his successors and assigns, agree that
the health, safety, and welfare of the residents of Radnor Township and the protection and
maintenance of water quality require that on-site stormwater Best Management Practices be
constructed and maintained on title Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:
BMP - "Best Management Practice;" activities, facilities, designs, measures or procedures
used to manage stormwater impacts from land development, to protect and maintain water quality
and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater
Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter
strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers,
sand filters and detention basins.

- Infiltration Trench - A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Seepage Pit - An underground BMP structure designed, constructed, and maintained for

DELAWARE
COUNTY



THOMAS J. JUDGE SR. ROD

AC-AGREEMENTS

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FOLIO # 36-04-02400-10

the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,

- Rain Garden - A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or underground aquifer, and

WHEREAS, the Municipality requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns, and

NOW, THEREFORE, in consideration of the foregoing acknowledgements, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified on the Plan.
2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order and in a manner acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems such inspection to be necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMP(s) as shown on the Plan in good working order and in a manner acceptable to the Municipality, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to repair and/or maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such

obligation on the Municipality.

5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its heirs, executors, administrators, assigns, and other successors in interests do hereby release Municipality's employees, staff, elected and appointed officials and designated representatives from any and all past, present and future actions, causes of action, demands, claims, damages, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suites for contribution and/or indemnity and all consequential damage on account of or in any way growing out of any and all known and unknown personal injuries and all property damage, including without limitation, any and all claims arising out of construction, presence, existence or maintenance of the BMP(s) by the Landowner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives, staff, elected or appointed officials or employees, the Landowner will immediately indemnify and hold harmless the said Municipality, its designated representatives, employees, staff, elected and/or appointed officials named from any loss, cost and expense and, any and all claims against them or any of them, for contribution and indemnity by any other person, firm or corporation which arises from, is related to construction, presence, existence or maintenance of the BMP(s) by the Landowner or Municipality. In the event that any judgment or claim against the Municipality, its designated representatives, employees, staff elected or appointed officials will be allowed by any court of competent jurisdiction, then the Landowner shall pay all costs and expenses relating to said judgment or claim in order that the same be immediately fully satisfied.
8. The Municipality shall make every effort to inspect the BMP(s) at a minimum of once

every three years to insure their continued functioning. However, in the event that the Municipality fails, for whatever reason, to perform said inspections the failure to provide such inspection shall in no way be used against the Municipality; the responsibility for the maintenance and operation and repair BMP(s) shall always be the sole responsibility of Landowner hence, it is Landowner's responsibility to properly inspect the BMP at regular intervals to insure its continued and proper functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Delaware County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his heirs, administrators, executors, and assigns, and any other successors in interests, in perpetuity.

ATTEST: 

WITNESS the following signatures and seals:



(SEAL)

For the Municipality:


_____ 

For the Landowner:



ATTEST:

_____ (City, Township)

County of DELAWARE, Pennsylvania

STATE of PA, County of DELAWARE

I, the undersigned officer, a Notary Public in and for the County and State aforesaid, whose commission expires on the 23rd day of October, 2008, hereby acknowledge, personally appeared R.H. Marco, who being duly sworn according to law, deposes and says that he/~~she~~ is the owner or equitable owner of the property herein described.

GIVEN UNDER MY HAND THIS 3rd day of February, 2005.

Susan H. Guarino
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan H. Guarino, Notary Public
Fladhor Twp., Delaware County
My Commission Expires Oct. 23, 2008
Member, Pennsylvania Association Of Notaries

DM

**STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this NOV 10 2006 day of NOV 10 2006,
2006, by and between **VILLANOVA UNIVERSITY**, (hereinafter "Landowner"), and
RADNOR TOWNSHIP, Delaware County, Pennsylvania.

WITNESSETH

Nursing School 36-04-02400-10

WHEREAS, the Landowner is the owner of certain real property as recorded by deed
the land records of Delaware County, Pennsylvania, Deed Book 2764 at Page 160-163,
(hereinafter "Property") AKA Subdivision/Land Development # **2006-D-04**.

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Stormwater Controls and BMP Operations and Maintenance Plan
approved by the Municipality (hereinafter referred to as the "Plan") for the property identified
herein, which is attached hereto as Appendix A and made part hereof, as approved by the
Municipality, provides for management of stormwater within the confines of the Property
through the use of Best Management Practices (BMPs); and

WHEREAS, the Municipality, and the Landowner, his successors and assigns, agree that
the health, safety, and welfare of the residents of Radnor Township and the protection and
maintenance of water quality require that on-site stormwater Best Management Practices be
constructed and maintained on title Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:
BMP - "Best Management Practice;" activities, facilities, designs, measures or procedures
used to manage stormwater impacts from land development, to protect and maintain water
quality and groundwater recharge and to otherwise meet the purposes of the Municipal
Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage
pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales,
forested buffers, sand filters and detention basins.

- Infiltration Trench - A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Seepage Pit - An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,
- Rain Garden - A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of

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36-RADNOR 50.00

THOMAS J. JUDGE SR. ROD

DELAWARE
COUNTY

stormwater into the soil and/or underground aquifer, and

WHEREAS, the Municipality requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns, and

NOW, THEREFORE, in consideration of the foregoing acknowledgements, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified on the Plan.
2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order and in a manner acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems such inspection to be necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMP(s) as shown on the Plan in good working order and in a manner acceptable to the Municipality, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to repair and/or maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its heirs, executors, administrators, assigns, and other successors in

interests do hereby release Municipality's employees, staff, elected and appointed officials and designated representatives from any and all past, present and future actions, causes of action, demands, claims, damages, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suites for contribution and/or indemnity and all consequential damage on account of or in any way growing out of any and all known and unknown personal injuries and all property damage, including without limitation, any and all claims arising out of construction, presence, existence or maintenance of the BMP(s) by the Landowner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives, staff, elected or appointed officials or employees, the Landowner will immediately indemnify and hold harmless the said Municipality, its designated representatives, employees, staff, elected and/or appointed officials named from any loss, cost and expense and, any and all claims against them or any of them, for contribution and indemnity by any other person, firm or corporation which arises from, or is related to construction, presence, existence or maintenance of the BMP(s) by the Landowner or Municipality. In the event that any judgment or claim against the Municipality, its designated representatives, employees, staff elected or appointed officials will be allowed by any court of competent jurisdiction, then the Landowner shall pay all costs and expenses relating to said judgment or claim in order that the same be immediately fully satisfied.

8. The Municipality shall make every effort to inspect the BMP(s) at a minimum of once every three years to insure their continued functioning. However, in the event that the Municipality fails, for whatever reason, to perform said inspections the failure to provide such inspection shall in no way be used against the Municipality; the responsibility for the maintenance and operation and repair BMP(s) shall always be the sole responsibility of Landowner hence, it is Landowner's responsibility to properly inspect the BMP at regular intervals to insure its continued and proper functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Delaware County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his heirs, administrators, executors, and assigns, and any other successors in interests, in perpetuity.

ATTEST: [Signature]

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

[Signature]
David Bashore, Twp. Manager DAM

(SEAL)

For the Landowner:

VILLANOVA UNIVERSITY

By: [Signature]
Robert H. Morro
Executive Director, Facilities Management

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
(City, Township)
Township of Radnor
County of DELAWARE, Pennsylvania

I, the undersigned officer, a Notary Public in and for the County and State aforesaid, whose

commission expires on the 18th day of May, 2009,

hereby acknowledge, personally appeared Robert H. Morro, who being Executive Director for Facilities Management of the Villanova University duly sworn according to law, deposes and says that he/she is the owner or equitable owner of the property herein described.

GIVEN UNDER MY HAND THIS 8th day of November, 2006.

[Signature]
NOTARY PUBLIC

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susanna M. Reilly, Notary Public
Radnor Twp., Delaware County
My Commission Expires May 10, 2009
Member, Pennsylvania Association of Notaries