

appropriated by the Grantee for the laying, installation, construction, operation, change, repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written

ATTEST:

SADSBURY SEWER CORPORATION

B. A. [Signature]
WITNESS:

By: [Signature]

B. A. [Signature]
WITNESS:

By: [Signature]
HERMAN IGLESIAS

B. A. [Signature]
WITNESS:

By: [Signature]
DOROTHY IGLESIAS

WITNESS:

By: _____
EMANUEL IGLESIAS

WITNESS:

By: _____
CLAIRE IGLESIAS

COMMONWEALTH OF PENNSYLVANIA:

: SS

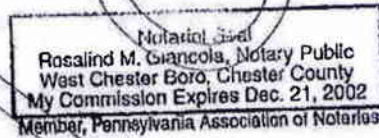
COUNTY OF CHESTER

:

On this, the 30th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Rosalind M. Giancola
Notary Public



Unofficial

BK4636PG0164

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On the 14th day of September, 1999, before me, the undersigned officer,
personally appeared HERMAN and DOROTHY IGLESIAS, known to me to be the persons
whose names are subscribed to the within instrument and acknowledged that they executed the
same for the purposes therein contained.

NOTARIAL SEAL
CHRIS C DRUDING, Notary Public
Bristol Twp. Bucks County
My Commission Expires March 10, 2003

Chris C. Druding
Notary Public

Unofficial Copy

The undersigned holder of a Mortgage on the above described premises of

3295 Lincoln Highway, Po Box 307 which Mortgage is on record in the Office of
Sadsburyville PA 19369 4286 0611
the Recorder of Deeds of Chester County, Pennsylvania, in Mortgage Book ~~2337~~ page ~~349~~

hereby joins in and expressly approves of the attached Final Right-of-Way Agreement.

ATTEST:

Blue Ball National Bank

By: 

M Lewis Gable, Attorney In-Fact
Book 2277, Page 121

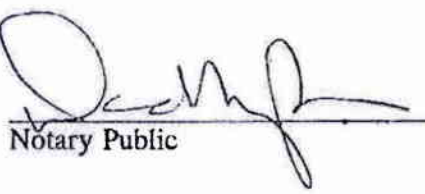
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~CHESTER~~ Lancaster

SS

On the 20 day of August, 1999, before me, the undersigned officer,
personally appeared M Lewis Gable, known to me to be the
person whose name is subscribed to the within instrument and acknowledged that he executed
the same for the purposes therein contained.

NOTARIAL SEAL
DANA M. KLUGH, Notary Public
Lancaster, PA Lancaster County
My Commission Expires Jan. 15, 2001


Notary Public

**EASEMENT NO. 9
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF HERMAN AND DOROTHY IGLESIAS, HUSBAND AND WIFE, AND
EMANUEL AND CLAIRE IGLESIAS, HUSBAND AND WIFE**

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF HERMAN AND DOROTHY IGLESIAS, HUSBAND AND WIFE, AND EMANUEL AND CLAIRE IGLESIAS, HUSBAND AND WIFE, AS RECORDED IN CHESTER COUNTY DEED BOOK NO. Y 34, PAGE 319 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located at the southeast corner of the land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, said point also being the southwest corner of the other land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, and Easement No. 8, and also in the north line of the other land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, and Easement No. 10; thence from the place of beginning along the north line of the other land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, South eighty-five degrees twenty-five minutes eighteen seconds West (S85°25'18"W) for a distance of one hundred forty-four and thirty-two hundredths feet (144.32') to a point; thence through the land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, the following two (2) course and distances:

1. North four degrees fifty-three minutes forty-three seconds East (N04°53'43"E) for a distance of sixteen and thirty hundredths feet (16.30') to a point; thence
2. North eighty-eight degrees twelve minutes thirty-two seconds East (N88°12'32"E) for a distance of one hundred forty-four and sixty-seven hundredths feet (144.67') to a point in the west line of the other land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, and Easement No. 8; thence

along the west line of the land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, and Easement No. 8 South four degrees zero minutes thirty-seven seconds East (S04°00'37"E) for a distance of nine and twenty-seven hundredths feet (9.27') to the place of beginning.

CONTAINING 1,845.95 square feet or 0.0424 acres.

MEB:kad
8117.008.09

EXHIBIT "A"

BK 4636 PGO 167



DATE: 09/15/1999 TIME: 04:03P INST NO.: 76141

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034661 TYPE DOC : MISC
REC FEE : 20.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 09/15/1999 TIME: 04:03P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034661 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 09/15/1999 TIME: 04:03P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034661 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

MacBree + Harvey
P.O. Box 660
West Chester, Pa
19381

RETURN TO

BK4636PG0168

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 30th day of July, 1999, between HERMAN and DOROTHY IGLESIAS, husband and wife (hereinafter called Grantors) and SADSBUURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book Y34, Page 319, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) upon completion of the said construction.

2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.

3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.

4. That the said title, right of interest, right-of-way and easement herein

BK4636PG0143

appropriated by the Grantee for the laying, installation, construction, operation, change, repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

B. A. Seer

By: [Signature]

WITNESS:

[Signature]

By: Herman Iglesias
HERMAN IGLESIAS

WITNESS:

[Signature]

By: Dorothy Iglesias
DOROTHY IGLESIAS

WITNESS:

By: Emmanuel Iglesias
EMANUEL IGLESIAS

WITNESS:

By: Claire Iglesias
CLAIRE IGLESIAS

COMMONWEALTH OF PENNSYLVANIA:

: SS

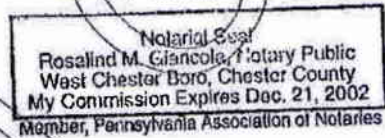
COUNTY OF CHESTER

:

On this, the 30th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Rosalind M. Giancola
Notary Public



Unofficial

BK4636PG0146

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On the 14th day of *September*, 1999, before me, the undersigned officer,
personally appeared HERMAN and DOROTHY IGLESIAS, known to me to be the persons
whose names are subscribed to the within instrument and acknowledged that they executed the
same for the purposes therein contained.

NOTARIAL SEAL
CHRIS C DRUDING, Notary Public
Bristol Twp, Bucks County
My Commission Expires March 10, 2003

Chris C. Druding
Notary Public

Unofficial Copy

The undersigned holder of a Mortgage on the above described premises of
3295 Lincoln Highway, PO Box 307 _____ which Mortgage is on record in the Office of
Sadsburyville, PA 19369 _____ 4286 0611
the Recorder of Deeds of Chester County, Pennsylvania, in Mortgage Book ~~xxx~~, page ~~xxx~~

hereby joins in and expressly approves of the attached Final Right-of-Way Agreement.

ATTEST:

Blue Ball National Bank

By: _____

M Lewis Gable, Attorney-In-Fact
Book 2577 Page 121

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~CHESTER~~ Lancaster

SS

On the 20 day of August, 1999, before me, the undersigned officer,
personally appeared _____ M Lewis Gable _____, known to me to be the
person whose name is subscribed to the within instrument and acknowledged that he executed
the same for the purposes therein contained.

NOTARIAL SEAL
DANA M. KLUGH, Notary Public
Lancaster, PA Lancaster County
My Commission Expires Jan. 15, 2001

Notary Public

EASEMENT NO. 10
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF HERMAN AND DOROTHY IGLESIAS, HUSBAND AND WIFE, AND
EMANUEL AND CLAIRE IGLESIAS, HUSBAND AND WIFE

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20' WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF HERMAN AND DOROTHY IGLESIAS, HUSBAND AND WIFE, AND EMANUEL AND CLAIRE IGLESIAS, HUSBAND AND WIFE, AS RECORDED IN CHESTER COUNTY DEED BOOK NO. Y 34, PAGE 319 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located in the northeast corner of the land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, said point also being in the south line of other land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, and Easement No. 8, and in the west line of land of JYF Partners and Easement No. 7; thence from the place of beginning along the west line of land of JYF Partners South four degrees fifty-three minutes forty-six seconds East (S04°53'46"E) for a distance of thirteen and nineteen hundredths feet (13.19') to a point; thence through the land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, for the following two (2) courses and distances:

1. South eighty-eight degrees twelve minutes thirty-two seconds West (S88°12'32"W) for a distance of one hundred seventy-four and fifty-seven hundredths feet (174.57') to a point; thence
2. South four degrees fifty-three minutes forty-seven seconds East (S04°53'47"E) for a distance of one hundred ninety-five and thirty hundredths feet (195.30') to a point in the north right-of-way line of Pennsylvania Department of Transportation S.R. 3070; thence

along the north right-of-way line of Pennsylvania Department of Transportation S.R. 3070 South eighty-five degrees twenty-five minutes eighteen seconds West (S85°25'18"W) for a distance of twenty-five and sixty-eight hundredths feet (25.68') to a point in the east line of other land of JYF Partners and Easement No. 11; thence along the east line of other land of JYF Partners North four degrees fifty-three minutes forty-one seconds West (N04°53'41"W) for a distance of twelve and sixty hundredths feet (12.60') to a point; thence through the land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, the following two (2) courses and distances:

North eighty-five degrees twenty-five minutes thirty-two seconds East (N85°25'32"E) for a distance of five and sixty-eight hundredths feet (5.68') to a point; thence

alfred benesch & company

2. North four degrees fifty-three minutes forty-seven seconds West (N04°53'47"W) for a distance of one hundred eighty-seven and forty hundredths feet (187.40') to a point in the south line of other land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, and Easement No. 9; thence

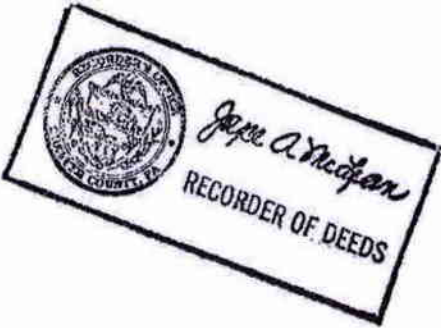
along the south line of other land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, North eighty-five degrees twenty-five minutes seventeen seconds East (N85°25'17"E) for a distance of one hundred ninety-four and thirty-two hundredths feet (194.32') to the place of beginning.

CONTAINING 5,631.64 square feet or 0.1293 acres.

MEB/kad
8117 002/10

EXHIBIT "A"

BK 4636 PG 0150



DATE: 09/15/1999 TIME: 04:03P INST NO.: 76139

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034661 TYPE DOC : MISC
REC FEE : 22.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 09/15/1999 TIME: 04:03P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034661 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 09/15/1999 TIME: 04:03P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034661 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Official Copy

RETURN TO

Mac Cree + Harvey
PO Box 660
West Chester Pa 19381

BK4636PG0151

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 19th day of July, 1999, between JYF PARTNERS (hereinafter called Grantors) and SADBURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 3723, Page 1404, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

B.A. Sec

By: [Signature] Pres.

JYF PARTNERS

[Signature]

By: [Signature] PARTNER

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 7th day of July, 1999, before me, the undersigned officer,
personally appeared PETER SCHULTZ who acknowledged himself to be President of
Sadsbury Sewer Corporation, and that he as such Officer being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of the
Sadsbury Sewer Corporation by himself as President.

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

Barbara C. Bliska
Notary Public

Notary Seal
Barbara C. Bliska, Notary Public
West Chester Boro, Chester County
My Commission Expires Aug. 26, 2002
Member, Pennsylvania Association of Notaries

Unofficial Copy

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CHESTER

On this 19th day of July, 1999, before me, the undersigned officer,
 personally appeared John H. Lumberis who acknowledged
 himself to be General Partner of JYF PARTNERS, and that he as such
General Partner being authorized to do so, executed the foregoing instrument for
 the purposes therein contained by signing the name of the JYF PARTNERS by himself as
General Partner.

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

Barbara C. Bilela
 Notary Public

Notarial Seal
 Barbara C. Bilela, Notary Public
 West Chester Boro, Chester County
 My Commission Expires Aug. 28, 2002
 Member, Pennsylvania Association of Notaries

Unofficial

The undersigned holder of a Mortgage on the above described premises of JVF Partners which Mortgage is on record in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Mortgage Book 323 page 1408 hereby joins in and expressly approves of the attached Final Right-of-Way Agreement.

ATTEST:

Bank of Lancaster County

[Signature]

By: Karen E. O'Grady

COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF CHESTER :

On the 3rd day of July, 1999, before me, the undersigned officer, personally appeared Dawn B. [Signature] & Karen E. O'Grady, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Beth B. Groff
Notary Public

Notarial Seal
Beth B. Groff, Notary Public
Sadsbury Twp., Lancaster County
My Commission Expires Aug. 6, 2001

Notarial Seal
Beth B. Groff, Notary Public
Sadsbury Twp., Lancaster County
My Commission Expires Aug. 6, 2001

**EASEMENT NO. 11
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF JYF PARTNERS**

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF JYF PARTNERS AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 3723, PAGE 1404 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located in the north right-of-way line of Pennsylvania Department of Transportation S.R. 3070, said point also being the southeast corner of the land of JYF Partners and the southwest corner of the land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, and Easement No. 10; thence from the place of beginning along the north right-of-way line of Pennsylvania Department of Transportation S.R. 3070 South eighty-five degrees twenty-five minutes seventeen seconds West ($S85^{\circ}25'17''W$) for a distance of one hundred twelve and thirty-nine hundredths feet (112.39') to a point; thence through the land of JYF Partners for the following two courses and distances:

1. North four degrees thirty-three minutes nine seconds West ($N04^{\circ}33'09''W$) for a distance of twelve and sixty hundredths feet (12.60') to a point; thence
2. North eighty-five degrees twenty-five minutes seventeen seconds East ($N85^{\circ}25'17''E$) for a distance of one hundred twelve and thirty-two hundredths feet (112.32') to a point in the west line of the land of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, and Easement No. 10; thence

along the west line of Herman and Dorothy Iglesias, husband and wife, and Emanuel and Claire Iglesias, husband and wife, South four degrees fifty-three minutes forty-one seconds East ($S04^{\circ}53'41''E$) for a distance of twelve and sixty hundredths feet (12.60') to the place of beginning.

CONTAINING 1,415.51 square feet or 0.0325 acres.

MEB:kad
8/17/00 Easement 11

EXHIBIT "A"

BK 4608PG2221

DATE: 07/30/1999 TIME: 02:55P INST NO.: 63216

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 029013 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 07/30/1999 TIME: 02:55P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 029013 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

DATE: 07/30/1999 TIME: 02:55P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 029013 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

MacEree (Harvey)
Po Box 660
West Chester Pa 19381

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 6th day of August, 1999, between SADSBUURY ASSOCIATES, L.P. (hereinafter called Grantor) and SADSBUURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 4353, Page 1194, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

B. J. S. SEC.

By: *[Signature]* Pres.

SADSBURY ASSOCIATES, L.P.

[Signature]

By: *[Signature]*, President
T. E. White, Inc., General Partner

COMMONWEALTH OF PENNSYLVANIA:

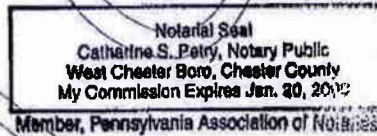
: SS

COUNTY OF CHESTER

On this, the 28th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Catharine S. Petry
Notary Public



Unofficial

BK4620PG1210

COMMONWEALTH OF PENNSYLVANIA :

ss:

COUNTY OF CHESTER

On this, the 10th day of August, 1999, before me, the undersigned officer, personally appeared Todd Randall White, who acknowledged himself to be the President of T.R. White, Inc., General Partner of Sadsbury Associates, L.P., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of T.R. White, Inc., as General Partner of Sadsbury Associates, L.P.

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

Marilyn V. Schmidt
Notary Public

Notarial Seal
Marilyn V. Schmidt, Notary Public
Birmingham Twp., Chester County
My Commission Expires Aug. 31, 2000
Member, Pennsylvania Association of Notaries

Unofficial

BK4620PG1211

EASEMENT NO. 12
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF SADBURY ASSOCIATES, L. P.

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF SADBURY ASSOCIATES, L.P., AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 4353, PAGE 1194 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located in the south right-of-way line of Pennsylvania Department of Transportation S.R. 3070; thence from the place of beginning through the land of Sadsbury Associates, L.P., for the following five (5) courses and distances:

1. South four degrees thirty-three minutes zero seconds East ($S04^{\circ}33'00''E$) for a distance of nine and six hundredths feet (9.06') to a point; thence
2. South forty-nine degrees twenty-eight minutes twelve seconds West ($S49^{\circ}28'12''W$) for a distance of ninety-three and forty-seven hundredths feet (93.47') to a point; thence
3. South zero degrees eleven minutes forty-eight seconds East ($S00^{\circ}11'48''E$) for a distance of two hundred and seven hundredths feet (200.07') to a point; thence
4. South sixteen degrees twelve minutes seventeen seconds West ($S16^{\circ}12'17''W$) for a distance one hundred sixty-seven and fifteen hundredths feet (167.15') to a point; thence
5. South twenty degrees thirteen minutes fifty-eight seconds East ($S20^{\circ}13'58''E$) for a distance of one hundred forty-four and seventy-six hundredths feet (144.76') to a point in the north line of the land of Frank Wick and Easement No. 13; thence

along the north line of the land of Frank Wick South seventy-three degrees twenty-three minutes twenty seconds West ($S73^{\circ}23'20''W$) for a distance of twenty and four hundredths feet (20.04') to a point; thence through the land of Sadsbury Associates, L.P. for the following four (4) courses and distances:

1. North twenty degrees thirteen minutes fifty-eight seconds West ($N20^{\circ}13'58''W$) for a distance of one hundred fifty and eight hundredths feet (150.08') to a point; thence

alfred benesch & company

2. North sixteen degrees twelve minutes seventeen seconds East (N16°12'17"E) for a distance of one hundred seventy and eighty-six hundredths feet (170.86') to a point; thence
3. North zero degrees eleven minutes forty-eight seconds West (N00°11'48"W) for a distance of two hundred six and forty-four hundredths feet (206.44') to a point; thence
4. North forty-nine degrees twenty-eight minutes twelve seconds East (N49°28'12"E) for a distance of ninety and fifty-eight hundredths feet (90.58') to a point in the south right-of-way line of Pennsylvania Department of Transportation S.R. 3070; thence

along the south right-of-way line of Pennsylvania Department of Transportation S.R. 3070 North eighty-five degrees twenty-five minutes twenty seconds East (N85°25'20"E) for a distance of twenty-one and fifty-eight hundredths feet (21.58') to the place of beginning.

CONTAINING 12,332.35 square feet or 0.2831 acres.

MEB:kad
8117.00Exe#12

EXHIBIT "A"

BK 4620PG 1213



DATE: 08/18/1999 TIME: 02:53P INST NO.: 69033

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 031581 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 08/18/1999 TIME: 02:53P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 031581 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

DATE: 08/18/1999 TIME: 02:53P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 031581 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

RETURN TO
Mac Elroy - Harvey
17 W Mineral St.
West Chester, PA.

BK4620PG1214

**EASEMENT
20' WIDE SANITARY EASEMENT
THROUGH LANDS N/L OF FRANK WICK**

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20' WIDE SANITARY SEWER EASEMENT CROSSING LANDS N/L OF FRANK WICK, AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 1236, PAGE 321 AND SITUATED IN SANSBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a point on the easterly line of Easement No. 13, said point being further located from the easterly right-of-way line of Octorara Road at the corner for lands N/L of Sadsbury Associates, L.P. and lands N/L of Frank Wick, North sixty-five degrees nineteen minutes thirty-six seconds East (N65°19'36"E), a distance of six hundred and eighteen one hundredths feet (613.18'); thence,

Continuing along said Easement No. 13 and through said lands N/L of Frank Wick, South twenty-six degrees fifty minutes forty-five seconds East (S26°50'45"E), a distance of two hundred and ninety-four one hundredths feet (204.94') to the point and place of beginning; thence,

Continuing through said lands N/L of Frank Wick the following four (4) courses and distances:

1. North seventy-six degrees fifteen minutes fifty-one seconds East (N76°15'51"E), a distance of eighty-five and forty-six one hundredths feet (85.46') to a point; thence
2. South forty-seven degrees thirty-five minutes sixteen seconds East (S47°35'16"E), a distance of one hundred ninety-four and thirty-eight hundredths feet (194.38') to a point; thence
3. South seventy degrees fourteen minutes forty-nine seconds East (S70°14'49"E), a distance of two hundred fifty-four and twenty-eight one hundredths feet (254.28') to a point; thence
4. North forty-seven minutes fifty-four minutes seventeen seconds East (N47°54'17"E), a distance of six and nineteen one hundredths feet (6.19') to a point on the southwesterly line of lands N/L of Sadsbury Associates, L.P.; thence

Along said lands N/L of Frank Wick and lands N/L of Sadsbury Associates, L.P. South thirty-one degrees twenty-seven minutes twelve seconds East (S31°27'12"E), a distance of twenty and thirty-five one hundredths feet (20.35') to a point; thence

Leaving said lands N/L of Sadsbury Associates, L.P., through lands N/L of Frank Wick, the following four (4) courses and distances:



10088173
Page: 6 of 7
B-5284 P-921

TO 37-4-39.1

1. South forty-seven degrees fifty-four minutes seventeen seconds West (S47°54'17"W), a distance of fourteen and forty-two one hundredths feet (14.42') to a point; thence
2. North seventy degrees thirteen minutes thirty-four seconds West (N70°13'34"W), a distance of two hundred seventy and forty-nine one hundredths feet (270.49') to a point; thence,
3. North forty-seven degrees thirty-five minutes sixteen seconds West (N47°35'16"W), a distance of one hundred eighty-seven and thirty-seven one hundredths feet (187.37') to a point; thence,
4. South seventy-six degrees fifteen minutes fifty-one seconds West (S76°15'51"W), a distance of seventy-six and fifty-one one hundredths feet (76.51') to a point on the easterly side of said Easement No. 13; thence

Along said Easement No. 13 the following two (2) courses and distances:

1. North twelve degrees thirty minutes twenty seconds East (N12°30'20"E), a distance of nine and eighty one hundredths feet (9.80') to a point; thence,
2. North twenty-six degrees fifty minutes forty-five seconds West (N26°50'45"W), a distance of eleven and fifty-one one hundredths feet (11.51') to the point and place of beginning.

Containing within said metes and bounds 12,978 square feet or 0.30 acres of land being the same more or less.



PATRICK C G DONNELL

05/17/2007 02:48P

10088173
Page: 8 of 7
B-5284 P-021

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 27th day of July, 1999, between SADBURY TOWNSHIP (hereinafter called Grantors) and SADBURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book Z 56, Page 584, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollars (\$ 1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

BK4640PG0687

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

D. J. [Signature] Sect.

By:

[Signature] Pres.

SADSBURY TOWNSHIP

[Signature]

By:

[Signature]

UNOFFICIAL

COMMONWEALTH OF PENNSYLVANIA:

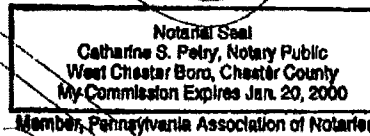
: SS

COUNTY OF CHESTER

On this, the 27th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Catherine S. Petry
Notary Public



Unofficial

BK 4640PG0690

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 22nd day of September, 1999, before me, the undersigned officer,
personally appeared Neil H. Heineman who acknowledged
himself to be Chairman of SADSBUry TOWNSHIP, and that he as such
Chairman being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the SADSBUry TOWNSHIP by
himself as Chairman.

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

Jeanette K. Letts
Notary Public

Notarial Seal
Jeanette K. Letts, Notary Public
Wilmington, Delaware, Chester County
My Comm. Expires May 31, 2003
Member, Pennsylvania Association of Notaries

Unofficial

INSTRUMENT NOT
LEGIBLE AT TIME
OF IMAGING

EASEMENT NO. 14
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF SADBURY TOWNSHIP

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF SADBURY TOWNSHIP AS RECORDED IN CHESTER COUNTY DEED BOOK NO. Z 56, PAGE 584 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located in the north line of the land of Sadsbury Township, said point also being the south line of the land of Frank Wick and Easement No. 13, said point also being North sixty-eight degrees fifteen minutes zero seconds West ($N68^{\circ}15'00''W$) for a distance of six hundred fifty-six and twenty-nine hundredths feet (656.29') from the southeast corner of the land of Frank Wick; thence from the point of beginning through the land of Sadsbury Township for the following fifteen (15) courses and distance:

1. South one degree forty-six minutes forty-eight seconds West ($S01^{\circ}46'48''W$) for a distance of sixty-seven and three hundredths feet (67.03') to a point; thence
2. South one degree seventeen minutes thirty-four seconds West ($S01^{\circ}17'34''W$) for a distance of sixty-two and ninety-eight hundredths feet (62.98') to a point; thence
3. South twenty degrees forty-one minutes fifty-one seconds East ($S20^{\circ}41'51''E$) for a distance of three hundred seventeen and forty-nine hundredths feet (317.49') to a point; thence
4. South twenty-seven degrees seven minutes two seconds East ($S27^{\circ}07'02''E$) for a distance of two hundred fifteen and forty-eight hundredths feet (215.48') to a point; thence
5. South seventy degrees twenty minutes one second East ($S70^{\circ}20'01''E$) for a distance of two hundred ninety-nine and thirty-seven hundredths feet (299.37') to a point; thence
6. South eighty-eight degrees thirty-five minutes forty-two seconds East ($S88^{\circ}35'42''E$) for a distance of two hundred two and seventy-six hundredths feet (202.76') to a point; thence
7. North eighty-four degrees seven minutes twelve seconds East ($N84^{\circ}07'12''E$) for a distance of two hundred eleven and ninety-four hundredths feet (211.94') to a point; thence

alfred benesch & company

8. South sixty-seven degrees one minute twenty-three seconds East ($S67^{\circ}01'23''E$) for a distance of one hundred eighty-three and forty-six hundredths feet (183.46') to a point; thence
9. South fifty-six degrees forty-six minutes thirty-five seconds East ($S56^{\circ}46'35''E$) for a distance of one hundred twenty-eight and eighty-eight hundredths feet (128.88') to a point; thence
10. South twenty-three degrees thirty-five minutes zero seconds East ($S23^{\circ}35'00''E$) for a distance of two hundred twenty-seven and thirteen hundredths feet (227.13') to a point; thence
11. South twenty-one degrees twenty-seven minutes fifty-six seconds West ($S21^{\circ}27'56''W$) for a distance of two hundred seventy-three and eighty-two hundredths feet (273.82') to a point; thence
12. South twenty-two degrees thirty-eight minutes thirty-one seconds East ($S22^{\circ}38'31''E$) for a distance of eighty-four and eighty-six hundredths feet (84.86') to a point; thence
13. North twenty-nine degrees forty-nine minutes forty seconds East ($N29^{\circ}49'40''E$) for a distance of eighty-three and sixty-five hundredths feet (83.65') to a point; thence
14. North twenty-nine degrees forty-nine minutes forty-one seconds East ($N29^{\circ}49'41''E$) for a distance of ninety-nine and fourteen hundredths feet (99.14') to a point; thence
15. North nineteen degrees fifty-eight minutes fifty-one seconds East ($N19^{\circ}58'51''E$) for a distance of ten and sixty hundredths feet (10.60') to a point in the west right-of-way line of Sadsbury Township Route 399; thence

along the west right-of-way line of Sadsbury Township Route 399 South twenty-one degrees sixteen minutes twenty-nine seconds East ($S21^{\circ}16'29''E$) for a distance of twenty-eight and three hundredths feet (28.03') to a point; thence through the lands of Sadsbury Township for the following three (3) courses and distances:

1. South twenty-nine degrees forty-nine minutes forty-one seconds West ($S29^{\circ}49'41''W$) for a distance of ninety-one and ninety-eight hundredths feet (91.98') to a point; thence
2. South twenty-nine degrees forty-nine minutes forty-one seconds West ($S29^{\circ}49'41''W$) for a distance of ninety-six and ninety-two hundredths feet (96.92') to a point; thence

BK464OPG0693

EXHIBIT "A"

alfred benesch & company

3. South forty degrees seventeen minutes fifteen seconds East ($S40^{\circ}17'15''E$) for a distance of one hundred thirty-one and sixty-one hundredths feet (131.61') to a point in the north right-of-way line of Sadsbury Township Route 399; thence

along the north right-of-way line of Sadsbury Township Route 399 South sixty-four degrees forty-one minutes twenty seconds West ($S64^{\circ}41'20''W$) for a distance of twenty and seventy hundredths feet (20.70') to a point; thence through the land of Sadsbury Township for the following thirteen (13) courses and distances:

1. North forty degrees seventeen minutes fifteen seconds West ($N40^{\circ}17'15''W$) for a distance of one hundred thirty-four and eighty-three hundredths feet (134.83') to a point; thence
2. North twenty-two degrees thirty-eight minutes thirty-one seconds West ($N22^{\circ}38'31''W$) for a distance of one hundred fourteen and eighty-one hundredths feet (114.81') to a point; thence
3. North twenty-one degrees twenty-seven minutes fifty-six seconds East ($N21^{\circ}27'56''E$) for a distance of two hundred seventy-three and sixty-two hundredths feet (273.62') to a point; thence
4. North twenty-three degrees thirty-five minutes zero seconds West ($N23^{\circ}35'00''W$) for a distance of two hundred twelve and eighty-eight hundredths feet (212.88') to a point; thence
5. North fifty-six degrees forty-six minutes thirty-five seconds West ($N56^{\circ}46'35''W$) for a distance of one hundred twenty-one and twelve hundredths feet (121.12') to a point; thence
6. North sixty-seven degrees one minute twenty-three seconds West ($N67^{\circ}01'23''W$) for a distance of one hundred seventy-six and fifty-four hundredths feet (176.54') to a point; thence
7. South eighty-four degrees seven minutes twelve seconds West ($S84^{\circ}07'12''W$) for a distance of two hundred eight and six hundredths feet (208.06') to a point; thence
8. North eighty-eight degrees thirty-five minutes forty-two seconds West ($N88^{\circ}35'42''W$) for a distance of two hundred seven and twenty-four hundredths feet (207.24') to a point; thence
9. North seventy degrees twenty minutes one second West ($N70^{\circ}20'01''W$) for a distance of three hundred ten and fifty hundredths feet (310.50') to a point; thence
10. North twenty-seven degrees seven minutes two seconds West ($N27^{\circ}07'02''W$) for a distance of two hundred twenty-four and fifty-two hundredths feet (224.52') to a point; thence

EXHIBIT "A"

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alfred benesch & company

11. North twenty degrees forty-one minutes fifty-one seconds West (N20°41'51"W) for a distance of three hundred twenty-two and fifty-one hundredths feet (322.51') to a point; thence
12. North one degree seventeen minutes thirty-four seconds East (N01°17'34"E) for a distance of sixty-six and eighty-eight hundredths feet (66.88') to a point; thence
13. North one degree forty-six minutes forty-eight seconds East (N01°46'48"E) for a distance of seventy-four and forty-five hundredths feet (74.45') to a point in the south line of the land of Frank Wick and Easement No. 43; thence

along the south line of the land of Frank Wick South sixty-eight degrees fifteen minutes zero seconds East (S68°15'00"E) for a distance of twenty-one and twenty-eight hundredths feet (21.28') to the place of beginning.

CONTAINING 52,619.71 square feet or 1.2080 acres.

MEB:kad
#117.00/14

EXHIBIT "A"

BK4640PG0695



DATE: 09/23/1999 TIME: 03:39P INST NO.: 78174

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : MISC
REC FEE : 23.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Lamb, Wyrde & McErlane
P O Box 565
West Chester Pa 19381

BK4640PG0696

1950
x
200
(u)FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 16th day of July, 1999, between AIM DEVELOPMENT CORPORATION (hereinafter called Grantors) and SADSBUURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 1924, Page 380, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

[Signature]

By: [Signature] Pres.

AIM DEVELOPMENT CORPORATION

[Signature]

By: [Signature]

COMMONWEALTH OF PENNSYLVANIA:

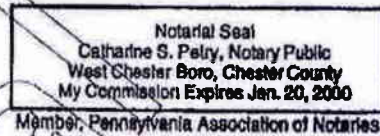
: SS

COUNTY OF CHESTER :

On this, the 27th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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


Notary Public



Unofficial

BK4607PG1668

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

SS

On this 16th day of July, 1999, before me, the undersigned officer,
personally appeared Gregory S. Bentley who acknowledged
himself to be President of AIM DEVELOPMENT CORPORATION, and
that he as such President being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the name of the AIM
DEVELOPMENT CORPORATION by himself as President.

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

Maria Bel Yeo
Notary Public

Notarial Seal
Maria Bel Yeo, Notary Public
Uwchlan Twp., Chester County
My Commission Expires March 23, 2002

Unofficial

**EASEMENT NO. 15
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF AIM DEVELOPMENT CORPORATION**

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF AIM DEVELOPMENT CORPORATION AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 1924, PAGE 380 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located in the east right-of-way line of Pennsylvania Department of Transportation S.R. 4001; thence from the point of beginning through the land of Aim Development Corporation for the following five (5) courses and distances:

1. North eighty-three degrees forty-seven minutes four seconds East (N83°47'04"E) for a distance of four and forty-two hundredths feet (4.42') to a point; thence
2. South six degrees thirteen minutes five seconds East (S06°13'05"E) for a distance of two hundred one and ninety-four hundredths feet (201.94') to a point; thence
3. South six degrees thirteen minutes four seconds East (S06°13'04"E) for a distance of two hundred forty-six and forty-one hundredths feet (246.41') to a point; thence
4. South twenty-four degrees fourteen minutes twenty-five seconds East (S24°14'25"E) for a distance of two hundred sixty-nine and thirty hundredths feet (269.30') to a point, thence
5. South sixty-four degrees nine minutes fifty-six seconds West (S64°09'56"W) for a distance of five and thirty-three hundredths feet (5.33') to a point in the east right-of-way line of Pennsylvania Department of Transportation S.R. 4001; thence

along the east right-of-way line of Pennsylvania Department of Transportation S.R. 4001 the following four (4) courses and distances:

1. North twenty-six degrees thirty-nine minutes forty-one seconds West (N26°39'41"W) for a distance of one hundred thirty-two and nine hundredths feet (132.09') to a point; thence
2. North twenty-three degrees ten minutes fifty-seven seconds West (N23°10'57"W) for a distance of one hundred eleven and twelve hundredths feet (111.12') to a point; thence

EXHIBIT "A"

BK 4607PG 1670

alfred benesch & company

3. along a curve to the right having a central angle of seventeen degrees fifty minutes fifty-five seconds ($17^{\circ}50'55''$), a radius of two hundred seventeen and eighty-four hundredths feet (217.84'), a tangent of thirty-four and twenty-one hundredths feet (34.21'), an arc length of sixty-seven and eighty-six hundredths feet (67.86'), having a chord course of North fourteen degrees twenty-two minutes fifty-one seconds West ($N14^{\circ}22'51''W$) for a chord distance of sixty-seven and fifty-nine hundredths feet (67.59') to a point; thence
4. North five degrees twenty-seven minutes twenty-two seconds West ($N05^{\circ}27'22''W$) for a distance of four hundred nine and thirty-one hundredths feet (409.31') to the place of beginning.

CONTAINING 5,660.43 square feet or 0.1299 acres.

MEB:kad
8117.0016/15

EXHIBIT "A"

BK 4607PG 1671



DATE: 07/28/1999 TIME: 02:27P INST NO.: 62566

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 07/28/1999 TIME: 02:27P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

DATE: 07/28/1999 TIME: 02:27P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Official

MacElree Harvey
1720 Miner St
West Chester, Pa

19381 RETURN TO

BK4607PG1672

1950
210
CW

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 16th day of July, 1999, between AIM DEVELOPMENT CORPORATION (hereinafter called Grantors) and SADSBUURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 1924, Page 380, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

Handwritten signature

By:

Handwritten signature Pres.

AIM DEVELOPMENT CORPORATION

Handwritten signature

By:

Handwritten signature, PRESIDENT

COMMONWEALTH OF PENNSYLVANIA:

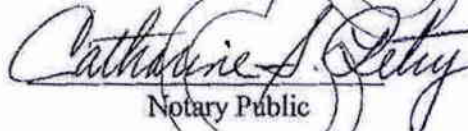
: SS

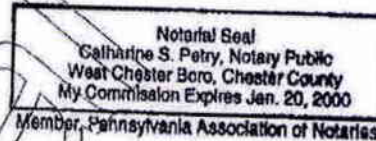
COUNTY OF CHESTER

:

On this, the 27th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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


Notary Public



Unofficial

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

SS

On this 16th day of July, 1999, before me, the undersigned officer,
personally appeared Gregory S. Bentley who acknowledged
himself to be President of AIM DEVELOPMENT CORPORATION, and
that he as such President being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the name of the AIM
DEVELOPMENT CORPORATION by himself as President

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

Marla Bai Yeo
Notary Public

Notarial Seal
Marla Bai Yeo, Notary Public
Uwchlan Twp., Chester County
My Commission Expires March 23, 2002

Unofficial

EASEMENT NO. 16

20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF AIM DEVELOPMENT CORPORATION

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF AIM DEVELOPMENT CORPORATION AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 1924, PAGE 380 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point in the west right-of-way line of Pennsylvania Department of Transportation S.R. 4001; thence from the place of beginning along the west right-of-way line of the Pennsylvania Department of Transportation S.R. 4001 and the north right-of-way line of Sadsbury Township Route 399 the following five (5) courses and distances:

1. South twenty-six degrees thirty-nine minutes forty-one seconds East ($S26^{\circ}39'41''E$) for a distance of one hundred fifty-seven and fifty-six hundredths feet (157.56') to a point; thence
2. South twenty-nine degrees twelve minutes two seconds East ($S29^{\circ}12'02''E$) for a distance of one hundred forty-three and ninety-two hundredths feet (143.92') to a point; thence
3. South thirty-one degrees thirty-five minutes eight seconds East ($S31^{\circ}35'08''E$) for a distance of one hundred fifty-three and twenty-four hundredths feet (153.24') to a point; thence
4. South forty-three degrees forty-eight minutes thirty-four seconds West ($S43^{\circ}48'34''W$) for a distance of seven hundred twenty-seven and thirteen hundredths feet (727.13') to a point; thence
5. along a curve to the left having a central angle of four degrees sixteen minutes twenty-four seconds ($04^{\circ}16'24''$), a radius of nine hundred two and eighty-nine hundredths feet (902.89'), a tangent of thirty-three and sixty-nine hundredths feet (33.69'), an arc length of sixty-seven and thirty-four hundredths feet (67.34') having a chord course of South thirty-nine degrees forty-eight minutes fifty-three seconds West ($S39^{\circ}48'53''W$) for a chord distance of sixty-seven and thirty-three hundredths feet (67.33') to a point; thence

through the land of Aim Development Corporation for the following six (6) courses and distances:

1. North twelve degrees twenty-two minutes five seconds East ($N12^{\circ}22'05''E$) for a distance of fourteen and eighty hundredths feet (14.80') to a point; thence

alfred benesch & company

2. North forty-two degrees thirty minutes eighteen seconds East (N42°30'18"E) for a distance of three hundred eighty-four and seventy-two hundredths feet (384.72') to a point; thence
3. North forty-two forty-eight minutes seven seconds East (N42°48'07"E) for a distance of three hundred eighty-one and forty-nine hundredths feet (381.49') to a point; thence
4. North twenty-eight degrees twenty minutes twenty-one seconds West (N28°20'21"W) for a distance of one hundred ninety-six and thirty-one hundredths feet (196.31') to a point; thence
5. North twenty-six degrees fifty-nine minutes twelve seconds West (N26°59'12"W) for a distance of two hundred forty-five and seventy hundredths feet (245.70') to a point; thence
6. North sixty-four degrees nine minutes forty-nine seconds East (N64°09'49"E) for a distance of eight and fifty-one hundredths feet (8.51') to the place of beginning.

CONTAINING 13,966.58 square feet of 0.3206 acres.

MEB:kad
8117.00 case 16

EXHIBIT "A"

BK 4607PG 1699



DATE: 07/28/1999 TIME: 02:27P INST NO.: 62573

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 07/28/1999 TIME: 02:27P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 07/28/1999 TIME: 02:27P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Official

RETURN TO

MacDree, Harvey
1790. High St.
West Chester, Pa
19381

BK4607PG1700

1750
+ 300
300
CW

FINAL RIGHT-OF-WAY AGREEMENT.

AGREEMENT made this 16th day of July, 1999, between AIM DEVELOPMENT CORPORATION (hereinafter called Grantors) and SADSBUY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 1924, Page 380, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

By: _____ Pres.

AIM DEVELOPMENT CORPORATION

By: _____, PRESIDENT


COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF CHESTER :

On this, the 27th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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


Notary Public

Notarial Seal
Catharine S. Petry, Notary Public
West Chester Boro, Chester County
My Commission Expires Jan. 20, 2000
Member, Pennsylvania Association of Notaries

Unofficial

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CHESTER

On this 16th day of July, 1999, before me, the undersigned officer,
 personally appeared Gregory S. Bentley who acknowledged
 himself to be President of AIM DEVELOPMENT CORPORATION, and
 that he as such President being authorized to do so, executed the foregoing
 instrument for the purposes therein contained by signing the name of the AIM
 DEVELOPMENT CORPORATION by himself as President.

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

Maria Bei Yeo
 Notary Public

Notarial Seal
 Maria Bei Yeo, Notary Public
 Uwchlan Twp., Chester County
 My Commission Expires March 23, 2002

Unofficial Copy

EASEMENT NO. 17

20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF AIM DEVELOPMENT CORPORATION

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF AIM DEVELOPMENT CORPORATION AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 1924, PAGE 380 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point along the south right-of-way line of Sadsbury Township Route 399, said point also being in the west line of the land of Aim Development Corporation and the east line of the land of Clarence S. and Esther F. Roberts, husband and wife, said point also being South twenty-four degrees twenty-four minutes thirty-six seconds East (S24°24'36"E) from a nail found at the northeast corner of the land of Clarence S. and Esther F. Roberts, husband and wife, and Easement No. 18; thence from the point of beginning along the south right-of-way line of Sadsbury Township Route 399 along a curve to the right having a central angle of one degree eleven minutes forty-nine seconds (01°11'49"), a radius of four hundred forty-eight and six hundredths feet (448.06'), a tangent of four and sixty-eight hundredths feet (4.68'), an arc length of nine and thirty-six hundredths feet (9.36') having a chord course of North twenty-seven degrees fifty-two minutes forty-five seconds East (N27°52'45"E) for a chord distance of nine and thirty-six hundredths feet (9.36') to a point; thence through the land of Aim Development Corporation South twelve degrees twenty-two minutes six seconds West (S12°22'06"W) for a distance of twelve and sixty-two hundredths feet (12.62') to a point in the east line of the land of Clarence S. and Esther F. Roberts, husband and wife, and Easement No. 18; thence along the east line of the land of Clarence S. and Esther F. Roberts, husband and wife, North twenty-two degrees twenty-four minutes thirty-six seconds West (N22°24'36"W) for a distance of four and thirty-nine hundredths feet (4.39') to the place of beginning.

CONTAINING 15.65 square feet or 0.0004 acres.

MEB:kad
8117.001/sect 17

EXHIBIT "A"

BK 4607 PG 1691

DATE: 07/28/1999 TIME: 02:27P INST NO.: 62572

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : MISC
REC FEE : 17.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 07/28/1999 TIME: 02:27P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

DATE: 07/28/1999 TIME: 02:27P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 028670 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

RETURN TO

MacDrew Harley
1730 High St
West Chester, Pa
19381

BK4607PG1692

Map Filed

RETURN TO

988450 IDW
T.A. TITLE INSURANCE CO.
19 BRANDYWINE AVE.
DOWNTOWN, PA 19335

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 15th day of September, 1999, between COSMOS DEVELOPMENT COMPANY, INC. (hereinafter called Grantors) and SADBURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 4195, Page 570, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of ONE Dollars (\$ 1.00) upon completion of the said construction.

2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.

3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.

4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 7th day of July, 1999, before me, the undersigned officer,
personally appeared PETER SCHULTZ who acknowledged himself to be President of
Sadsbury Sewer Corporation, and that he as such Officer being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of the
Sadsbury Sewer Corporation by himself as President.

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

Barbara C. Billela
Notary Public



Unofficial

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CHESTER

On this 19th day of July, 1999, before me, the undersigned officer,
 personally appeared John H. Lumberis who acknowledged
 himself to be President of COSMOS DEVELOPMENT COMPANY, INC.,
 and that he as such President being authorized to do so, executed this
 foregoing instrument for the purposes therein contained by signing the name of the COSMOS
 DEVELOPMENT COMPANY, INC. by himself as President

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

Barbara C. Billela
 Notary Public

Notarial Seal
 Barbara C. Billela, Notary Public
 West Chester Boro, Chester County
 My Commission Expires Aug. 26, 2002
 Member, Pennsylvania Association of Notaries

Unofficial Copy

The undersigned holder of a Mortgage on the above described premises of

_____ which Mortgage is on record in the Office of
the Recorder of Deeds of Chester County, Pennsylvania, in Mortgage Book _____ page _____,
hereby joins in and expressly approves of the attached Final Right-of-Way Agreement.

ATTEST:

National Penn Bank

By: _____

Clarence Marshall, Vice President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :

SS

On the 15th day of September, 1998 before me, the undersigned officer,
personally appeared Clarence Marshall, Vice President of National Penn Bank, known to me to be the
person whose name is subscribed to the within instrument and acknowledged that he executed
the same for the purposes therein contained.



Maurice M. Donna
Notary Public

EASEMENT NO. 20

**20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF COSMOS DEVELOPMENT COMPANY, INC.**

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF COSMOS DEVELOPMENT COMPANY, INC., AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 4195, PAGE 570 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point in the south right-of-way line of Sadsbury Township Route 399, also being at the northeast corner of the land of Penguin Industries, said point also being the Northwest corner of this described easement; thence from the place of beginning along the south right-of-way line of Sadsbury Township Route 399 for the following three (3) courses and distances:

1. North thirty-six degrees five minutes thirty-five seconds East (N36°05'35"E) for a distance of nineteen and one hundredth feet (19.01') to a point; thence
2. North thirty-six degrees five minutes thirty-eight seconds East (N36°05'38"E) for a distance of one hundred forty-one and three hundredths feet (141.03') to a point; thence
3. along a curve to the right having a central angle of six degrees twenty-three minutes ten seconds (6°23'10"), a radius of six hundred thirty-seven and thirty-nine hundredths feet (637.39'), a tangent of thirty-five and fifty-six hundredths feet (35.56'), an arc length of seventy-one and four hundredths feet (71.04'), having a chord course of North thirty-seven degrees forty-seven minutes forty-eight seconds East (N37°47'48"E) for a chord distance of seventy-one and one hundredth feet (71.01') to a point;

thence through the land of Cosmos Development Company, Inc., for the following two (2) courses and distances:

1. South thirty-five degrees thirteen minutes fifty-one seconds West (S35°13'51"W) for a distance of two hundred and thirty-eight hundredths feet (200.38') to a point; thence
2. South thirty-six degrees thirteen minutes forty-seven seconds West (S36°13'47"W) for a distance of thirty-four and forty-seven hundredths feet (34.47') to a point in the east line of the land of Penguin Industries;

thence along the East line of the land of Penguin Industries North sixteen degrees fifty minutes twenty seconds West (N16°50'20"W) for a distance of six and thirty-two hundredths feet (6.32') to the place of beginning.

CONTAINING 862.81 square feet or 0.0198 acres.

MEB/kad:sc

8117.00Easc20

BK 4636 PG 1047



alfred benesch & company
 CONSULTING ENGINEERS
 P.O. BOX 1090, 400 ONE NORWEGIAN PLAZA
 POTTSVILLE, PA 17901 (570) 622-4055

To: Mr. John Lymberis			
P.O. Box 10			
Sadsburyville, PA 19369			
Via	Mail	Messenger	FedEx

Date: 9/13/99	Job No. 8117
Subject: Sanitary Sewage Facilities	

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER THE FOLLOWING ITEMS:

Shop Drawing Prints Plans Specifications Test Reports Copy of Letter Computer File

COPIES	DATE	DESCRIPTION
3	9/13/99	Easement Description and Drawing for Cosmos

THESE ARE TRANSMITTED as checked below:

- | | | |
|---|---|---|
| <input type="checkbox"/> For approval | <input checked="" type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit ___ copies for approval |
| <input type="checkbox"/> For your information | <input checked="" type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit ___ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return ___ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> | |

REMARKS John,

Here is the easement drawing and description for Cosmos. Call if you need anything else.

Copies To	No. of Prints:

alfred benesch & company

BY Jacqueline A. Peleschak, P.E.

Transmitted For
09/13/99

BK4636PG1048

EASEMENT NO. 20

20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF COSMOS DEVELOPMENT COMPANY, INC.

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF COSMOS DEVELOPMENT COMPANY, INC., AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 4195, PAGE 570 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point in the south right-of-way line of Sadsbury Township Route 399, also being at the northeast corner of the land of Penguin Industries, said point also being the Northwest corner of this described easement; thence from the place of beginning along the south right-of-way line of Sadsbury Township Route 399 for the following three (3) courses and distances:

1. North thirty-six degrees five minutes thirty-five seconds East (N36°05'35"E) for a distance of nineteen and one hundredth feet (19.01') to a point; thence
2. North thirty-six degrees five minutes thirty-eight seconds East (N36°05'38"E) for a distance of one hundred forty-one and three hundredths feet (141.03') to a point; thence
3. along a curve to the right having a central angle of six degrees twenty-three minutes ten seconds (6°23'10"), a radius of six hundred thirty-seven and thirty-nine hundredths feet (637.39'), a tangent of thirty-five and fifty-six hundredths feet (35.56'), an arc length of seventy-one and four hundredths feet (71.04'), having a chord course of North thirty-seven degrees forty-seven minutes forty-eight seconds East (N37°47'48"E) for a chord distance of seventy-one and one hundredth feet (71.01') to a point;

thence through the land of Cosmos Development Company, Inc., for the following two (2) courses and distances:

1. South thirty-five degrees thirteen minutes fifty-one seconds West (S35°13'51"W) for a distance of two hundred and thirty-eight hundredths feet (200.38') to a point; thence
2. South thirty-six degrees thirteen minutes forty-seven seconds West (S36°13'47"W) for a distance of thirty-four and forty-seven hundredths feet (34.47') to a point in the east line of the land of Penguin Industries;

thence along the East line of the land of Penguin Industries North sixteen degrees fifty minutes twenty seconds West (N16°50'20"W) for a distance of six and thirty-two hundredths feet (6.32') to the place of beginning.

CONTAINING 862.81 square feet or 0.0198 acres.

MEB/kad:sc
8117.002

BK 636 PG 1049

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

D.A. Sec.

By: *[Signature]* Pres.

COSMOS DEVELOPMENT COMPANY, INC.

Patricia Shields Sec.

By: *[Signature]* Pres.

Unofficial

T. A. TITLE INSURANCE COMPANY

SCHEDULE A

(continued)

Commitment Schedule A

ALL THAT CERTAIN tract or parcel of land, Hereditaments and Appurtenances, SITUATE in the Township of Sadsbury, County of Chester and State of Pennsylvania, and being more particularly described according to a final land development sub-division Plan for Quarry Ridge prepared by Nave, Newell and Stampfl, Ltd., Civil Engineers, King of Prussia, Pennsylvania, dated 10/6/1997 last revised 4/20/1999.

BEGINNING at a point in the title line of Old Wilmington Road, also known as L.R. 15066 (60 feet wide), where the same is intersected by the line dividing the lands now or late of ALM Development Corporation (Deed Book 1924 page 380) and the lands now or late of Anthony and Loretta Cimeo (Deed Book Y-28 page 619) said point being North 77 degrees 5 minutes 33 seconds East, 31.69 from concrete monument also being the most Northeasterly corner of the parcel herein described and from said beginning point runs; thence, extending along title line of Old Wilmington Road; (1) South 14 degrees 48 minutes 52 seconds East, 350.61 feet to a point corner in the same and also being the lands of now or late Everett G. and Mary Griest (Deed Book 1661 page 446; thence, still along the same (2) South 75 degrees 11 minutes 8 seconds West 300 feet to a point corner in the same and also being the Northwest corner of aforementioned Everett G. and Mary Griest; (found, rebar at corner); thence continuing along the same (3) South 14 degrees 48 minutes 52 seconds East, 200.10 feet to a point in the same and also being the Southwest corner of lands of now or late Bradley J. and Terry Feisler (Deed Book 3946 page 525); thence leaving said corner and passing over a concrete monument 282.70 feet therefrom and along aforementioned Northeasterly line (4) North 75 degrees 11 minutes 8 seconds East, 300 feet to a point in the title line of aforementioned Old Wilmington Road; thence along the same (5) South 14 degrees 48 minutes 52 seconds East, 100 feet to a point in the same and also being the Northeast corner of lands of now or late David and Joanne Mulvaney (Deed Book W-51 page 306); thence along the same (6) South 75 degrees 11 minutes 08 seconds West, 300 feet to a point; thence along the same (7) South 14 degrees 48 minutes 52 seconds East, 100.05 feet to the Southwest point corner (found iron pipe) in same; thence along the same (8) South 14 degrees 48 minutes 52 seconds East, 157.79 feet to a

Commitment No. 9804501DW

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

BK4636PG1051

T. A. TITLE INSURANCE COMPANY

SCHEDULE A

(continued)

Commitment Schedule A

point in line of lands now or late of Thomas and Ann Natalie (Deed Book E-35 page 306); thence along the same (9) South 14 degrees 48 minutes 52 seconds East, 102.21 feet to a point in the line of lands now or late of David and Melissa Moge (Deed Book 2600 page 337); thence (10) South 31 degrees 59 minutes 52 seconds East, 223.84 feet to a point in the line of lands now or late of William D. and Jane Teter (Deed Book O-57 page 258); thence (11) South 15 degrees 59 minutes 46 seconds East, 108.73 feet to a point in the line of lands now or late of Alvin D. and Dorothy Shumoto (Deed Book F-25 page 129); thence along the same (12) South 15 degrees 59 minutes 46 seconds East, 119.81 feet to a point in the line of lands now or late of Robert T. and Barbara Powel (Deed Book 3063 page 489); thence (13) North 62 degrees 11 minutes 08 seconds East, 238.37 feet to a point in the aforementioned title line of Old Wilmington Road; thence (14) South 26 degrees 6 minutes 4 seconds East, 362.52 feet to a point; thence (15) South 24 degrees 46 minutes 0 seconds West, 476.93 feet to a point; thence (16) South 67 degrees 21 minutes 0 seconds West, 176.64 feet to a point in the title line of Oak Road; thence along same (17) South 49 degrees 46 minutes 0 seconds West, 246.84 feet to a point; thence along the same (18) South 55 degrees 36 minutes 0 seconds West, 149.32 feet to a point; thence (19) South 44 degrees 31 minutes 0 seconds West, 229.58 feet to a point; thence (20) South 76 degrees 44 minutes 04 seconds West, 178.11 feet to a point; thence (21) South 7 degrees 15 minutes 54 seconds East, 71.94 feet to a corner of the lands now or late of The Redevelopment Authority of the County of Chester (Deed Book 155 page 273); thence along the same (22) North 88 degrees 50 minutes 54 seconds West, 177.90 feet to a point of curvature; thence on a curve to the left with a radius of 2935.00 feet, a delta angle of 07 degrees 12 minutes 8 seconds (23) Southwestwardly, an arc distance of 368.93 feet to a point of non-tangency in the lands now or late of Penguin Industries (Deed Book I-59 page 92); thence along the same (24) North 12 degrees 28 minutes 05 seconds West, 179.36 feet to a point in the same; thence along the same (25) South 71 degrees 35 minutes 49 seconds West, 202.95 feet to a point in same; thence along the same (26) North 15 degrees 46 minutes 15 seconds West, 1430.55 feet to a point in same; thence along same (27) North 76 degrees 20 minutes 49 seconds East, 165 feet to a

Commitment No. 9804501DW

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

BR 636PG1052

T. A. TITLE INSURANCE COMPANY

SCHEDULE A
(continued)

Commitment Schedule A

point in same; thence along the same (28) North 15 degrees 01 minutes 11 seconds West, 737.94 feet to a point in the centerline of Quarry Road, also known as T-399 (50 feet wide); thence (29) North 39 degrees 52 minutes 13 seconds East, 347.57 feet to a point in same; thence along the same (30) North 49 degrees 59 minutes 02 seconds East, 196.64 feet to a point in same; thence along the same (31) North 47 degrees 00 minutes 34 seconds East, 8.06 feet to a point in same and in the lands now or late Bruce and Mary Wood (Deed Book O-64 page 177); thence along the same (32) South 24 degrees 44 minutes 27 seconds East 237.81 feet to a point in same; thence along the same and also along the lands now or late Clarence S. and Esther Roberts (Deed Book C-23 page 12) and also along the lands now or late of Alm Development Corporation (Deed Book 1924 page 380) (33) North 77 degrees 5 minutes 33 seconds East, 1200.11 feet to the point and place of beginning.

SAID ABOVE DESCRIBED Tract of Land containing within said bounds 91.52 acres more or less.

SAID ABOVE DESCRIBED Tract of land being known and designated as Tax Map 37, Block 4, Unit 53 in Sadsbury Township, Chester County, Pennsylvania, being the same land recorded in the Office of the Recorder of Deeds for Chester County in Plan Book Y-28 page 619.

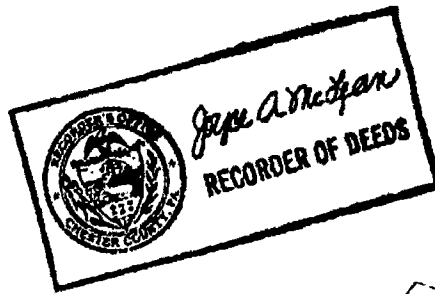
BEING the same premises which Anthony H. Cimeo and Loretta M. Cimeo, husband and wife, by Indenture bearing date the 25th day of June, A.D. 1997 and recorded in the Office for the Recording of Deeds, in and for the County of Chester, aforesaid, in Record Book A195 page 570 &c., granted and conveyed unto Comos Development Co., Inc., in fee.

BEING COUNTY PARCEL NUMBERS 37-4-53 and 37-4G-29.

Commitment No. 9804501DW

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

BK4636PG1053



DATE: 09/16/1999 TIME: 12:19P INST NO.: 76372

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034779 TYPE DOC : MISC
REC FEE : 34.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 09/16/1999 TIME: 12:19P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034779 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

DATE: 09/16/1999 TIME: 12:19P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 034779 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Unofficial

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 7th day of July, 1999, between PENGUIN INDUSTRIES, INC. (hereinafter called Grantor) and SADSBUURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book I59, page 92, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, a right-of-way and easement on and under the lands hereinafter described, along the route as shown on Exhibit B as is necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the right-of-way and easement, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install and maintain gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right-of-way and easement above mentioned are granted and conveyed are described in Exhibit "A" and as shown on Plan No. 8117-F of Alfred Benesch & Company dated February 20, 1999, and marked Exhibit "B", which Exhibit is attached hereto and made part hereof.
4. That the said right-of-way and easement herein appropriated by the

Grantee for the laying, installation, construction, operation, change, repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; said area to be as it appears on Exhibit "B"; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area, as shown on Exhibit "B"; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said right-of-way and easement unto Grantee, its successors and assigns, to and for its and their use, as specified herein, for as long as they require the easement for the occupancy of the sewer transmission line.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid right-of-way and easement, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for purposes inconsistent with those granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances

construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. The parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said right-of-way strip.

10. The rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

12. Grantee shall construct, at its sole expense, the sewer transmission line and all related improvements (together the "Sewer Facilities") in a workmanlike manner and otherwise in compliance with all insurance requirements and all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction thereover.

13. Grantee, and its successors and assigns, shall have the obligation to inspect, maintain, repair, replace and renew, at its sole expense, the Sewer Facilities to be constructed in the easement area. Grantee shall inspect, repair and maintain the Sewer Facilities in compliance with all applicable laws, rules, regulations and ordinances, and in accordance with the standard practices of the sewage treatment and disposal industry.

14. The rights granted by this easement are for the continuance of these uses or similar uses that require a comparable burden on the property containing the easement. These rights shall not be deemed to extend to a change in adjacent lands to any industrial or manufacturing use that would require a significant expansion in the use of and burden on the easement area on the burdened property.

15. Grantee agrees to indemnify, defend and hold harmless Grantor, its stockholders, officers, employees and agents, and their successors and assigns, from and against any and all claims, demands and liabilities of any kind, arising from the construction of the Sewer Facilities, the continued occupancy of the easement area by the Sewer Facilities, any use of the easement area for any required maintenance or repairs, or any other claim arising from any other use or exercise by Grantee of the rights granted herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

Unofficial Copy

executed the day and year first above written.

ATTEST:

Randall Sch

SADSBURY SEWER CORPORATION

By: *[Signature]* Pres.

WITNESS:

Randall Sch

PENGUIN INDUSTRIES, INC.

By: *[Signature]*

WITNESS:

By: _____

Unofficial

COPY

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF CHESTER

:

On this 7th day of July, 1999, before me, the undersigned officer,
 personally appeared PETER SCHULTZ who acknowledged himself to be President of
 Sadsbury Sewer Corporation, and that he as such Officer being authorized to do so, executed
 the foregoing instrument for the purposes therein contained by signing the name of the
 Sadsbury Sewer Corporation by himself as President.

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

Barbara C. Billela
 Notary Public

Notarial Seal
 Barbara C. Billela, Notary Public
 West Chester Boro, Chester County
 My Commission Expires Aug. 26, 2002
 Member, Pennsylvania Association of Notaries

Unofficial Copy

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF CHESTER

:

On the ^{7th DAP} ~~1st~~ day of July, 1999, before me, the undersigned officer, personally appeared Albert J. Wiker, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Carol F. Cochran
 Notary Public

Notarial Seal
 Carol F. Cochran, Notary Public
 Calm Twp., Chester County
 My Commission Expires May 26, 2001

Unofficial Copy



DATE: 07/08/1999 TIME: 09:42A INST NO.: 56230

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 025919 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 07/08/1999 TIME: 09:42A INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 025919 TYPE DOC : CD REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 07/08/1999 TIME: 09:42A INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 025919 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

RETURN TO

MacElree, Harvey
17 W. Miner St
West Chester, PA.

BK4595PG0892

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 27th day of July, 1999, between SADSBUURY TOWNSHIP (hereinafter called Grantors) and SADSBUURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book W 56, Page 9, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollars (\$ 1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

BK 4640PG0722

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

[Signature] Secy.

By: [Signature] Pres.

SADSBURY TOWNSHIP

[Signature]

By: [Signature]

Unofficial

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF CHESTER

:

On this, the 27th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Catharine S. Petry
Notary Public

Notarial Seal
Catharine S. Petry, Notary Public
West Chester Boro, Chester County
My Commission Expires Jan. 20, 2000
Member, Pennsylvania Association of Notaries

Unofficial

BK4640PG0725

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 22nd day of September, 1999, before me, the undersigned officer,
personally appeared Neil W. Heineman who acknowledged
himself to be Chairman of SADBURY TOWNSHIP, and that he as such
Chairman being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the SADBURY TOWNSHIP by
himself as Chairman.

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

Jeannette K. Lee
Notary Public

Notarial Seal
Jeannette K. Lee, Notary Public
West Chester Office, Chester County
My Comm. Expires March 31, 2003
Member, Pennsylvania Association of Notaries

INSTRUMENT NOT
LEGIBLE AT TIME
OF IMAGING

Unofficial

BK4640PG0726

EASEMENT NO. 22

20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF SADBURY TOWNSHIP

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF SADBURY TOWNSHIP, AS RECORDED IN CHESTER COUNTY DEED BOOK NO. W 56, PAGE 9 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point in the south right-of-way line of Sadsbury Township Route 399, thence from the place of beginning through the land of Sadsbury Township for the following six (6) courses and distances:

1. South forty degrees seventeen minutes fourteen seconds East (S40°17'14"E) for a distance of eighty-seven and ninety-six hundredths feet (87.96') to a point; thence
2. South two degrees forty-seven minutes eleven seconds East (S02°47'11"E) for a distance of two hundred fifty-five and ninety-five hundredths feet (255.95') to a point; thence
3. South nineteen degrees nine minutes forty-one seconds East (S19°09'41"E) for a distance of two hundred sixty-two and seventy-two hundredths feet (262.72') to a point; thence
4. South twenty-eight degrees fifty-one minutes twenty-one seconds East (S28°51'21"E) for a distance of two hundred forty-five and thirty-eight hundredths feet (245.38') to a point; thence
5. South fourteen degrees fifty-three minutes two seconds East (S14°53'02"E) for a distance of three hundred fifty-one and forty-four hundredths feet (351.44') to a point; thence
6. South fourteen degrees twenty-eight minutes three seconds East (S14°28'03"E) for a distance of ninety-four and sixty-eight hundredths feet (94.68') to a point; thence
7. South forty-five degrees fifty-nine minutes six seconds West (S45°59'06"W) for a distance of sixteen and thirty-three hundredths feet (16.33') to a point in the east right-of-way line of Sadsbury Township Route 358; thence

along the east right-of-way line of Sadsbury Township Route 358 for the following three (3) courses and distances:

EXHIBIT "A"

BK 4640PG0727

alfred benesch & company

1. North thirteen degrees fifty-four minutes fifty-six seconds West (N13°54'56"W) for a distance of nine and twenty hundredths feet (9.20') to a point; thence
2. North fourteen degrees ten minutes ten seconds West (N14°10'10"W) for a distance of one hundred six and sixteen hundredths feet (106.16') to a point; thence
3. along a curve to the left having a central angle of nine degrees eleven minutes twelve seconds (09°11'12"), a radius of nine hundred seventy-six and sixteen hundredths feet (976.16'), a tangent of seventy-eight and forty-two hundredths feet (78.42'), an arc length of one hundred and fifty-six and fifty-one hundredths feet (156.51'), having a chord course of North seventeen degrees sixteen minutes thirty-five seconds West (N17°16'35"W) for a chord distance of one hundred fifty-six and thirty-five hundredths feet (156.35') to a point; thence

through the land of Sadsbury Township for the following five (5) courses and distances:

1. North fourteen degrees fifty-three minutes two seconds West (N14°53'02"W) for a distance of one hundred eighty and six hundredths feet (180.06') to a point; thence
2. North twenty-eight degrees fifty-one minutes twenty-two seconds West (N28°51'22"W) for a distance of two hundred forty-four and sixty-three hundredths feet (244.63') to a point; thence
3. North nineteen degrees nine minutes forty-one seconds West (N19°09'41"W) for a distance of two hundred sixty-seven and twenty-eight hundredths feet (267.28') to a point; thence
4. North two degrees forty-seven minutes eleven seconds West (N02°47'11"W) for a distance of two hundred fifty-two and five hundredths feet (252.05') to a point; thence
5. North forty degrees seventeen minutes fifteen seconds West (N40°17'15"W) for a distance of eighty-five and seventy-one hundredths feet (85.71') to a point in the south right-of-way line of Sadsbury Township Route 399; thence

along the south right-of-way line of Sadsbury Township Route 399 along a curve to the left having a central angle of five degrees two minutes forty-two seconds (05°02'42"), a radius of two hundred thirty-three and zero hundredths feet (233.00'), a tangent of ten and twenty-six hundredths feet (10.26'), an arc length of twenty and fifty-two hundredths feet (20.52'), having a chord course of North sixty-two degrees thirty-one minutes twenty-two seconds East (N62°31'22"E) for a chord distance of twenty and fifty-one hundredths feet (20.51') to the place of beginning.

CONTAINING 24,468.41 square feet or 0.5617 acres.

MEB:kad
8/17/09 Page 22

EXHIBIT "A"

BK 4640PG0728



DATE: 09/23/1999 TIME: 03:39P INST NO.: 78184

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : MISC
REC FEE : 19.00
LDC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : CO REC FUND
REC FEE : 1.00
LDC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : RE REC FUND
REC FEE : 1.00
LDC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Lamb, Winkle & McErlane
P O Box 565
West Chester Pa 19381

BK4640PG0729

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 27th day of July, 1999, between SADBURY TOWNSHIP (hereinafter called Grantors) and SADBURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book G 56, Page 393, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollars (\$ 1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

BK4640PG0697

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

B. J. Scott

By: [Signature]

SADSBURY TOWNSHIP

[Signature]

By: [Signature]

Unofficial Copy

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF CHESTER :

On this, the 27th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Catharine S. Patsy
Notary Public

Notarial Seal
Catharine S. Patsy, Notary Public
West Chester Boro, Chester County
My Commission Expires Jan. 20, 2000
Member, Pennsylvania Association of Notaries

Unofficial

BK464OPG0700

COMMONWEALTH OF PENNSYLVANIA

:
:
:

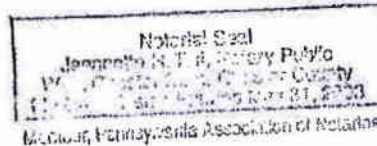
SS

COUNTY OF CHESTER

On this 27th day of September, 1999, before me, the undersigned officer,
personally appeared Neil H. Heineman who acknowledged
himself to be Chairman of SADBURY TOWNSHIP, and that he as such
Chairman being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the SADBURY TOWNSHIP by
himself as Chairman.

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

Jeanette L. Toss
Notary Public



INSTRUMENT NOT
LEGIBLE AT TIME
OF IMAGING

Unofficial

EASEMENT NO. 24

20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF SADBURY TOWNSHIP

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF SADBURY TOWNSHIP, AS RECORDED IN CHESTER COUNTY DEED BOOK NO. G 56, PAGE 393 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT A --

BEGINNING at a point located in the north line of the land of Sadsbury Township, said point also being in the south line of Easement No. 23, said point being along a curve to the left having a central angle of zero degrees forty-eight minutes seventeen seconds ($00^{\circ}48'17''$), a radius of one thousand four hundred thirty-three and fifty hundredths feet (1433.50'), a tangent of ten and seven hundredths feet (10.07'), an arc length of twenty and thirteen hundredths feet (20.13'), having a chord course of South seventy-two degrees forty minutes twenty-six seconds West ($S72^{\circ}40'26''W$) for a chord distance of twenty and thirteen hundredths feet (20.13') from the southeast corner of the land of John R. Klingelhoefter and Roxanne G. Velebir; thence from the place of beginning through the land of Sadsbury Township for the following five (5) courses and distances:

1. South twenty-three degrees fifty-one minutes forty seconds East ($S23^{\circ}51'40''E$) for a distance of forty-four and ninety-six hundredths feet (44.96') to a point; thence
2. South seven degrees nineteen minutes eighteen seconds East ($S07^{\circ}19'18''E$) for a distance of one hundred twenty-six and fifty-nine hundredths feet (126.59') to a point; thence
3. South sixteen degrees fifty-one minutes seventeen seconds East ($S16^{\circ}51'17''E$) for a distance of one hundred forty-three and ninety-one hundredths feet (143.91') to a point; thence
4. North seventy-three degrees twelve minutes nineteen seconds East ($N73^{\circ}12'19''E$) for a distance of thirty-seven and twenty-seven hundredths feet (37.27') to a point; thence
5. North forty-nine degrees fifteen minutes forty-seven seconds East ($N49^{\circ}15'47''E$) for a distance of fifty-eight and forty-one hundredths feet (58.41') to a point in the west right-of-way line of Sadsbury Township Route 358; thence

alfred benesch & company

along the west right-of-way line of Sadsbury Township Route 358 along a curve to the left having a central angle of twenty-four degrees twenty-nine minutes thirty-two seconds ($24^{\circ}29'32''$), a radius of fifty-eight and forty-one hundredths feet ($58.41'$), a tangent of twelve and sixty-eight hundredths feet ($12.68'$), an arc length of twenty-four and ninety-seven hundredths feet ($24.97'$), having a chord course of South fifty-two degrees fifty-eight minutes fifty-nine seconds East ($S52^{\circ}58'59''E$) for a chord distance of twenty-four and seventy-eight hundredths feet ($24.78'$) to a point; thence through the land of Sadsbury Township for the following four (4) courses and distances:

1. South seventy-three degrees twelve minutes twenty-one seconds West ($S73^{\circ}12'21''W$) for a distance of seventy-one and ninety hundredths feet ($71.90'$) to a point; thence
2. North sixteen degrees forty-eight minutes two seconds West ($N16^{\circ}48'02''W$) for a distance of one hundred sixty-six and twenty-two hundredths feet ($166.22'$) to a point; thence
3. North seven degrees twenty minutes two seconds West ($N07^{\circ}20'02''W$) for a distance of one hundred twenty-four and sixty-seven hundredths feet ($124.67'$) to a point; thence
4. North twenty-three degrees fifty-one minutes forty seconds West ($N23^{\circ}51'40''W$) for a distance of forty-four and thirty-five hundredths feet ($44.35'$) to a point in the south line of the land of John R. Klingelhoefter and Roxanne G. Velebir and Easement No. 23; thence

along the south line of the land of John R. Klingelhoefter and Roxanne G. Velebir along a curve to the right having a central angle of zero degrees forty-eight minutes seventeen seconds ($00^{\circ}48'17''$), a radius of one thousand four hundred thirty-three and fifty hundredths feet ($1433.50'$), a tangent of ten and seven hundredths feet ($10.07'$), an arc length of twenty and thirteen hundredths feet ($20.13'$), having a chord course of North seventy-two degrees forty minutes twenty-six seconds East ($N72^{\circ}40'26''E$) for a chord distance of twenty and thirteen hundredths feet ($20.13'$) to the place of beginning.

CONTAINING 7,565.59 square feet or 0.1737 acres.

EASEMENT B --

BEGINNING at a point located in the south right-of-way line of Sadsbury Township T358; thence from the place of beginning through the land of Sadsbury Township South fourteen degrees twenty-seven minutes nineteen seconds East ($S14^{\circ}27'19''E$) for a distance of nineteen and seven hundredths feet ($19.07'$) to a point in the north line of the land of National Passenger Railroad Corporation; thence along the north line of the land of National Passenger Railroad Corporation South seventy-seven degrees zero minutes twenty-one seconds West ($S77^{\circ}00'21''W$) for a distance of twenty and zero hundredths feet ($20.00'$) to a point; thence through the land of Sadsbury

BK 4640PG0703

EXHIBIT "A"

alfred benesch & company

Township North fourteen degrees twenty-seven minutes nineteen seconds West (N14°27'19"W) for a distance of nineteen and fifty-one hundredths feet (19.51') to a point in the south right-of-way line of Sadsbury Township T-358; thence along the south right-of-way line of Sadsbury Township T-358 North seventy-eight degrees sixteen minutes forty-five seconds East (N78°16'45"E) for a distance of twenty and two hundredths feet (20.02') to the place of beginning.

CONTAINING 385.78 square feet or 0.0089 acres.

MEB:kad
0117.007.0024

EXHIBIT "A"

BK4640PG0704



DATE: 09/23/1999 TIME: 03:39P INST NO.: 78176

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035327 TYPE DOC : MISC
REC FEE : 21.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Lamb, Wendle & McErlane
P.O. Box 565
West Chester Pa 19381

BK464OPG0705

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 27th day of July, 1999, between SADSBUARY TOWNSHIP (hereinafter called Grantors) and SADSBUARY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 1 55, Page 273, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollars (\$1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

BK 464 OPG 0706

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

[Signature] Secy.

By: *[Signature]* Pres.

SADSBURY TOWNSHIP

[Signature]

By: *[Signature]*

UNOFFICIAL COPY

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF CHESTER :

On this, the 27th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Catharine S. Petry
Notary Public

Notarial Seal
Catharine S. Petry, Notary Public
West Chester Boro, Chester County
My Commission Expires Jan. 20, 2000
Member, Pennsylvania Association of Notaries

Unofficial

BK4640PG0709

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 24th day of September, 1999, before me, the undersigned officer,
personally appeared Neil H. Heineman who acknowledged
himself to be Chairman of SADBURY TOWNSHIP, and that he as such
Chairman being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the SADBURY TOWNSHIP by
himself as Chairman.

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

Joannette K. Leto
Notary Public

Notarial Seal
Joannette K. Leto, Notary Public
West Chester, Delaware County
PA 19380
Member, Pennsylvania Association of Notaries

INSTRUMENT NOT
LEGIBLE AT TIME
OF IMAGING

BK4640PG0710

EASEMENT NO. 25

20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF SADBURY TOWNSHIP

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF SADBURY TOWNSHIP, AS RECORDED IN CHESTER COUNTY DEED BOOK NO. 155, PAGE 273 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located in the north right-of-way line of Sadsbury Township Route 358; thence from the place of beginning through the land of Sadsbury Township for the following four (4) courses and distances:

1. North seventy-three degrees twelve minutes twenty seconds East ($N73^{\circ}12'20''E$) for a distance of seventy-one and forty-five hundredths feet (71.45') to a point; thence
2. North seventy-six degrees twenty-three minutes twenty-one seconds East ($N76^{\circ}23'21''E$) for a distance of three hundred ninety-nine and ninety-five hundredths feet (399.95') to a point; thence
3. North seventy-seven degrees thirty-nine minutes forty seconds East ($N77^{\circ}39'40''E$) for a distance of two hundred sixty-six and eight hundredths feet (266.08') to a point; thence
4. South fourteen degrees twenty-seven minutes twelve seconds East ($S14^{\circ}27'12''E$) for a distance of six and twenty hundredths feet (6.20') to a point in the north right-of-way line of Sadsbury Township Route 358; thence

along the north right-of-way line of Sadsbury Township Route 358 for the following four (4) courses and distance:

1. South seventy-eight degrees sixteen minutes forty-four seconds West ($S78^{\circ}16'44''W$) for a distance of one hundred thirty-six and forty hundredths feet (136.40') to a point; thence
2. South seventy-six degrees forty-eight minutes twenty-six seconds West ($S76^{\circ}48'26''W$) for a distance of two hundred ten and fifty-nine hundredths feet (210.59') to a point; thence

EXHIBIT "A"

BK 464 OPG 07.11

alfred benesch & company

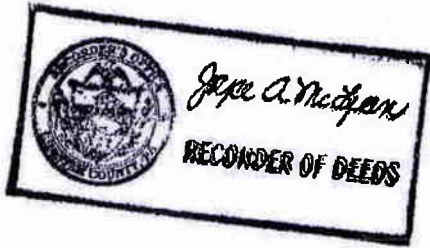
3. South seventy-six degrees thirty-one minutes eight seconds West ($S76^{\circ}31'08''W$) for a distance of three hundred eighty-two and seventy-two hundredths feet (382.72') to a point; thence
4. along a curve to the right having a central angle of seventeen degrees forty-eight minutes twenty-two seconds ($17^{\circ}48'22''$), a radius of twenty-five and forty-one hundredths feet (25.41'), a tangent of three and ninety-eight hundredths feet (3.98'), an arc length of seven and ninety hundredths feet (7.90'), having a chord course of South eighty-five degrees twenty-five minutes fifteen seconds West ($S85^{\circ}25'15''W$) for a chord distance of seven and eighty-seven hundredths feet (7.87') to the place of beginning.

CONTAINING 4,049.81 square feet or 0.0930 acres.

MEB:kad
8/1/00 Case#25

EXHIBIT "A"

BK 4640PG0712



DATE: 09/23/1999 TIME: 03:39P INST NO.: 78182

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : CO REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Lamb, Winkle & McErlane
P O Box 565
West Chester Pa 19381

BK4640PG0713

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 27th day of July, 1999, between SADBURY TOWNSHIP (hereinafter called Grantors) and SADBURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book K 37, Page 506, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollars (\$ 1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A", which Exhibit is attached hereto and made part hereof.
4. That the said title, right of interest, right-of-way and easement herein appropriated by the Grantee for the laying, installation, construction, operation, change,

BK 4640PG0714

repair, renewal and appurtenances are defined and limited as follows:

(a) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, anchorage and support of a single sewer pipeline of plastic, vitrified clay, cast iron or concrete (reinforced), of diameters varying from six (6) inches to twenty-four (24) inches, together with accessories and appurtenances thereto as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances;

(b) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances, including markers;

(c) To the temporary occupation and use of such surface area as shall be reasonably required for the original laying, installation and construction of said sewer pipeline with accessories and appurtenances; to be entered upon and reached only along the said sewer pipeline right-of-way and not across other lands of the owners;

(d) To the temporary occupation and use of such surface area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair, maintenance of depth cover, and maintenance of said sewer pipeline and accessories; said area to be entered upon and reached only along said line of said sewer pipeline right-of-way; the Grantee to be and remain responsible for all damage to buildings, fences, crops, trees or other property occasioned by reason of any future occupation and use, and if and when such damage be sustained.

5. To have and to hold the said perpetual rights-of-way and easements unto Grantee, its successors and assigns, to and for its and their use, as specified herein, forever.

6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easements, restore the surfaces of said strips of land to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be, and in all other cases with ground, and/or topsoil.

7. The said Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Said Grantor shall not construct or permit to be constructed, any house, structure or obstructions on or over, or that will interfere with the construction, maintenance or operation of any sewer pipeline or appurtenances construction hereunder, and will not change the grade over said sewer pipeline or sewer drainpipe.

8. Grantee further agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil, and agrees to pay such damages as may arise to growing crops, timber or fences from the construction, maintenance and operation of said line.

9. And the parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted on said rights-of-way strip.

10. And the rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. The parties acknowledge and agree that Grantee shall have the right to transfer or assign the rights and liabilities hereunder to the Sadsbury Township Board of Supervisors or other duly constituted governmental body providing sanitary sewer service in or to properties in Sadsbury Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

SADSBURY SEWER CORPORATION

B.A. Secer.

By: *[Signature]* Pres.

SADSBURY TOWNSHIP

[Signature]

By: *[Signature]*

UNOFFICIAL

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF CHESTER :

On this, the 27th day of July, 1999, before me, the undersigned officer, personally appeared **Randall C. Schauer, Esquire**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **PETER SCHULTZ, President of Sadsbury Sewer Corporation**, whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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

Catherine S. Petry
Notary Public

Notarial Seal
Catherine S. Petry, Notary Public
West Chester Boro, Chester County
My Commission Expires Jan. 20, 2000
Member, Pennsylvania Association of Notaries

Unofficial

BK 4640PG0717

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 2nd day of September, 1999, before me, the undersigned officer,
personally appeared Neil H. Heineman who acknowledged
himself to be Chairman of SADBURY TOWNSHIP, and that he as such
Chairman being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the SADBURY TOWNSHIP by
himself as Chairman.

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

Jennette K. Letz
Notary Public

Notarial Seal
Jennette K. Letz, Notary Public
No. of State Seal, Chester County
My Commission Expires May 31, 2003
Member, Pennsylvania Association of Notaries

INSTRUMENT NOT
LEGIBLE AT TIME
OF IMAGING

EASEMENT NO. 27
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF SADBURY TOWNSHIP

ALL THAT CERTAIN STRIP OR PARCEL OF GROUND BEING A 20'-WIDE SANITARY SEWER LINE EASEMENT BEING CENTERED UPON THE SANITARY SEWER LINE CROSSING THE LAND OF SADBURY TOWNSHIP, AS RECORDED IN CHESTER COUNTY DEED BOOK NO. K 37, PAGE 506 AND SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located in the north line of the land of Sadsbury Township, said point also being in the south line of the land of National Passenger Railroad Corporation and Easement No. 26, said point also being South eighty-four degrees twenty-seven minutes forty-five seconds West (S84°27'45"W) for a distance of eleven and fifty-seven hundredths feet (11.57') from the northeast corner of the land of Sadsbury Township; thence from the place of beginning through the land of Sadsbury Township South twenty-six degrees thirty-one minutes eight seconds East (S26°31'08"E) for a distance of thirty-five and fifty-four hundredths feet (35.54') to a point in the west line of the land of Lawrence and Julia Van Dyke, husband and wife; thence along the west line of the land of Lawrence and Julia Van Dyke, husband and wife, and the south line of land of Kenneth and Jane Barr, husband and wife, for the following two (2) courses and distances:

1. South seven degrees thirty-two minutes sixteen seconds East (S07°32'16"E) for a distance of three hundred seventy-one and seventy-two hundredths feet (371.72') to a point; thence
2. North eighty-two degrees twenty-seven minutes forty-five seconds East (N82°27'45"E) for a distance of two hundred twenty-eight and seventy-eight hundredths feet (228.78') to a point in the west right-of-way line of Pennsylvania Department of Transportation S.R. 4001; thence

along the west right-of-way line of Pennsylvania Department of Transportation S.R. 4001 for the following two (2) courses and distances:

1. South six degrees forty-five minutes forty-eight seconds East (S06°45'48"E) for a distance of four hundred forty-seven and eighteen hundredths feet (447.18') to a point; thence
2. South two degrees six minutes three seconds East (S02°06'03"E) for a distance of two and twenty-one hundredths feet (2.21') to a point in the north line of the land of Thelma McGrail and Easement No. 28; thence

EXHIBIT "A"

BK 4640PG0719

alfred benesch & company

along the north line of the land of Thelma McGrail South seventy-five degrees forty-two minutes fifty-five seconds West ($S75^{\circ}42'55''W$) for a distance of eighteen and seven hundredths feet (18.07') to a point; thence through the land of Sadsbury Township for the following six (6) courses and distances:

1. North two degrees twenty-one minutes twenty-eight seconds West ($N02^{\circ}21'28''W$) for a distance of six and forty-two hundredths feet (6.42') to a point; thence
2. North two degrees twenty-one minutes thirty-six seconds West ($N02^{\circ}21'36''W$) for a distance of seventy-eight and zero hundredths feet (78.00') to a point; thence
3. North seven degrees zero minutes sixteen seconds West ($N07^{\circ}00'16''W$) for a distance of three hundred forty-seven and forty hundredths feet (347.40') to a point; thence
4. South eighty-two degrees twenty-seven minutes forty-five seconds West ($S82^{\circ}27'45''W$) for a distance of two hundred thirty-five and forty-four hundredths feet (235.44') to a point; thence
5. North seven degrees thirty-two minutes seventeen seconds West ($N07^{\circ}32'17''W$) for a distance of three hundred eighty-eight and thirty-eight hundredths feet (388.38') to a point; thence
6. North twenty-six degrees thirty-one minutes eight seconds West ($N26^{\circ}31'08''W$) for a distance of thirty-nine and eighty-six hundredths feet (39.86') to a point in the south line of the land of National Passenger Railroad Corporation and Easement No. 26; thence

along the south line of the land of National Passenger Railroad Corporation North eighty-four degrees twenty-seven minutes forty-five seconds East ($N84^{\circ}27'45''E$) for a distance of twenty-one and forty-two hundredths feet (21.42') to the place of beginning.

CONTAINING 18,645.19 square feet or 0.4280 acres.

MEB:kad
8117301010127

EXHIBIT "A"

BK 4640PG0720



Joseph A. McElroy
RECORDER OF DEEDS

DATE: 09/23/1999 TIME: 03:39P INST NO.: 78183

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : CD REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00
DATE: 09/23/1999 TIME: 03:39P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035527 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

*Lamb, Winkle & McErlane
P O Box 565
West Chester Pa 19381*

BK4640PG0721

FINAL RIGHT-OF-WAY AGREEMENT

AGREEMENT made this 27th day of July, 1999, between ANN BEATRICE MCGRAIL (hereinafter called Grantor) and SADBURY SEWER CORPORATION, a corporation located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, Chester County, Pennsylvania, more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 4554, Page 2259, and

WHEREAS, the Grantee has undertaken a sewer project consisting of the construction of a sewage collection system within Sadsbury Township limits and in connection with said project it will be necessary to construct a sewer transmission line across a portion of the property described in said Deed referred to above.

WITNESSETH:

THAT in consideration of the premises, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) upon completion of the said construction.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in and under which the right, title or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and as shown on Plan No. 8117-I of Alfred Benesch & Company dated February 20,