

North Penn Abstract Co.
35 Green Street
Lansdale, Pa. 19446

Fax Cover Sheet

DATE: May 17, 2016

TO: Hamburg, Rubin, Mullin

Paul G. Mullin

PHONE: 215-661-0400

P. Mullin @ HRMML. Com

FROM: Linda Woods
North Penn Abstract Co.

PHONE: 215-362-0475

FAX: 215-361-0780

E-MAIL: documents@northpennabstract.com,

RE: NPA 44950
Towamencin Ave.
Upper Gwynedd Twp.

Number of pages including cover sheet:

Message

Following please find:

- Title Commitment
- Tax Information County: Next due date 3/31/2016
 Township: Next due date 3/31/2016
 School: Next due date 8/31/2016
- Wiring Instructions
- Settlement Notice
- Closing Protection Letter
- Domestic Relations Affidavit

Cc: Todd E. Walker

If you should require anything further, please advise ASAP.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Towamencin Avenue
Upper Gwynedd Township
Montgomery County, PA

Lansdale, PA 19446

Issued by

16-44950



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Chairman of the Board



President

Countersigned:

Authorized Countersignature

North Penn Abstract Co.
35 Green Street, P.O. Box 2
Lansdale, PA 19446
Phone: 215 362-0475 Fax: 215 361-0780

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>> .*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Stewart Title Guaranty Co.

Commitment No. **44950**

Effective date: **April 25, 2016**

COMMITMENT SCHEDULE A

1. Policy or Policies to be issued:

_____ ALTA Homeowner's Policy of Title Insurance
(10/17/98) Modified

_____ ALTA Expanded Coverage Residential Loan Policy
(10/13/01) Modified

XXX ALTA Policy Form (6/17/2006)

_____ ALTA Short Form Residential Loan Policy (6/17/2006)

(a)	Owner's Policy	Amount
	Proposed Insured:	\$ 38,000.00
	Todd Walker	
(b)	Loan Policy	
	Proposed Insured: N/A	N/A

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple and title to the estate or interest in said land is at the effective date hereof vested in:

North Penn Water Authority, a Municipal Corporation, in fee

Title acquired by: **BEING INTER ALIA (Well Site 9) THE SAME Premises which The Borough of Lansdale, a Municipal Corporation, by Deed dated August 31, 1965, and recorded September 3, 1965, in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Deed Book 3395, Page 276, granted and conveyed unto North Penn Water Authority, a Municipal Corporation, in fee.**

3. The land referred to in this Commitment is described in Schedule C.

Stewart Title Guaranty Co.

Commitment No. 44950

SCHEDULE B - SECTION I

The following are the requirements to be complied with:

1. The Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.
 - a. **Deed from North Penn Water Authority, a Municipal Corporation, conveying the premises described in Schedule C herein, to Todd Walker.**
2. Town, County and School Taxes and Water and Sewer Rents for the current year. (If paid, receipts are to be produced and filed with the Company.)
PARCEL NUMBER: 56-00-08851-00-3
3. Town, County and School Taxes and Water and Sewer Rents in the years **2014** through **2016** inclusive, to be produced and filed with the Company.
4. Possible additional tax assessments for new construction and/or major improvements.
5. Proof of identity, legal age, competency and marital status of all parties to the transaction.
6. Proof that there are no Overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
7. **REAL ESTATE TAXES**
 - a. **Tax Receipts for the last three years to be produced and filed with the Company.**
 - b. **Current Assessment: \$8,920.00**
 - c. **UPI #: 56-00-08851-00-3**

Stewart Title Guaranty Co.

Commitment No. 44950

**SCHEDULE B – SECTION I
(continued)**

MORTGAGES:

(None)

JUDGMENTS:

(None)

MECHANIC'S AND MUNICIPAL CLAIMS:

(None)

ADDITIONAL REQUIREMENTS:

(None)

Stewart Title Guaranty Co.

Commitment No. **44950**

SCHEDULE B - SECTION II

DISPOSITION

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
3. Accuracy of area content not insured.
4. Easements, or claims of easements, not shown by the public record.
5. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records.
7. **NOTICE:** Your title Insurance covers the cost of closing on the insured real estate property if it takes place during regular office hours and at the office of the title insurance agent or underwriter.

If your closing takes place at a location or time of your choosing, or that of your lender or realtor, the title insurance agent or underwriter may impose an additional charge for this special service. You may determine the amount of this additional charge, if any, by calling: **(215) 362-0475**.

The Department of Insurance requires that an applicant for insurance forward this notice to the consumer.

8. Charter or Certificate of Incorporation and By-Laws of North Penn Water Authority, a Municipal Corporation and all amendments related thereto to be produced.
9. Copy of Resolution of the Board of Directors of North Penn Water Authority, a Municipal Corporation authorizing the conveyance to the insured, certified to be adopted in accordance with provisions of its Charter and By-Laws to be produced and filed with Company.
10. If the conveyance is part of a transaction not in the ordinary courses of business of North Penn Water Authority, a Municipal Corporation which involves the sale of all or substantially all of its assets, resolutions of shareholders approving same to be produced.
11. Proof that the present conveyance does not represent more than 51% in value of the Grantors Real Estate in Pennsylvania, or Certificate of Secretary of Revenue or other authorized Public Officer, that all taxes due by said Corporation to the Commonwealth of Pennsylvania to and including the date of the present conveyance have been paid in full.
12. Settled taxes due the Commonwealth of Pennsylvania by North Penn Water Authority, a Municipal Corporation.

NOTICE – Company does not assume any liability for or make any representation regarding compliance with Title 72 P.S. §1403 of the Fiscal Code.
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Stewart Title Guaranty Co.

Commitment No. 44950

SCHEDULE C Legal Description

ALL THAT CERTAIN piece or parcel of land, Situate in the Township of Upper Gwynedd, County of Montgomery and State of Pennsylvania, bounded and described according to a survey thereof made by Herbert H. Metz, Registered Engineer and Land Surveyor, on March 1, 1927, as follows, to wit:

BEGINNING at a point in the Southeast side line of Towamencin Avenue (48 feet wide) at the distance of 585.76 feet Southwesterly from the center line of White's Road (33 feet wide) said beginning point being a corner of this and other land now or late of said Henry S. Gerhart; thence along land now or late of Henry S. Gerhart South 46 degrees 32 minutes East 190.2 feet to a point in the Northwest side line of a 20 feet wide alley, herein and hereby dedicated to public use forever; thence along said side line of said alley, South 45 degrees 21 minutes West 44.94 feet to a point, a corner of this and other land now or late of the said Henry S. Gerhart; thence along the same North 46 degrees 32 minutes West 191.43 feet to a point in the Southeast side line of Towamencin Avenue, aforesaid; thence along the same North 46 degrees 55 minutes East 45 feet to the place of beginning.

BEING: WELL SITE 9.

BEING County Parcel Number: 56-00-08851-00-3

BEING INTER ALIA (Well Site 9) THE SAME Premises which The Borough of Lansdale, a Municipal Corporation, by Deed dated August 31, 1965, and recorded September 3, 1965, in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Deed Book 3395, Page 276, granted and conveyed unto North Penn Water Authority, a Municipal Corporation, in fee.

The Commonwealth of Pennsylvania Department of Insurance requires that we send the following notice to you, our applicant, prior to closing. They further require that you, the applicant, forward this notice to the consumer in advance of the day of closing:

NOTICE

Your title insurance fee covers the cost of closing on the insured real estate property IF it takes place during regular office hours and at the office of the Title Insurance Agent or Underwriter.

If your closing takes place at a location or time of your choosing, or that of your lender or realtor; the title insurance agent or underwriter may impose an additional charge for this special service. You may determine the amount of this additional charge, if any, by calling the agent.

NOTICE

If this conveyance or refinance occurs within ten years of a previous insurance of the same property, you may be entitled to a reduced rate. You may determine eligibility for a reduced rate, if any, by calling the agent.

NOTICE: ATTENTION IS DIRECTED TO THE PROVISIONS OF THE PENNSYLVANIA HUMAN RELATIONS ACT (Act of October 27, 1955, as amended (43 P.S. s 951 et seq.)) prohibiting discrimination because of race, color, religious creed, ancestry or national origin in the selling, leasing or financing of commercial housing. The said law pertains to all housing accommodations except (1) those situated in a single or two unit building in which one of the units is occupied by the owner thereof, and (2) those owned by religious, charitable, educational, private and fraternal organizations to promote the religious principles or the aims, purposes or fraternal principles for which such organizations were established. This notice does not in any way constitute an objection or defect in the title of the premises being conveyed, but is being given in accordance with 16 Pa. Code s. 43.13 (relating to giving of notice by title insurance companies) adopted by the Pennsylvania Human Relations Commission.

NOTICE

PRIVACY POLICY: Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies of Stewart Title Guaranty.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as applications or other forms.
- Information about your transactions we secure from our files, or from Stewart Title Guaranty or others.
- Information we receive from a computer reporting agency.
- Information from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic information.