by me, apart from her husband, selmowledged that she executed the said indenture willingly, without compulsion or threats, or feer of her husband's displeasure.

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

• Howard C. Aurts
• Hotery Public
• Appointed March 5, 1938
• For 2 Years
• Deloware

Notary Public

Received for Record Oct. 25, 1938

Albert Stetser

Recorder

" E 'A"

THIS DEED, Made this twenty-first day of October in the year of our Lord onethousand nine hundred and thirty-eight,

BETWEEN, Lowrence P. Talley and Mildred P. Talley, of Brandywine Hundred, New Castle County and State of Delaware, parties of the first part, and Marjorie A. Purner, single woman, of the City of Wilmington, County of New Castle and State of Delaware, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Dollars (\$5.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

ALL That certain tract of farm land with the building therein erected, situate in Brandywine Hundred, New Castle County and State of Delaware, more particularly bounded and described as follows, to-wit:-

BEGINNING at a point on the centre line of the Foulk Road at a corner of lands of Curtis b. Talley, said point of Beginning being distant along the said centre line of the roulk Road South 45 degrees 33 minutes 30 seconds West 802.11 feet from the centre line of the Silverside Road; thence from seid beginning point along the centre line of the Foulk Road South 45 degrees 36 minutes 30 seconds West 367.23 feet and South 46 degrees 8 minutes West 869.73 feet to a corner of lands of John Webster; thence slong line of lands of said John Webster worth 41 degrees 53 minutes 15 seconds West 742.52 feet and north 41 degrees 49 minutes 45 seconds West 942.53 feet to an old corner atone; a corner of lands formerly of Clark Webster now lands of John Schutterlee; thence slong line of lands of said John Schutterlee Worth 12 degrees 35 minutes west 715.12 feet to a corner of lands of the Thomas Gray Estate; thence theraby north 45 degrees 35 minutes 45 accords East 425.26 feet, North 46 degrees 1 minute 45 seconds East 651.41 feet and north 49 degrees 31 minutes 30 seconds East 178.24 feet to a corner of lands formerly of Curtis D. Talley, now lands of Leonard G. Wise; thence along line of lands of said Leonard G. Wise South 39 dagrees 4d minutes 30 seconds East 217.32 feet to a corner of lands of Curtis B. Telley; thence along line of lands of said Curtis B. Telley South 39 degrees 48 minutes 30 seconds East 228.90 feet, south 41 degrees 2d minutes East 450.49 feet. South 41 degrees 50 minutes 45 seconds East 656.98 feet and South 42 degrees 31 minutes East 838.05 feet to the Place of Beginning. Containing within said metas and bounds 67.94 acres be the same more or less. Excepting therefrom the parcels of land previously conveyed to John C. Sinclesr, which said parcel is more particularly described in Deed Record S, Volume 40, Page 137, and percel conveyed to the Mayor

and Council of "ilmington, which said percel is more particularly described in Deed Feoord T. Volume 39, Page 508.

Subject, however, to the following restrictions easements and reservations:-

Use of Land: The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary outbuildings such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the plots upon which such are erected.

At no time shall the land included in swid tract, or any part thereof, or any building erected thereon, be sold, lossed, conveyed to or occupied by anyone not of the aryan branch of the Gaucasian race. This prohibition, however, is not intended to include a domestic servant or other person, while employed in or about the premises by the owner or occupant of any land included in said tract.

Approval of Plans: no building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, the location of driveways, and the grading plan of the percel of land to be built upon, shall have been submitted to and approved in writing by the within mentioned grantors and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

Set-Back; No. building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, street, avenue or drive than 75 feet. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

tree Space; The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground, except as hereinafter provided. Unenclosed covered porches, the floors of which are not higher than the level of tha first floor of the tuilding may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not than 15 feet in height (exclusive of foundation or other support ) may encroach on this area by projecting from the side of the house not more than three feet.

huisences: There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any building or any other structure used

for the purpose of carrying on any buisness, trade or calling; nor shall any noxious, dangerous, or offensive thing, trade or business, whatsoever be permitted or maintained on suid property; nor shall there be erected, permitted, maintained or operated upon any of the land included in said tract any graveyard, hospital, sanitarium or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy wault or any kind or privy, nor shall any plent of manufacturing establishment of any kind, nor billboard, nor live poultry, hogs, cattle or other livestock be kept thereon.

Sanitations For each and every plot or parcel of land that shall hereufter be employed for residence purposes, there shall be provided and maintained
by the grantee, her heirs, or assigns, a septic tank sewage disposal system with
overflow drainage through field tile with uncemented joints laid upon a bed of
cinders or crushed rock not less than one foot deep. The septic tank shall have
a capacity or not less than 400 gallons, and the length of the drainage per person
served shall be not less than 20 feet.

Right to fodify: The said grantors hereby expressly reserve the right at any time to annul, weive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, se to any part of said tract then owned by the said grantors, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfers.

Right to abste and Enforce: Violation of any restriction or condition, or breach of any covenant or agreement herein contained shall give the said granters, in addition to all other remedies, the right to enter upon the land or upon such as violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said granters shall not thereby be deemed guilty of any manner of trespess for such entry, abatement or removal.

Fullure by the said grantors or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.

Right to Assigns Any or all of the rights and powers, titles, and estates reserved or given to the said grantors in this deed may be assigned to any one or more individuals, comporations or associations that will agree to assume said right, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignees or transferes shall join for the purpose of evidencing its, his, her, their consent to the acceptance of such rights and powers; and such assigness or transferes shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the said grantors, the said grantors thereupon being released therefrom.

Essements Reserved: Essements and rights of way are hereby expressly reserved in end over the reer five feet of each lot and over the side yards thereof for a distance of three feet from the side property lines of each lot shown on said

plot; such easements and rights of way shall have the following purposes; for the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gas. water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the first part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

Right to Terminate: These covenants shall be taken to be real covenants running with the land and shall be binding upon the heirs, executors, administrators and assigns of the grantee until December 31, A. D. 1960, at which time they shall be considered to be extended in their entirety for in additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31, 1960, or prior to the expiration of some one of the ten years extension periods, appropriate instruments in writing consenting to their Termination in whole, or in part shall be filed for record, executed and acknowledged by the said grantors and by the owners of not less than two-thirls of all the frontage as being to their best interest.

I. WITHESS WHEREOF, the said parties of the first part have bereunto set their hands and seals the day and year aforessid.

```
Scaled and Delivered
                                                             Lawrence P. Palley
in the presence of Howard C. Hurtz
                                                             Fildred P. Talley
                                                                                      (SEAL)
State of Delaware (
New Castle County (
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BE IT REMEMBERED, That on this Twenty-first day of October in the year of our Lord one thousand nine hundred and thirty-eight personally came before me, the subscriber, a Notary Public of and for the County and State aforesaid, Lawrence P. Talley and Mildred P. Talley, his wife, parties to this indenture, known to me personally to be such, and severally acknowledged this indenture to be their deed. and the said Mildred P. Talley, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the axid indenture willingly, without compulsion or threats, or fear of her husband's displossure.

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

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noward C. Kurts
noward C. Aurtz
actory sublic
appointed March 5, 1936
for 2 Years
                                                                  Notary sublic
                                                    Received for Record Oct. 25, 1938
Do la ware
                                                                   Albert Stetser
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THIS INDENTURE, Made the seventh day of January in the year of our Lord one thousand nine hundred and twenty-eight.

BETWEEN The Holloway Company, a corporation of the State of Maryland, party of the first part, and Eugene Joseph Shields and Rose McDede Shields, his wife, of the City of Wilmington, County of New Castle and State of Delaware, parties of the second part.

#### Deed

BETWEEN

Lawrence P. Talley and Mildred P. Talley

AND

Marjorie A. Purner

CONTAINING

Restrictions, Covenants, Conditions, Etc.

Relating To



Brandywine Hundred, New Castle Co. Delaware

#### NOTICE

Land in Pembrey, located in Brandywine Hundred, New Castle County and State of Delaware, will be conveyed subject to the provisions of this Deed dated October 21, 1938, and recorded in Deed Record C, Volume 41, Page 272, etc., Plot plan appearing in Record V, Volume 35, Page 601, dated September 29, 1938.

Imamuch as the various restrictions, easements, coverants, conditions, etc., which appear herein will not be repeated in the Deeds to purchasers, a copy of this pampiller should be delivered with each Deed and Contract of Sale and should be read carefully by the purchaser so that he may have full knowledge concerning the said restrictions, easements and coverants.

Upon re-sale of any property in Pembrey, this pumphlet should be delivered to the purchaser at such re-sale.

Each Doed for the Sale of land in Pembrey should contain a proper reference to this Doed and Plot Record.

LAWRENCE P. TALLEY, MILLDRED P. TALLEY, Outners. Tess Dzzo, Made this twenty-first day of October, in the year of our Lord one thousand nine hundred and thirty-eight,

#### Beimeen

LAWRENCE P. TALLEY and MILDRED P. TALLEY, of Brandywine Hundred, New Castle County and State of Delaware, parties of the first part,

#### And

Manjour A. Punner, Single Woman, of the City of Wilmington, County of New Castle and State of Delaware, party of the second part,

Wirmssern, That the said parties of the first part, for and in consideration of the sum of Five Dougass (\$7.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

#### All

That certain tract of farm land with the buildings thereon erected, situate in Brandywine Hundred, New Castle County and State of Delaware, more particularly bounded and described as follows, to wit:—

Becausing at a point on the centre line of the Foulk Road at a corner of lands of Curtis B. Talley, said point of Becausing being distant along the said centre line of the Foulk Road South 45 degrees 33 minutes 30 seconds West 802.11 feet from the centre line of the Silverside Road; thence from said Becausing point along the centre line of the Foulk Road South 45 degrees 36 minutes 30 seconds West 367.23 feet and South 46 degrees 8 minutes West 869.73 feet to a corner of lands of John Webster; thence along line of lands of said John Webster North 41 degrees 53 minutes 15 seconds West 742.52 feet and North 41 degrees 49 minutes 45 seconds West 942.53 feet to an old corner stone; a corner of

hads formerly of Clark Webster now lands of John Schutterlee: thence along line of lands of said John Schutzerlee North 42 degrees 35 minutes West 715.12 feet to a corner of lands of the Thomas Gray Estate: thence thereby North 45 degrees 35 minutes 45 seconds East 429.26 feet. North 46 degrees 1 minute 45 seconds East 651.41 feet and North 49 degrees 31 minutes 30 seronds East 178.24 feet to a corner of lands formerly of Curtis B. Talley, now lands of Leonard G. Wise; thence along line of backs of said Leonard G. Wise South 39 degrees 48 minutes 30 seconds East 217.32 feet to a corner of kinds of Curtis B. Talley; thence along line of lands of said Curtis B. Talley South 30 degrees 48 minutes 30 seconds East 228.00 feet, South 41 degrees 28 minutes East 450.40 feet, South 41 degrees 50 minutes 45 seconds East 656.08 feet and South 42 degrees 31 minutes East 838.05 feet to the Place of Becanning. Containing within said motes and bounds 67.04 acres be the same more or less. Excertise therefrom the percels of land previously conveyed as follows:

To Mayor and Council of Wilmington, consisting of 2.42 acres of land, which said parcel is more particularly described in Deed Record T, Volume 39, Page 508.

To John C. Sinclear, consisting of 1.17 acres of land, which said parcel is more particularly described in Deed Record S, Volume 40, Page 137.

#### RESTRICTIONS

Surject, however, to the following restrictions, easements and reservations:—

1. Use or LAND: The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary outbuildings such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the plots upon which such are erected. Each dwelling to be designed for occupation by a single family.

At no time shall the land included in said tract, or any part thereof, or any building erected thereon, be sold, leased, conveyed to or occupied by anyone not of the Aryan branch of the Caucasian race. This prohibition, however, is not intended to include a domestic servant or other person, while employed in or about the premises by the owner or occupant of any land included in said tract

- 2. APPROVAL OF PLANS: No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made. until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, the location of driveways, and the grading plan of the percel of land to be built upon, shall have been submitted to and approved in writing by the within mentioned grantors and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.
- 3. Ser-Back: No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, street, avenue or drive than 75 feet. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

- 4. Free Space: The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground, except as hereinafter provided. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than three feet.
- 5. NURANCES: There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any building or any other structure used for the purpose of carrying on any business, trade or calling; not shall any notious, dangerous, or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall there be erected, permitted, maintained or operated upon any of the hand included in said tract any graveyard, hospital, sunitarium or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy vault or any kind of privy, nor shall any plant or manufacturing establishment of any kind, nor billboard, nor live poultry, hogs, cattle or other livestock be kept thereon.
- 6. Sanitation: For each and every plot or parcel of land that shall hereafter be employed for residence purposes, there shall be provided and maintained by the grantee, her heirs or assigns, a septic tank sewage disposal system with overflow drainage through field tile with uncemented joints laid upon a bed of cinders or crushed rock not less than one foot deep. The septic tank shall have a capacity of not less than 400 gallons, and the length of the drainage per person served shall be not less than 20 feet.
- 7. RIGHT TO MODIFY: The said grantors hereby expressly reserve the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned.

by the said grantors, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfare.

8. RIGHT TO ABATE AND ENFORCE: Violation of any restriction or condition, or breach of any coverant or agreement herein contained shall give the said grantors, in addition to all other remedies, the right to enter upon the land or upon such as violation or breach exists, and summarily to abote and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Failure by the said grantors or any land owner to enforce any restriction, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.

- 9. RIGHT TO ASSICN: Any or all of the rights and powers, titles and estates reserved or given to the said grantors in this deed may be assigned to any one or more individuals, corporations or associations that will agree to assume said right, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferer shall join for the purpose of evidencing its, his, her, their consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and he subject to the same obligations and duties as are herein given to and assumed by the said grantors, the said grantors thereupon being released therefrom.
- 10. EASEMENTS RESERVED: Easements and rights of way are hereby expressly reserved in and over the rear five feet of each lot and over the side yards thereof for a distance of three feet from the

side property lines of each lot shown on said plot; such easements and rights of way shall have the following purposes: For the erection, construction and maintenance of poles, wires and conducts and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gas, water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the lirst part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

11. Recert to Texasinare: These coverants shall be taken to be real coverants running with the land and shall be hinding upon the heirs, executors, administrators and assigns of the grantee until December 31. A. D. 1960, at which time they shall be considered to be extended in their entirety for an additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31. A. D. 1960, or prior to the expiration of some one of the ten year extension periods, appropriate instruments in writing consenting to their termination in whole, or in part shall be filed for record, executed and acknowledged by the said granters and by the owners of not less than two-thirds of all the frontage as being to their best interests.

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

Sealed and delivered in the presence of Howard C. Kurtz

Lawrence P. Talley (Seal)

Mildred P. Talley (Seal)

Staty of Dylaware

New Castle County

Be It Remembered, That on this twenty-first day of October in the year of our Lord one thousand nine hundred and thirty-eight personally came before me, the subscriber, a Notary Public for and of the County and State aforesaid, Lawrence P. Tatter and Mindson P. Tatter, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be their Deci.

And the said Millottin P. Taller, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said Indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

Given under my Hand and Scal of office, the day and year aforesaid.

Howard C. Kurtz, Notary Public

#### Deed

BETWEEN

Lawrence P. Talley and Mildred P. Talley

AND

Marjorie A. Purner

CONTAINING

Restrictions, Covenants, Conditions, Etc.

Relating To



Brandywine Hundred, New Castle Co. Delaware

## COLICE

Land in Perabrey, located in Brandywine Hundred, New Castle Country and State of Delaware, will be conveyed subject to the provisions of this Deed dated Corober 21, 1938, and recorded in Deed Record C. Volume 41, Page 272, etc., Plot plan appearing in Record V. Volume 34, Page 601, dated September 29, 1938.

Irasmuch as the various restrictions, easements, coverants, conditions, etc., which appear herein will not be repeated in the Deeds to purchasers, a copy of this pumpilet should be delivered with each Deed and Contract of Sale and should be read carefully by the purchaser so that he may have full knowledge concerning the said restrictions, easements and coverants.

Upon resale of any property in Pembrey, this pumphlet should be delivered to the purchaser at such re-sale.

Each Deed for the Sale of land in Pembrey should contain a proper reference to this Deed and Plot Record.

LAWRENCE P. TALLEY,
MILDRED P. TALLEY,
Owners.

This Dizzo, Made this twenty-first day of Octobers, in the year of our Lord one thousand nine hundred and thirty-eight,

# uzanntan

LAWRENCE P. TALLET and Militagen P. TALLET, of Brandywine Hundred, New Casele County and State of Delaware, parties of the first part,

#### Y my

Manganz A. Punyers, Single Woman, of the City of Wilmington, County of New Castle and State of Delaware, party of the second part,

Witnesserre, That the said parties of the first part, for and in consideration of the sum of Five Doutaus (\$7.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

#### 2

That certain tract of farm land with the buildings thereon erected, situate in Brandywine Hundred, New Castle County and State of Delaware, more particularly bounded and described as follows, to wit:—

Becausing at a point on the centre line of the Foulk Road at a corner of lands of Cartis B. Talley, said point of Branconco being distant along the said centre line of the Foulk Road South 45 degrees 33 minutes 30 seconds West 802.11 feet from the centre line of the Shverside Road; thence from said Branconco point along the centre line of the Foulk Road South 45 degrees 36 minutes West 369.23 feet and South 46 degrees 8 minutes West 869.73 feet to a corner of lands of John Webster; thence along line of lands of said John Webster North 41 degrees 53 minutes 15 seconds West 342.53 feet and North 41 degrees 49 minutes 15 seconds West 342.53 feet to an old corner stone; a corner of

conveyed as follows: Containing within said metes and bounds 67,04 acres be the same 42 degrees 31 minutes East 838.05 feet to the Place of Becausing South 41 degrees 90 minutes 45 seconds East 656.98 feet and South of said Curtis B. Talley South 39 degrees 48 minutes 30 seconds Wise South 39 degrees 48 minutes 30 seconds East 217-32 feet feet and North 49 degrees 31 minutes 30 seconds East 178.24 feet to a corner of lands formerly of Carris B. Talley, now lands of Gray Estate; thence thereby North 45 degrees 35 animors 45 seconds more or less. Excertises therefrom the parcels of land previously East 128.90 feet, South 41 degrees 28 minutes East 450-49 feet to a corner of kinds of Curtis B. Talley; thence along line of lands Lennard G. Wise; thence along line of banks of said Leonard G. East 425.26 feet, North 46 degrees 1 minute 45 seconds East 651.41 35 minutes West 715.12 feet to a corner of lands of the Thomas thence along line of lands of said John Schutzerlee North 42 degrees ands formerly of Clark Webster now lands of John Schutterice

To Mayor and Council of Wilmington, consisting of 141 acres of land, which said pareet is more particularly described in Deed Record T, Volume 39, Page 508.

To John C. Smolent, consisting of 1.17 acres of land, which said parcel is more particularly described in Deed Record S, Volume 40, Page 137.

# RESTRICTIONS

Suppert, however, to the following restrictions, casements and reservations:—

1. Use or LAND: The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary outbuildings such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the pious upon which such are erected. Each dwelling to be designed for occupation by a single family.

Julietal in amended copy

At no time shall the land included in said tract, or any part thereof, or any building erected thereon, be sold, leased, conveyed to or occupied by anyone not of the Aryan branch of the Caucasian race. This prohibition, however, is not intended to include a domestic servant or other person, while employed in or about the premises by the owner or occupant of any land included in said tract.

and a copy thereof, as family approved, beiged permanently with the said grantors. The said grantors shall have the right to refuse cost of such structure, the location of driveways, and the grading any addition to or extensor change or alteration therein be made, erect the same, the barmony thereof with the surroundings and of which it is to be built, to the site upon which it is proposed to reasons; and in so passing upon such plans, specifications and grading are not suitable or desirable, in their opinion, for aesthetic or other mitted to and approved in writing by the within mentioned grantors until the plans and specifications, showing the nature, kind, shape, structure shall be commenced, erected or maintained, nor shall outlook from the adjacent or neighboring property. the effect of the building or other structure, as planned, on the ability of the proposed building or other structure and of the materials plan, they shall have the right to take into consideration the suit to approve any such plans or specifications or grading plan, which plan of the parcel of land to be built upon, shall have been sub beight, materials, floor plans, color scheme, location and approximate Approvat or Plans: No building fence, wall or other

3. Ser-Bace: No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, street, avenue or drive than 74 feet. Unenclosed covered porches, the fixes of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

- 4. Free Seace: The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground, except as hereinafter provided. Unenclosed covered perches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or how windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than three feet.
- s. Neusasses: There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any building or any other structure used for the purpose of carrying on any business, trade or calling; not shall any nonixus, dangerous, or offensive thing, trade or business whatsoever be permitted or maintained on said property; not shall there be erected, permitted, maintained or operated upon any of the hard included in said tract any graveyard, hospital, sursitation or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy vault or any kind of privy, not shall any plant or manufacturing establishment of any kind, nor billhoard, nor live poultry, hogs, cattle or other livestock be kept thereon.
- 6. Samitation: For each and every plot or parcel of land that shall hereafter be employed for residence purposes, there shall be provided and maintained by the grantee, her beins or assigns, a septic tank sewage disposal system with overflow drainage through field rile with uncernented joints had upon a bed of cinders or crushed rock not less than one fook deep. The septic tank shall have a capacity of not less than 400 gallons, and the length of the drainage per person served shall be not less than 30 feet.
- 7. RIGHT TO MODIFY: The said grantors hereby expressly reserve the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned

by the said granters, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfare.

8. Recent to Abart AND Emocre: Violation of any restriction or condition, or breach of any coverant or agreement herein contained shall give the said grantoxs, in addition to all other remedies, the right to enter upon the land or upon such as violation or breach exists, and summarily to abote and remove, at the expense of the owner thereaf, any erection, thing or condition that may be or exist therein contrary to the intent and meaning of the provisions hereof; and the said grantors shall not thereby be deemed guilty of any namer of tresposs for such entry, abarement or removal

failure by the said grantors or any land owner to enforce any restriction, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.

- o. Room to Assect: Any or all of the rights and powers, titles and estates reserved or given to the said grantors in this deed may be assigned to any one or more individuals, corporations or associations that will agree to assume said right, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferre shall poin for the purpose of evidencing its, his, her, their consent to the acceptance of such rights and powers; and such assignee or transferre shall thereupon have the same rights and powers and he subject to the same obligations and duties as are herein given to and assumed by the said grantors, the said grantors thereupon being released therefrom.
- 10. EASEMENTS RESERVED: Easements and rights of way are hereby expressly reserved in and over the rear five feet of each lot and over the side yards thereof for a distance of three feet from the

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side property lines of each lot shown on said plot; such eisements and rights of way shall have the following purposes: For the efection, construction and maintenance of poles, wires and consultate and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gua, water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the lifst part shall have the right to enter upon said reserved strips of land for any of the purposes for which said essentiate and rights of way are reserved.

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11. Resert to Terminare: These coverants shall be taken to be real coverants running with the land and shall be hinding upon the heira, executors, administrators and assigns of the grance until December 31. A. D. 1960, at which time they shall be considered to be extended in their entirety for an additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31. A. D. 1960, or prior to the expiration of some one of the ten year extension periods, appropriate instruments in writing consenting to their termination in whole, or in part shall be filed for record, executed and achnowledged by the said granters and by the owners of not less than two-thirds of all the freezige as being to their best increases.

In Wirness Whitelot, the said parties of the first part have herewate set their hands and seals the day and year aforesaid.

Sealed and delivered in the presence of \ LAWRENCE P. TALLEY (Sect)
HOWARD C. KUATT \ MILDRED P. TALLEY (Sect)

STATE OF DELAWARE

NEW CASTLE COUNTY

55.

Bt It REMEMBERED, That on this twenty-first day of October in the year of our Lord one thousand rine hundred and thirty-eight personally came before me, the subscriber, a Notary Public for and of the County and State aforestid, LAWBERCE P. TALLEY and Miller P. TALLEY, his wrife, parties to this Independent, known to me personally to be such, and severally acknowledged this Independent to be their Deci.

And the said Munken P. Tatter, being at the same time privately examined by me, apart from her husband, acknowledged that the executed the said Indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

Given under my Hand and Scal of office, the day and year forested.

Howard C. Kuruz, Notary Public

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BETWEEN

Lawrence P. Talley and Mildred P. Talley

AND

Marjorie A. Purner

CONTAINING

Restrictions, Covenants, Conditions, Etc.

Relating To

# Pembrey

Drandpwine Hundred, Dew Castle Co.

Delawarc

## NOTICE

Land in Penthrey, located in Beandywine Hundred, New Castle Courty and State of Dehware, will be conveyed subject to the proventure of this Deed dated Cetober 21, 1938, and recorded in Deed Record C, Volume 41, Page 272, etc., Flot plan appearing in Resurd V. Volume 31, Page 601, dated September 30, 1438.

Institute as the various restrations, exception, concerned, concerned, conditions, etc., which appear herein will not be repeated in the Deeds to purchasers, a copy of this pampiler should be delivered with each Deed and Contract of Sale and should be read carefully by the purchaser so that he may have full knowledge concerning the said restrictions, carametrs and coverants.

Upon resale of any property in Pembrey, this prompher should be delivered to the purchaser at such result. Each Dead for the Sale of land in Pembrey should contain a proper reference to this Dood and Plot Record.

LAWRENCE P. TALLEY, Milliano P. TALLEY, Ounter

Tim Deep, Made this twenty-first day of Ocrosses, in the year of our Lord one thousand rate hundred and thirty-cight,

## Detween

LAWRENCE P. TALLET and MILDELD P. TALLEY, of Brandywine Hundred, New Castle County and State of Delawate, parties of the first part.

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MAAJORE A. PURKER, Single Woman, of the City of Wilmirgitm, County of New Castle and State of Delaware, party of the second part, Wirvassiru, That the said parties of the first part, for and in consideration of the sum of Five Distance (85.00), lawful memory of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

#### K

That certain tract of farm land with the buildings thereon erected, situate in Brandywine Hundred, New Carle County and State of Delaware, more particularly bounkel and described as follows, to wit:—

Becausing at a point on the centre line of the Faulk Road at a corner of lands of Cartis B. Talkey, said point of Bagasana being distant along the eaid centre line of the Foulk Road South 45 degrees 33 minutes 30 esconds West Roat 1 feet from the centre line of the Subsersale Read; thence from said Broussing point along the centre line of the Foulk Road South 45 degrees 30 minutes 30 esconds West 367.23 feet and South 46 degrees 8 minutes West Roap; free to a center of lands of John Webster North 41 degrees 43 minutes 15 esconds West 742.42 feet and North 41 degrees 43 minutes 15 esconds West 742.43 feet to an old corner scone; a corner of

thinds formerly of Clark Webser now hads of John Schutterlee; thene along line of lands of east John Schutterlee North 42 degrees 33 minutes West 715.12 fort to a corner of lands of the Thomas Gray Estate; thene thereby North 45 degrees 33 minutes 45 seconds East 651.41 feet and North 40 degrees 1 minutes 50 seconds East 651.41 feet and North 40 degrees 3 minutes 50 seconds East 651.41 feet and North 40 degrees 3 minutes 50 seconds East 178.24 feet to a corner of lands formerly of Curtis B. Talky, now lands of Leonard G. Wise South 39 degrees 48 minutes 30 seconds G. Wise South 41 degrees 48 minutes 30 seconds G. East 236.50 feet 236.50 feet and South 41 degrees 50 minutes 45 seconds East 450.49 feet, 500th 41 degrees 50 minutes 45 seconds East 656.50 feet and South 42 degrees 51 minutes East 858.50 feet to the Place of Beckening. Contransive within said meters and bounds 67.04 meter be the same conveyed as follows:

To Mayor and Council of Wilmington, consecting of 241 acres of land, which said parcel is more particularly described in Deed Record T, Volume 39, Page 505.

To John C. Sinclear, comissing of 1.19 acres of land, which said parcel is more particularly described in Decd Record S. Volume, 19, Page 137.

# RESTRICTIONS

Sugger, however, to the following restrictions, exements and reservations:—

1. Use or LAND: The had in the entire tract shall be used for pairwise residence purposes only and no building of any kind whatever shall be enoted or maintained thereon, energy private denached dwelling houses, private garages, and other necessary outbuildings such as a toolkouse or a greenfocuse, for the sole use of the respective owners, or occupants of the plots upon which such are exerted. Each dwelling to be designed for occupation by a single family.

- ability of the proposed building or other structure and of the materials erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the mitted to and approved in writing by the wathin mentioned grantnes and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plun, which are not suitable or desirable, in their opinion, for aesthetic or other resons; and in so passing upon each plans, specificatums and grading of which it is to be built, to the site upon which it is proposed to any addition to or exterior change or afteration therein be made, height, materials, floor plans, color scheme, location and approximate plan of the parcel of land to be built upon, shall have been sub pha, they shall have the right to take into consideration the suituntil the plans and specifications, showing the nature, kind, strape, cost of such structure, the location of driveways, and the grading 2. APPROVAL OF PLANE: No building, fence, wall or other structure shall be examensed, erected or maintained, not shall curlook from the adjacent or neighboring property.
- 3. Szr-Bacz: No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, except, avenue or drive than 75 feet. Unexclused covered peaches, the floors of which are not higher than the level of the first floor of the building may encreach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

- 4. First Sourt: The dwelling house shall be enerted not closer than 25 force to any nick property line of any paced of ground, courty as horizontar provided. Uncachend covered proches, the flours of which are not higher than the level of the first flow of the building may encured no such restricted areas by projecting themes mix more than ten forc. Steps and uncovered proches may be build and minimized on any part of the restricted area. Single stary bay or bow windows not more than 15 force in height (reclaims of femeration or other support) may execute on this area by projecting from the size of the house not more than face for.
- y. Monascer. There shall not be encored, prominted, maintained or operated upon any of the land included in said there any building or any other servature used for the purpose of conying on any business, trade or calling, not shall say monions, chapterous, or effective thing, trade or callings whatever be permitted or maintained on said property; nor shall there be entited, permitted or maintained on each property; nor shall there be entited, permitted or agranted upon any of the land included in said tract any graveyard, hospital, amintaines or incinetions of like or limited any gravely, and they have find only ben, and they would or say land of pers, nor shall any place or nearliceheing establishment of any lind, nor billioned, nor live positive, large, earlier or other livertock be lays thours.
- 4. SANIZATION: For each and every plot or panel of land that shall benefor be explored for resident purposes, there shall be provided and maintained by the prantice, for heirs or assigns, a separational and maintained by the prantice, for heirs or assigns, a separational exception with overflow desirange checopy and resident with waterscentral joints haid upon a held of circles or comband much max has show one foot deep. The separation and have a capacity of max has thus any gallotte, and the length of the drainings per persons served shall be not less than to fore.
- 7. Reserve the right at any time to annul, waive, change or making any of the restrictions, conditions, commune, agreements or parvisings contained bettern, as to any part of and tract then connect

by the said granters, and with the consent of the then conner as to say other hand included in said tract, provided such changes can be made without the objections of the conners of more than conclude of any foundate as being prejudicial to their welfare.

8. Reser to Anne and Eurone: Violetics of any costriction or condition, or brach of any concast or agreement lencin contained shall give the said gramme, in addition total other searches, the right to caster upon the land or upon such as violeties or breach coint, and seamently to abose and costore, at the expone of the owner thereof, any exection, thing or condition that may be or cast therein contacty to the intent and accuming of the provisions broatf, and the said granters shall not aboutly be decined guilty of any seasons of troupes for such casts, absences or senoral. Falore by the said granus or my hard owner to colorie any rectricion, covenant or agreement herrin compined shall in no creat be decared a waiter of the right to do so therefore as to the sace breach or as to one comming prior to subsequently thouse.

- 9. Nature to Assect: Any or all of the rights and powers, cicles and econes onerwed or given to the said granters in this dead may be amigned to any one or more individuals, corporations or associations that will agree to assert said right, powers, destinated eligipations and carry one and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the amigner or transfers shall join for the purpose of evidencing its, list, their consent to the acceptance of such rights and powers; and such amigner or transfers shall information have the same rights and powers and be webject to the same chilippinous and durity as any factor given to and assemble by the said granters, the said granters therefore, because the right advantable by the said
- no. Essentias Rimerorae. Escendes and righes of way are hereby expensity meaned in and over the near fine fact of each lot and over the side yards thereof for a disease of three feet from the

side property lines of each lot shown on said plot; such ensurences and rights of way shall have the following purposes: For the ceretion, construction and maintenance of poles, wires and conducts and the necessary or proper articulaters in connection therewith for the management of electricity and for subplace and other prepares. For the conscruction and maintenance of shorm water prepares. For the construction and maintenance of shorm water drains, public and private severas, price lines for supplying of particular, public and for any other public or quair public writers or function, conducted, maintenant, farmished or performed by or its any method beauth the surface of the ground. The party of the fars part shall have the right to ome: upon and essented strips of land for any of the purposes for which and connected and rights of way are reserved.

11. Reserve to Transecere: These comments shall be taken to be real concures maning usin the land and shall be binding upon the laris, excentors, administrators and anions of the gracue usual Discurbe 31, A. D. 1960, at which time they shall be considered to be commend in their criticity for an additional period of ten years and thereafter for other sourcesive periods of ten years under, prior to Describer 34, A. D. 1960, or prior to the experience of ten years and thereafter for other sourcesive periods of ten years under, prior to Describer 34, A. D. 1960, or prior to the experience instruments in writing consecuting to their termination is whole, or in part shall be filled for recard, emecated and admonstrated by the said grantors and by the conterts of not less than two-thirds of all the fountage as being to their increess.

he Wittens Wierzer, the said parties of the first part have ferrented set their heads and seals the day and year afrecasid.

Scalar and deferred in the persons of Alanxeez P. Tallet (Scal)
Howard C. Kenze

State of Delawase
New Castes County

Be its Restruction, That on this twenty-first day of October in the year of our Loan one thousand trine handred and thirty-eight personally came before me, the subscriber, a Notary Public for and of the County and State advected, Lawmence P. Tauter and Manness P. Tauter, his write, parties to this ladgement, Innorm to me personally to be such, and severally acknowledged this belowmer to be their Deni.

Axo the said Minoston P. Taurer, bring at the same time privately exemined by me, apart from her hosekund, admonfolged that the encurted the said Informative willingly, without compulsion or theorie, or first of her bushnad's displayment.

Gives under my Hand and Staf of coffice, the day and year advenced.

HOWARD C. KURIT, Notary Public

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BASIC S. 8369

DEED FROM LAWRENCE P. TALLEY AND WIFE TO MARJORIE A. PURNER, DATED OCTOBER 21, 1938, AND OF RECORD IN NEW CASTLE COUNTY IN DEED RECORD C, VOL. 41, PAGE 272.

This deed restricts entire development of PEMBREY, as follows:

Use of Land; The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary out buildings, such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the plots upon which such are erected. Each dwelling to be designed for occupation by a single family.

At no time shall the land included in said tract, or any part thereof, or any building erected thereon, be sold, leased, conveyed to or occupied by anyone not of the Aryan branch of the Caucasian race. This prohibition, however, is not intended to include a domestic servant or other person, while employed in or about the premises by the owner or occupant of any land included in said tract.

Approval of Plans: No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, the location of driveways, and the grading plan of the parcel of land to be built upon, shall have been submitted to and approved in writing by the within mentioned grantors and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the

right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

Set-Back: No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of
said tract closer to any road, street, avenue or drive than 75
feet. Unenclosed covered porches, the floors of which are not
higher than the level of the first floor of the building may
encroach on such restricted areas by projecting thereon not more
than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

Free Space: The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground except as hereinafter prov ded. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon by not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than three feet.

Nuisances: There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any building or any other structure used for the purpose of carry-ing on any business, trade or calling; nor shall any noxious, dangerous, or offensive thing, trade or business, whatsoever be permitted or maintained on said property; nor shall there be erected, permitted, maintained or operated upon any of the land included in said tract any graveyard, hospital, sanitarium or institution of like or kindred nature, stable of any kind, cattle yard, hog

pen, foul yard or house, cesspool, privy vault or any kind of privy, nor shall any plant of manufacturing establishment of any kind, nor billboard, nor live poultry, hogs, cattle or other livestock be kept thereon.

Sanitation: For each and every plot or parcel of land that shall hereafter be employed for residence purposes, there shall be provided and maintained by the grantee, her heirs or assigns, a septic tank sewage disposal system with overflow drainage through field tile with uncemented joints laid upon a bed of cinders or crushed rock not less than one foot deep. The septic tank shall have a capacity of not less than 400 gallons, and the length of the drainage per person served shall be not less than 20 feet.

Right to Modify: The said grantors hereby expressly reserve the right at any time to annul, waive, change or rodify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the said grantors, and with the consent of the then owners as to any other land included in said tract, provided said changes can be made without the objections of the owners of more than one—half of any frontage as being prejudicial to their welfare.

Right to Abate and Enforce: Violation of any restriction or condition, or breach of any covenant or agreement herein contained shall give the said grantors, in addition to all other remedies, the right to enter upon the land or upon such as violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exsist thereon contrary to the intent and meaning of the provisions hereof; and the said grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Failure by said grantors or any land owner to enforce any restriction, condition, covenant or agreement herein contained

shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.

Right to Assign: Any or all of the rights and powers, titles, and estates reserved or given to the said grantors in this deed may be assigned to anyone or more individuals, corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shell be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its, his her, their consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the said grantors, the said grantors thereupon being released therefrom.

Easements Reserved: Easements and rights-of-way are hereby expressly reserved in and over the rear five feet of each lot and over the side yards thereof for a distance of three feet from the side property lines of each lot shown on said plot; such easements and rights-of-way shall have the following purposes: For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gas, water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the first part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved.

Right to Terminate: These covenants shall be taken to be real covenants running with the land and shall be binding upon

the heirs, executors, administrators and assigns of the grantee until December 31, A. D. 1960, at which time they shall be considered to be extended in their entirety for an additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31, 1960, or prior to the expiration of some one of the ten year extension periods, appropriate instruments in writing consenting to their termination in whole, or in part shall be filed for record, executed and acknowledged by the said grantors and by the owners of not less than two-thirds of all the frontage as being to their best interest.