



Prepared By: Eric M. Brown, Esquire  
Siana, Bellwoar & McAndrew, LLP  
941 Pottstown Pike, Suite 200  
Chester Springs, PA 19425

Return To: Eric M. Brown, Esquire  
Siana, Bellwoar & McAndrew, LLP  
941 Pottstown Pike, Suite 200  
Chester Springs, PA 19425

RETURN TO  
West Brandywine  
Township

I hereby certify that the true and correct address of the Grantee, West Brandywine Township, is 198 Lafayette Road, Coatesville, PA 19320  
*[Signature]*  
For Grantee

Property Address: 244 Lafayette Road  
Coatesville, PA 19320  
UPI Nos. 29-3-55 and 29-3-57 (part of)

ME  
ESA  
Mop  
13/2

**TRAIL AND PARKING LOT EASEMENT AGREEMENT**

This Agreement, made this 30<sup>th</sup> day of May, 2019, by and between West Brandywine Township ("Township"), 198 Lafayette Road, Coatesville, PA 19320, of the first part; and The Estate of Timothy D. Hawkins and Sally P. Hawkins, of the second part ("Landowner") (collectively, the "Parties").

WHEREAS, the Landowner is the record owner of two parcels of real property within the Township and West Caln Township, Uniform Parcel Identifier Nos. 29-3-55 and 29-3-57, being 20.86 +/- acre in the aggregate, with an address of 244 Lafayette Road, Coatesville, PA, (collectively, the "Subject Property"); and

WHEREAS, the Parties agree that the Subject Property is located in an ideal location to serve as a trail linkage between anticipated future trail systems in the Township, the connection of which would allow the community to travel by trail to areas where there are no existing trails, sidewalks or other available walkways; and

WHEREAS, the Landowner desires to allow, and the Township desires to install and maintain, itself or by and through its authorized assigns, a trail through and over a portion of the Subject Property for non-motorized, trail usage.

NOW THEREFORE, in consideration of the covenants herein contained, the Parties agree as follows:



1. TRAIL & PARKING LOT EASEMENT: The Landowner does hereby grant a ten (10) foot wide public trail easement (19 foot wide over the bridge) to the Township, its successors and assigns, to utilize and maintain a public walking trail, signs, and any other necessary trail related improvements (collectively, the "Trail") on the Subject Property as depicted, described and delineated on Exhibit "B." The Trail (other than the bridge) shall be maintained in a natural state, being grass, stone (whole, crushed or stone dust), wood chips, dirt, or other mutually-agreeable surface material, no greater than ten (10) feet in width (19 feet wide over the bridge) ("Trail Easement") as depicted on Exhibit "B." Township shall also have the right to construct a parking lot no larger than twenty (20) foot by forty (40) foot. The parking lot shall also be maintained in a natural state, being grass, stone, wood chips, dirt, or other mutually-agreeable surface material. The location of the trail and parking lot are more fully described in the attached legal description, which is marked hereto, incorporated herein and referenced as Exhibit "A-1 & A-2."

2. TEMPORARY CONSTRUCTION EASEMENT: The Landowner hereby conveys and grants to the Township, its, successors and assigns, a temporary, non-exclusive easement ("Temporary Construction Easement") over, under, in, along and upon the portion of the Subject Property as depicted, described and delineated on Exhibit "B," for use in the initial construction and installation of the trail improvements and other construction purposes reasonably related to the initial construction of the trail improvements. The Temporary Construction Easement shall expire on the date that the construction of the trail improvements is completed, except as extended in writing by the Parties. The Township agrees to provide the Landowner with at least thirty (30) days' notice prior to the commencement of any construction. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of the Township to the Temporary Construction Easement area shall automatically terminate, except with respect to the rights of the Township to the Trail Easement set forth in paragraph 1 above.

3. REPRESENTATIONS AND WARRANTIES: Neither the Landowner nor the Township make any representations by execution of this Agreement that the Trail is safe for any intended purpose. The Parties further agree that this Agreement does not confer any enforceable rights or remedies upon any persons other than the signatories hereto, and any third-party usage of the trail shall be subject to all immunities of the Township and Landowner under the Recreational Use of Land and Water Act and as otherwise provided by law. There are no third-party beneficiaries to this Agreement.

4. SIGNAGE: The Township shall install signage within the trail and parking lot easement areas to advise users of the Trail of its location and limitations on its use. Signage is to be approved by Landowner before installation.

5. MAINTENANCE: The Township shall be responsible for maintenance of the trail and signage reflected on Exhibit "B", associated with the Trail-related improvements. The Township shall be responsible for maintaining the waterway on the Subject Property, as depicted, described and delineated on Exhibit "B". The duty to maintain the waterway shall include clearing of log jams at the bridge and may, at the Township's election and upon approval of the Landowner, include maintenance or removal of trees to prevent log jams or damage to the bridge. The Township shall have the right, but not the obligation, to maintain, restore, repair, or rebuild the bridge.



6. RULES AND RESTRICTIONS: The Parties agree that the following rules and regulations shall be established and maintained for the use of the Trail:

- a) All of the rules and regulations set forth in West Brandywine Code of Ordinances apply to the use of the Trail.
- b) No motorized vehicles (including automobiles, go-karts, all-terrain-vehicles and dirt bikes) may be utilized on the Trail through the Subject Property. Equestrian use of the Trail shall be permitted, provided that such users undertake appropriate measures not to damage the Trail (e.g., through extensive wear and tear, by failing to clean up and remove horse manure, etc.). The Township may, upon request of Landowner or of its own volition, suspend equestrian use of the Trail to the extent that appropriate care is not being provided by such users. Biking and cross country skiing may also be permitted at the Township's election.
- c) Use of the Trail by the public is limited to the Trail Easement area.
- d) Public access to the Trail may be temporarily closed by the Landowner or the Township in order to provide for maintenance to the Subject Property or the Trail.
- e) Use of the Trail shall not be permitted before dawn or after dusk. The Township may establish more restrictive times of permissible use.

7. IMMUNITIES AND INDEMNIFICATION: The Parties agree and recognize that they are subject to certain immunities with respect to the ownership and use of the Trail, including, but not limited to the Pennsylvania Political Subdivision Tort Claims Act, 53 P.S. § 8541 *et seq.*, and the Recreational Use of Land and Water Act, § 477 *et seq.* The Township shall maintain liability insurance, listing the Landowner as an additional insured, for the Trail Easement, and hereby agrees to defend and indemnify the Landowner with respect to any claims, losses, damages or expenses sought by a third party relating to use of the trail or parking lot, unless such claims arise from Landowner's intentional acts.

8. COMPENSATION: The Township agrees to pay Landowner the amount of Three Thousand Four Hundred and Twenty Dollars (\$3,420) for this trail and parking lot easement.

9. All references to the Township shall be construed to incorporate West Brandywine Township, its governing body, elected and appointed officials, consultants, and heirs, successors and/or assigns.

10. All references to the Landowner shall be construed to incorporate the Landowner, and their heirs, successors and/or assigns.



11. In the event that the Landowner sell, transfer or otherwise convey the Subject Property, they shall inform the purchaser or grantee of such conveyance of the instant Easement and the requirements hereof and the successor in interest shall be bound by the instant Agreement.

12. This Agreement shall be recorded in the office of the Recorder of Deeds of Chester County, Pennsylvania and indexed therein against the Subject Property and the name of the Landowner, and shall constitute a covenant running with the land, binding on the Parties, their heirs, successors and assigns.

13. This Agreement, together with the Exhibits hereto and made part hereof, constitutes the entire understanding and agreement of the Parties. The Agreement may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of the Parties.

14. The Parties shall not assign any of their rights, duties or obligations under this Agreement without the express written consent of the other party.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement the day and year aforesaid.

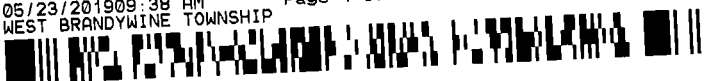
**WEST BRANDYWINE TOWNSHIP**

BY: John W. Cassels, Jr.  
John W. Cassels, Jr., Chairman

**LANDOWNER**

BY: Sally P. Hawkins  
Executrix, The Estate of  
Timothy D. Hawkins

BY: Sally P. Hawkins  
Sally P. Hawkins



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : §§

On this 2<sup>ND</sup> day of May, A.D. 20 19, before me, a notary public in and for the Commonwealth of Pennsylvania, personally appeared, John W. Cassels, Jr., who acknowledged himself to be the Chair of the Board of Supervisors of West Brandywine Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand an official seal the day and year aforesaid.

*Bonnie T. Lucy*  
\_\_\_\_\_  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Bonnie T. Lucy, Notary Public  
Chester County  
My commission expires March 17, 2020  
Commission number 1098596  
Member, Pennsylvania Association of Notaries



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
: §§  
COUNTY OF *Chester* :

On this 3<sup>rd</sup> day of May, A.D. 2019, before me, a notary public in and for the Commonwealth of Pennsylvania, personally appeared, Sally P. Hawkins, the Executrix for the Estate of Timothy D. Hawkins, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Bonnie T. Lucy  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Bonnie T. Lucy, Notary Public  
Chester County  
My commission expires March 17, 2020  
Commission number 1098596  
Member, Pennsylvania Association of Notaries







**EXHIBIT "A-1 and A-2"**

**Legal Descriptions**





**Herbert E. MacCombie, Jr., P.E.**  
CONSULTING ENGINEERS & SURVEYORS, INC.  
1000 PALMERS MILL ROAD  
MEDIA, PA 19063

James W. MacCombie, P.E., P.L.S.  
Herbert E. MacCombie, III, Technician

REPLY TO:  
P.O. BOX 118  
BROOMALL, PA 19008-0118

April 18, 2019

**EXHIBIT 'A-1'**

**DESCRIPTION  
OF  
TEN FEET WIDE TRAIL EASEMENT  
THROUGH LANDS OF  
TIMOTHY D. AND SALLY<sup>W</sup>HAWKINS  
LAFAYETTE ROAD  
WEST BRANDYWINE TOWNSHIP, CHESTER COUNTY, PA.**

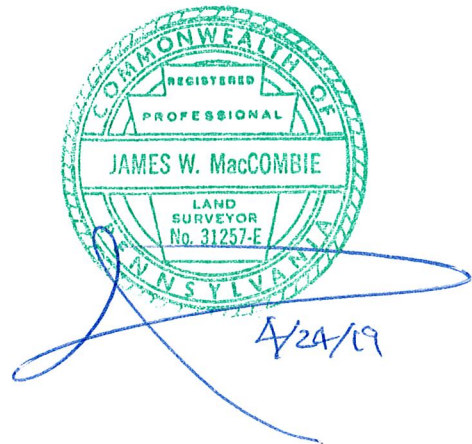
**ALL THAT CERTAIN** ten (10) feet wide Trail Easement **SITUATE** in the Township of West Brandywine, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Trail Easement through lands of Timothy D. and Sally Hawkins, Lafayette Road" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc. Broomall, PA dated April 18, 2019 and being more specifically described as follows to wit:

**BEGINNING** at the intersection, of the title line of Lafayette Road T-437, as laid out forty one and one half (41.50) feet wide, and the centerline of the former Wilmington and Northern Branch of the Reading Railroad (60 feet wide); thence extending from said point of beginning along the title line of Lafayette Road, S71°10'00"E, a distance of 5.12 feet to a point; thence extending from said point and leaving the said title line of Lafayette Road, S31°23'00"W, a distance of 58.06 feet to a point; thence extending from said point along the arc of a circle curving to the left in a Southwesterly direction, having a radius of 657.65 feet, the arc distance of 292.02 feet (Chord: S17°31'43"W; 289.63') to a point; thence extending from said point and crossing a fifty (50) feet wide right-of-way of the now or former Mobil Oil Pipeline, S04°31'38"W, a distance of 49.91 feet to a point; thence extending from said point along the arc of a circle curving to the left in a Southwesterly and Southeasterly direction having a radius of 636.44 feet, the arc distance of 282.34 feet to a point (Chord: S10°06'51"E; 280.03') feet to a point; thence extending from said point, S21°24'30"E, a distance of 155.84 feet to a point; thence extending from said point, N67°17'24"E, a distance of 4.50 feet to a point; thence extending from said point along the edge of an existing bridge and crossing the West Branch of the Brandywine Creek and passing into West Caln Township, S22°34'03"E, a distance of 101.26 feet to a point; thence extending from said point, S67°34'33"W, a distance of 3.97 feet to a point; thence extending from said point, S23°31'04"E, a distance of 137.00 feet to a point along a line of the lands of the now or late Joseph E. Jr., and Carolyn Dunn; thence extending from said point along a line of the lands of Dunn, S65°37'40"W, a distance of 6.11 feet to an iron pin marking a corner of the lands of Dunn, the lands of the now or late Timothy D. and Sally P. Hawkins, and the lands of the now or late Patrick W. Holloway; thence extending from said iron pin, N23°02'00"W, a distance of 139.96 feet to a point; thence extending from said point, N22°47'30"W, a distance of 2.71 feet to a point; thence extending from said point, N81°59'15"W along a line of the lands of Holloway, a distance of 11.67 feet to a point; thence extending from said point and leaving said line of the lands of the now or late Holloway along



the edge of an existing bridge and re-crossing the West Branch of the Brandywine Creek into West Brandywine Township, N22°34'03"W, a distance of 101.16 feet to a point; thence extending from said point N67°17'24"E, a distance of 4.50 feet to a point; thence extending from said point through the lands of Hawkins and the former railroad bed of the Wilmington and Northern Branch of the Reading Railroad the following five (6) courses and distances; (1) extending N21°24'30"W, a distance of 155.95 feet to a point; thence (2) extending along the arc of a circle curving to the right in a Northwesterly and Northeasterly direction, having a radius of 646.44 feet, the arc distance of 286.82 feet (Chord: N10°06'84"W; 284.47') to a point; thence (3) extending and re-crossing the aforementioned pipeline right-of-way N04°31'38"E, a distance of 50.10 feet to a point; thence (4) extending along the arc of a circle curving to the right in a Northeasterly direction having a radius of 667.65 feet, the arc distance of 296.58 feet (Chord: N17°31'54"E; 294.15') to a point; thence (5) extending and passing through the bed of Lafayette Road, N31°23'00"E, a distance of 55.94 feet to a point along the title line of Lafayette Road; and thence (6) extending along the title line of Lafayette Road, S71°10'00"E, a distance of 5.12 feet to a point, being the first mentioned point and place of beginning.

Containing: 11,014 S.F. of land more or less.



610-356-9550  
FAX 610-356-5032

**Herbert E. MacCombie, Jr., P.E.**  
CONSULTING ENGINEERS & SURVEYORS, INC.  
1000 PALMERS MILL ROAD  
MEDIA, PA 19063

James W. MacCombie, P.E., P.L.S.  
Herbert E. MacCombie, III, Technician

REPLY TO:  
P.O. BOX 118  
BROOMALL, PA 19008-0118

April 18, 2019

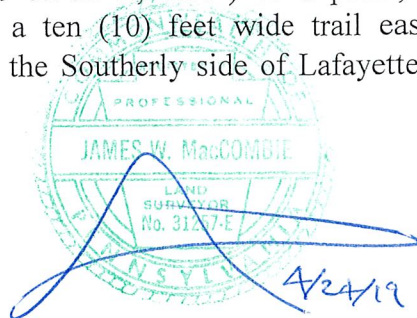
**EXHIBIT 'A-2'**  
**DESCRIPTION**  
**OF**  
**PARKING AREA**  
**WITHIN LANDS OF**  
**TIMOTHY D. AND SALLY HAWKINS**  
**LAFAYETTE ROAD**  
**WEST BRANDYWINE TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** Parking Lot Easement **SITUATE** in the Township of West Brandywine, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Trail Easement through lands of Timothy D. and Sally Hawkins, Lafayette Road" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc. Broomall, PA dated April 18, 2019 and being more specifically described as follows to wit:

**BEGINNING** at a point along the Southerly side of Lafayette Road (T-437), as laid out forty one and one half (41.50) feet wide, said point being measured the following two (2) courses and distances from the intersection of the centerline of the former sixty (60) feet wide right of way of the Wilmington and Northern Branch of the Reading Railroad and the title line of Lafayette Road; thence (1) extending along said title line, S71°10'00"E, a distance of 5.12 feet to a point; and thence (2) extending from said title line of Lafayette Road and passing through the bed of Lafayette Road, S31°23'00"W, a distance of 37.76 feet to a point along the Southerly side of Lafayette Road, being the point of beginning; thence extending from said point and place of beginning along the said Southerly side of Lafayette Road, along the arc of a circle curving to the left in a Southeasterly direction having a radius of 436.50 feet, the arc distance of 40.00 feet (Chord: S70°50'13"E; 37.80') to a point; thence extending from said point and leaving said Southerly side of Lafayette Road and passing over the ultimate right-of-way line, twenty five (25) feet South of the centerline, through a portion of the lands of the now or late Timothy D. and Sally P. Hawkins, S16°40'54"W, a distance of 28.50 feet to a point; thence extending from said point and continuing through the same along the arc of a circle curving to the right in a Northwesterly direction, parallel with, and twenty (20) feet South thereof, the ultimate right-of-way line, having a radius of 465.00 feet, the arc distance of 44.24 feet (Chord: N70°35'35"W; 44.22') to a point; thence extending from said point and continuing through a portion of the lands of Hawkins, N67°52'00"W, a distance of 0.70 feet to a point; thence extending from said point along the arc of a circle curving to the right in a Northeasterly direction, having a radius of 657.65 feet, the arc distance of 8.56 feet (Chord: N29°52'35"E; 8.56') to a point; thence extending from said point along the Easterly side of a ten (10) feet wide trail easement, N31°23'00"E, a distance of 20.30 feet to a point along the Southerly side of Lafayette Road, being the first mentioned point and place of beginning.

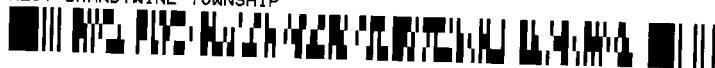
Containing: 1,182 S.F. of land more or less.

11666618 B: 9927 P: 2108 EST  
05/23/2019 09:38 AM Page 11 of 14  
WEST BRANDYWINE TOWNSHIP



**EXHIBIT "B"**

**Plan of the Subject Property  
Delineating the Trail Easement Area**







COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

### RECORDER'S USE ONLY

State Tax Paid 34,20  
Book Number 9927  
Page Number 2098  
Date Recorded 5-23-19

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 <u>Linda Formica</u>		Telephone Number: <u>(610) 380-8200</u>	
Street Address <u>198 Lafayette Rd</u>		City <u>West Brandywine</u>	State <u>PA</u>
		Zip Code <u>19320</u>	

## B. TRANSFER DATA May 2, 2019 Date of Acceptance of Document

Grantor(s)/Lessor(s) <u>Timothy D. Hawkins Sally P. Hawkins</u>		Grantee(s)/Lessee(s) <u>West Brandywine Township</u>	
Street Address <u>244 Lafayette Rd</u>		Street Address <u>198 Lafayette Rd</u>	
City <u>Coatesville</u>	State <u>PA</u>	Zip Code <u>19320</u>	City <u>West Brandywine</u>
			State <u>PA</u>
			Zip Code <u>19320</u>

## C. PROPERTY LOCATION

Street Address <u>244 Lafayette Rd</u>		City, Township, Borough <u>Coatesville West Brandywine</u>	
County <u>Chester</u>	School District <u>Coatesville Area School District</u>	Tax Parcel Number <u>29-3-55 &amp; 29-3-57</u>	

## D. VALUATION DATA

1. Actual Cash Consideration <u>\$3,420.00</u>	2. Other Consideration <u>+</u>	3. Total Consideration <u>= 3,420</u>
4. County Assessed Value	5. Common Level Ratio Factor <u>X</u>	6. Fair Market Value <u>=</u>

## E. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
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### 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 a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If 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 or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- 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 <u>Linda Formica</u>	Date <u>5/20/2019</u>
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# INSTRUCTIONS FOR COMPLETING REALTY TRANSFER TAX STATEMENT OF VALUE

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## SECTION A

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**Correspondent:** Enter the name, address and telephone number of party completing this form.

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## SECTION B

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**Transfer Data:** Enter the date on which the deed or other document was accepted by the Party(ies). Enter the name and address of the Grantor(s)/Lessor(s) and Grantee(s)/ Lessee(s). You must list all names. Attach additional sheet(s) with full name and address of parties involved, if necessary.

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## SECTION C

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**Property Location:** This section deals with the property being transferred; complete fully. Include the tax parcel number where applicable and the county where the Statement is being filed.

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## SECTION D

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**Valuation Data:** Complete for all transactions

1. **Actual Cash Consideration** -- Enter that amount.
2. **Other Consideration** -- Enter the total amount of non-cash consideration such as property and securities. Include mortgages and liens existing before the transfer and not removed thereby, and the agreed consideration for the construction of improvements.
3. **Total Consideration** -- Indicate on line 3 the total of lines 1 and 2. This will be the total consideration for the purchase of the property.
4. **County Assessed Value** - Enter the actual assessed value of the property as per records of the county assessment office.
5. **Common Level Ratio Factor** -- Enter the county common level ratio factor applicable for the county in which the property is located. An explanation of this factor is provided below.
6. **Fair Market Value** -- Multiply the county assessed value (4) and the county common level ratio factor (5) and enter the result in block 6.

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## SECTION E

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**Exemption Data:** Complete only for transactions where an exemption is claimed.

- 1a. **Amount of Exemption Claimed** - Enter the dollar amount of the total consideration claimed as exempt.
- 1b. **Percentage of Interest Conveyed** - Enter the percentage of interest conveyed.
2. **Check Appropriate Box for Exemption Claimed** - Boxes are provided for the most often used Pennsylvania realty exemptions. Each is explained in order of appearance on the Realty Transfer Statement of Value form.

**“Will or Intestate Succession”** - A transfer by Will for no or nominal consideration, or under the intestate succession laws is exempt from tax. Provide the name of the decedent and estate file number in the space provided.

**“Transfer to a Trust”** - A transfer for no or nominal consideration to a trust is exempt from tax when the transfer of the same property would be exempt from tax if the transfer were made directly by the grantor to all the possible (including contingent) beneficiaries. Attach a complete copy of the trust agreement and identify the grantor's relationship to each beneficiary.

**“Transfer Between Principal and Agent”** - A transfer between an agent or principal for no or nominal consideration is exempt. Attach a complete copy of the agency/straw party agreement.

**“Transfer to the Commonwealth, the United States and Instrumentalities by Gift, Dedication, Condemnation or in Lieu of Condemnation.”** - If the transfer is by condemnation or in lieu of condemnation, attach a copy of the resolution.

**“Transfer from Mortgagor to Holder of a Mortgage in Default”** - A transfer from a mortgagor to a holder of a mortgage in default, whether pursuant to a foreclosure or in lieu thereof, is exempt. Provide the mortgage book number and page number where mortgage is recorded.

**“Corrective Deed”** - A deed for no or nominal consideration which corrects or confirms a deed that was recorded previously but does not extend or limit the title or interest under the prior deed is exempt from tax. Attach a complete copy of the prior deed being corrected or confirmed.

**“Statutory Consolidation, Merger or Division”** - A transfer made pursuant to the statutory consolidation or merger of a corporation (15 Pa. C.S. §1921-1932 or 15 Pa. C.S. §5921-5930) or the statutory division of a nonprofit corporation (15 Pa. C.S. §5951-5957) is exempt from tax. Attach a copy of the articles of consolidation, merger or division.

**“OTHER” (PLEASE EXPLAIN EXEMPTION CLAIMED IF OTHER THAN THOSE LISTED ABOVE.)-**

When claiming an exemption other than those listed, you must specify which exemption is claimed. When possible, provide the applicable statutory citation. Attach additional pages, if necessary. Attach a copy of applicable documentation.

### COMMON LEVEL RATIO FACTOR

This is a property valuation factor provided by the PA Department of Revenue by which the county assessed value is multiplied to determine the taxable value of real estate for all nonarm's length transactions, leases and acquired companies. The factor is based on the common level ratio established by the State Tax Equalization Board. The common level ratio is a ratio of assessed values to current fair market values as reflected by actual sales of real estate in each county. A statewide list of the factors is available at the Recorder of Deeds' office in each county.

**THIS STATEMENT MUST BE SIGNED BY A RESPONSIBLE PERSON CONNECTED WITH THE TRANSACTION.**