

1999, and marked Exhibit "B", 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; 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 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.

WITNESS:

[Signature]

By: Ann B. McGrail
ANN BEATRICE MCGRIL

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF CHESTER

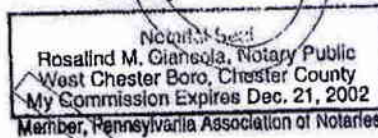
:

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.

Rosalind M. Giancola

Notary Public



Unofficial

BK4608PG2192

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CHESTER

On the 25th day of June, 1994, before me, the undersigned officer,
personally appeared Ann Beatrice McGrail, 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.

Barbara C. Bielea
Notary Public

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

Unofficial Copy

EASEMENT NO. 28
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF ANN BEATRICE MCGRAIL

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 ANN BEATRICE MCGRAIL, SITUATED IN SADBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point located in the west right-of-way line of Pennsylvania Department of Transportation S.R. 372, said point also being in the south line of the land of Sadsbury Township and Easement No. 27, said point being South seventy-five degrees forty-two minutes fifty-five seconds West ($S75^{\circ}42'55''W$) for a distance of sixteen and eighty-two hundredths feet (16.82') from the northeast corner of the land of Ann Beatrice McGrail; thence from the place of beginning along the west right-of-way line of Pennsylvania Department of Transportation S.R. 372 South three degrees one minute twenty-seven seconds East ($S03^{\circ}01'27''E$) for a distance of six hundred ninety-seven and ninety-eight hundredths feet (697.98') to a point; thence through the land of Ann Beatrice McGrail for the following three (3) courses and distances:

1. South seventy-four degrees fifty-six minutes fifty-three seconds West ($S74^{\circ}56'53''W$) for a distance of one hundred eighty-eight and thirty hundredths feet (188.30') to a point; thence
2. South thirty-one degrees fifty-seven minutes twenty-two seconds West ($S31^{\circ}57'22''W$) for a distance of one hundred eighty and eighty-four hundredths feet (180.84') to a point; thence
3. South three degrees forty-eight minutes three seconds East ($S03^{\circ}48'03''E$) for a distance of one hundred forty-eight and twenty hundredths feet (148.20') to a point in the north right-of-way line of Pennsylvania Department of Transportation S.R. 372; thence

along the north right-of-way line of Pennsylvania Department of Transportation S.R. 372 North eighty-nine degrees fifty-three minutes sixteen seconds West ($N89^{\circ}53'16''W$) for a distance of thirty-one and sixty-two hundredths feet (31.62') to a point; thence through the land of Ann Beatrice McGrail for the following nine (9) courses and distances:

1. North three degrees twenty-one minutes twenty-eight seconds West ($N03^{\circ}21'28''W$) for a distance of one hundred thirty-seven and eighty-seven hundredths feet (137.87') to a point; thence

alfred benesch & company

2. North thirty-one degrees fourteen minutes thirty-three seconds East (N31°14'33"E) for a distance of eighteen and twenty-six hundredths feet (18.26') to a point; thence
3. North three degrees forty-seven minutes fifty-three seconds West (N03°47'53"W) for a distance of nine and thirty hundredths feet (9.30') to a point; thence
4. North eighteen degrees forty-two minutes twenty-six seconds East (N18°42'26"E) for a distance of ten and forty-five hundredths feet (10.45') to a point; thence
5. North thirty degrees eleven minutes fifty-nine seconds East (N30°11'59"E) for a distance of one hundred seventy-two and twenty-six hundredths feet (172.26') to a point; thence
6. North seventy-five degrees eleven minutes fifty-eight seconds East (N75°11'58"E) for a distance of one hundred ninety-four and forty-nine hundredths feet (194.49') to a point; thence
7. North three degrees ten minutes fifty-three seconds West (N03°10'53"W) for a distance of one hundred sixty-one and seventy-two hundredths feet (161.72') to a point; thence
8. North three degrees two minutes twelve seconds West (N03°02'12"W) for a distance of three hundred twenty and twenty-five hundredths feet (320.25') to a point; thence
9. North two degrees twenty-one minutes thirty-six seconds West (N02°21'36"W) for a distance of one hundred ninety and sixty hundredths feet (190.60') to a point in the south line of the land of Sadsbury Township; thence

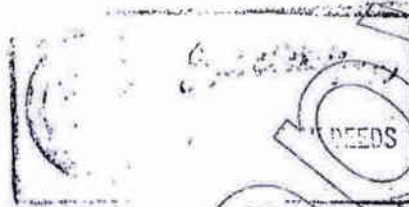
along the south line of the land of Sadsbury Township North seventy-five degrees forty-two minutes fifty-five seconds East (N75°42'55"E) for a distance of eighteen and seven hundredths feet (18.07') to the place of beginning.

CONTAINING 28,558.05 square feet or 0.6556 acres and being shown in greater detail on Plan No. 8117-I prepared by **alfred benesch & company**, Consulting Engineers and Surveyors, Pottsville, Pennsylvania and dated February 20, 1999.

Exhibit "A"

8117.00Eate#28

BK 4608PG2195



DATE: 07/30/1999 TIME: 02:55P INST NO.: 63213

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	029013	TYPE DOC :	MISC
REC FEE	:		24.00
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

MacEhee Hawey
Po Box 600
West Chester Pa 19381

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-J1 and 8117-J2 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 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; 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 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. L. Sec.

By: *[Signature]*
PRES.

WITNESS:

[Signature]

By: *Ann B. McGrail*
ANN BEATRICE MCGRAIL

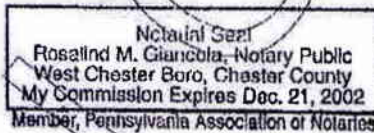
UNOFFICIAL

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.

Rosalind M. Giancola
Notary Public



Unofficial

BK4608PG2181

COMMONWEALTH OF PENNSYLVANIA

:
:
:

SS

COUNTY OF CHESTER

On the 30th day of June, 1999, before me, the undersigned officer,
personally appeared Ann Beatrice McGrail 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.

Barbara C. Biese
Notary Public

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

Unofficial Copy

**EASEMENT NO. 29
20' WIDE SANITARY SEWER LINE EASEMENT THROUGH THE
LAND OF ANN BEATRICE MCGRAIL**

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 ANN BEATRICE MCGRAIL, 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. 372; thence from the place of beginning through the land of Ann Beatrice McGrail for the following eighteen (18) courses and distances:

1. North eighty-seven degrees twenty-two minutes twenty-three seconds East (N87°22'23"E) for a distance of sixteen and thirty-six hundredths feet (16.36') to a point; thence
2. North forty-two degrees twenty-three minutes twenty-five seconds East (N42°23'25"E) for a distance of seventy-six and fifty-eight hundredths feet (76.58') to a point; thence
3. North forty-six degrees thirty minutes thirty-seven seconds East (N46°30'37"E) for a distance of fifty-seven and seven hundredths feet (57.07') to a point; thence
4. North forty-five degrees thirty-three minutes one second East (N45°33'01"E) for a distance of forty-eight and one hundredth feet (48.01') to a point; thence
5. along a curve to the right having a central angle of forty degrees forty-three minutes forty-five seconds (40°43'45"), a radius of one hundred eighty-six and seven hundredths feet (186.07'), a tangent of sixty-nine and seven hundredths feet (69.07'), an arc length of one hundred thirty-two and twenty-seven hundredths feet (132.27'), having a chord course of North sixty-nine degrees forty-two minutes thirty seconds East (N69°42'30"E) for a chord distance of one hundred twenty-nine and fifty hundredths feet (129.50') to a point; thence
6. South seventy-three degrees forty-one minutes one second East (S73°41'01"E) for a distance of one hundred forty-four and fifty-six hundredths feet (144.56') to a point; thence

Exhibit "A"

BK 4608PG2183

alfred benesch & company

7. along a curve to the left having a central angle of twenty-six degrees fifty-two minutes nine seconds ($26^{\circ}52'09''$), a radius of one hundred nineteen and ninety-nine hundredths feet (119.99'), a tangent of twenty-eight and sixty-six hundredths feet (28.66'), an arc length of fifty-six and twenty-six hundredths feet (56.26'), having a chord course of North eighty-six degrees fifty-eight minutes forty-six seconds East ($N86^{\circ}58'46''E$) for a chord distance of fifty-five and seventy-six hundredths feet (55.76') to a point; thence
8. North seventy degrees twenty-eight minutes two seconds East ($N70^{\circ}28'02''E$) for a distance of one hundred eighty-five and fifty hundredths feet (185.50') to a point; thence
9. North sixty-one degrees twenty minutes twenty-one seconds East ($N61^{\circ}20'21''E$) for a distance of one hundred thirty-one and forty-two hundredths feet (131.42') to a point; thence
10. North fifty-eight degrees fifty-five minutes eleven seconds East ($N58^{\circ}55'11''E$) for a distance of ninety-four and three hundredths feet (94.03') to a point; thence
11. North sixty-three degrees seventeen minutes forty-three seconds East ($N63^{\circ}17'43''E$) for a distance of eighty-three and eighty-nine hundredths feet (83.89') to a point; thence
12. North sixty-one degrees twenty minutes forty-four seconds East ($N61^{\circ}20'44''E$) for a distance of thirty-three and eighty-three hundredths feet (33.83') to a point; thence
13. North fifty-nine degrees twenty-nine minutes two seconds East ($N59^{\circ}29'02''E$) for a distance of four hundred five and sixty-one hundredths feet (405.61') to a point; thence
14. North fifty-five degrees fifty-seven minutes twenty-two seconds East ($N55^{\circ}57'22''E$) for a distance of seventy-two and sixty-four hundredths feet (72.64') to a point; thence
15. North forty-three degrees forty-five minutes fifty-four seconds East ($N43^{\circ}45'54''E$) for a distance of fifty-one and nine hundredths feet (51.09') to a point; thence
16. North thirty-three degrees two minutes twenty-two seconds East ($N33^{\circ}02'22''E$) for a distance of eighty-two and ninety-one hundredths feet (82.91') to a point; thence
17. North forty degrees fifty-five minutes zero seconds East ($N40^{\circ}55'00''E$) for a distance of one hundred twenty-five and fourteen hundredths feet (125.14') to a point; thence

Exhibit "A"

BK 4608PG2184

alfred benesch & company

18. North thirty-one degrees two minutes twenty-one seconds East (N31°02'21"E) for a distance of four hundred two and seventy-five hundredths feet (402.75') to a point in the south right-of-way line of Pennsylvania Department of Transportation S.R. 372; thence

along the south right-of-way line of Pennsylvania Department of Transportation S.R. 372 North seventy-two degrees thirty-seven minutes nineteen seconds East (N72°37'19"E) for a distance of eighteen and eighty-seven hundredths feet (18.87') to a point in the west right-of-way line of Newport Avenue; thence along the west right-of-way line of Newport Avenue South sixteen degrees eighteen minutes fifty-one seconds East (S16°18'51"E) for a distance of ten and sixteen hundredths feet (10.16') to a point; thence through the land of Ann Beatrice McGrail for the following eighteen (18) courses and distances:

1. South thirty-one degrees two minutes twenty-one seconds West (S31°02'21"W) for a distance of four hundred ten and eighty-six hundredths feet (410.86') to a point; thence
2. South forty degrees fifty-three minutes thirty-one seconds West (S40°53'31"W) for a distance of one hundred twenty-five and sixty-seven hundredths feet (125.67') to a point; thence
3. South thirty-three degrees two minutes twenty-two seconds West (S33°02'22"W) for a distance of eighty-three and sixteen hundredths feet (83.16') to a point; thence
4. South forty-three degrees thirty-five minutes one second West (S43°35'01"W) for a distance of fifty-four and ninety-five hundredths feet (54.95') to a point; thence
5. South fifty-five degrees forty-seven minutes eleven seconds West (S55°47'11"W) for a distance of seventy-six and fifteen hundredths feet (76.15') to a point; thence
6. South fifty-nine degrees twenty-eight minutes fifty-three seconds West (S59°28'53"W) for a distance of four hundred six and eighty-four hundredths feet (406.84') to a point; thence
7. South sixty-one degrees twenty minutes forty seconds West (S61°20'40"W) for a distance of thirty-four and fifty hundredths feet (34.50') to a point; thence
8. South sixty-three degrees eighteen minutes fifty-five seconds West (S63°18'55"W) for a distance of eighty-three and eight hundredths feet (83.08') to a point; thence
9. South fifty-eight degrees fifty-five minutes nineteen seconds West (S58°55'19"W) for a distance of ninety-three and ninety-three hundredths feet (93.93') to a point; thence
10. South sixty-one degrees twenty minutes forty-four seconds West (S61°20'44"W) for a distance of one hundred thirty-three and fifteen hundredths feet (133.15') to a point; thence

Exhibit "A"

BK4608PG2185

alfred benesch & company

11. South seventy degrees twenty-six minutes twenty-six seconds West ($S70^{\circ}26'26''W$) for a distance one hundred eighty-eight and four hundredths feet (188.04') to a point; thence
12. along a curve to the right having a central angle of twenty-seven degrees nineteen minutes forty-five seconds ($27^{\circ}19'45''$), a radius of one hundred thirty-nine and ninety-nine hundredths feet (139.99'), a tangent of thirty-four and three hundredths feet (34.03'), an arc length of sixty-six and seventy-seven hundredths feet (66.77'), having a chord course of South eighty-six degrees fifty-eight minutes twenty-eight seconds West ($S86^{\circ}58'28''W$) for a chord distance of sixty-six and fourteen hundredths feet (66.14') to a point; thence
13. North seventy-three degrees forty-two minutes eleven seconds West ($N73^{\circ}42'11''W$) for a distance of one hundred forty-three and twelve hundredths feet (143.12') to a point; thence
14. along a curve to the left having a central angle of thirty-nine degrees twenty-six minutes nine seconds ($39^{\circ}26'09''$), a radius of one hundred sixty-six and eight hundredths feet (166.08'), a tangent of fifty-nine and fifty-two hundredths feet (59.52'), an arc length of one hundred fourteen and thirty-one hundredths feet (114.31'), having a chord course of South sixty-nine degrees twenty-four minutes thirty-two seconds West ($S69^{\circ}24'32''W$) for a chord distance of one hundred twelve and seven hundredths feet (112.07') to a point; thence
15. South forty-five degrees thirty-three minutes eight seconds West ($S45^{\circ}33'08''W$) for a distance of forty-seven and eighty-three hundredths feet (47.83') to a point; thence
16. South forty-six degrees thirty minutes thirty-four seconds West ($S46^{\circ}30'34''W$) for a distance of fifty-seven and twenty-three hundredths feet (57.23') to a point; thence
17. South forty-two degrees twenty-one minutes ten seconds West ($S42^{\circ}21'10''W$) for a distance of eighty-three and forty-two hundredths feet (83.42') to a point; thence
18. South eighty-seven degrees twenty-two minutes twenty-six seconds West ($S87^{\circ}22'26''W$) for a distance of twenty-four and fifty-one hundredths feet (24.51') to a point in the east right-of-way line of Pennsylvania Department of Transportation S.R. 372; thence

along the east right-of-way line of Pennsylvania Department of Transportation S.R. 372 North three degrees one minute twenty-six seconds West ($N03^{\circ}01'26''W$) for a distance of twenty and zero hundredths feet (20.00) to the place of beginning.

Exhibit "A"

BK 4608PG2186

alfred benesch & company

CONTAINING 44,318.32 square feet or 1.0174 acres and being shown in greater detail on Plan No. 8117-J1 and 8117-J2 prepared by alfred benesch & company, Consulting Engineers and Surveyors, Pottsville, Pennsylvania and dated February 20, 1999.

MEB:kad
8117.00Eas#29

Unofficial Copy

Exhibit "A"

BK4608PG2187



DATE: 07/30/1999 TIME: 02:55P INST NO.: 63212

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 029013 TYPE DOC : MISC
REC FEE : 30.00
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

MacElree (Harvey)
Po Box 660
West Chester Pa 19381

BK4608PG2188

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made this 8th day of September, 1999, between **CIGNATURE HOSPITALITY, LTD.** (hereinafter called "Grantor") and **SADSBURY TOWNSHIP**, a body corporate and politic organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania of Chester County, Pennsylvania (hereinafter called the "Grantee").

WHEREAS, the Grantor is the owner of a certain tract of land situate in Sadsbury Township, Chester County, Pennsylvania, as more particularly described in a Deed recorded in Deed Book 3643, Page 1208, in the office of the Recorder of Deeds of Chester County, Pennsylvania (the "Property"), and

WITNESSETH:

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of Nine Thousand and Six Hundred Dollars (\$9,600), the receipt of which is hereby acknowledged.

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, within the areas and along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sanitary sewer pump station, force main and pipeline and their 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, maintain, inspect, make connections with and maintain perpetually said sanitary sewer pump station, force main and pipeline with accessories and appurtenances, including the pump station building, equipment, fences, driveways, 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are more specifically described in the legal description prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., dated June 1, 1999 and marked Exhibit "A" and shown on the Plan of Sanitary Sewer, Force Main and Pump Station Easement through the Lands of Cignature Hospitality, Ltd., prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers

and Surveyors, Inc., dated June 1, 1999 and marked Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of buildings, equipment, pipelines, accessories and appurtenances, are defined and limited as follows:

(a) To the permanent occupation and use of such surface area and such area underground as shall be required for the installation, construction, operation, maintenance, repair, enlargement and replacement of said sanitary sewer pump station together with accessories and appurtenances thereto;

(b) To the permanent occupation and use of such area underground as shall be required for the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

(c) 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 thereto;

(d) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of buildings, equipment, pipelines, with accessories and appurtenances not to exceed ten feet on each side as appears in Exhibits "A" and "B" showing the right-of-way.

(e) To carry away and dispose of sewage through said sewer facilities, regardless of the source of such sewage.

5. To have to hold the same perpetually to the Grantee and its successors or assigns, 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 easement to lay underground pipelines, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee, including but not limited to, the permanent occupation and use of such surface area as shall be required for said sanitary sewer pump station together with accessories and appurtenances thereto. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or construct any building, structure or obstruction that will interfere with the construction, maintenance or operation of any facility, pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline.

8. The provisions of the Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be repaired as set forth in paragraph 6 hereof, and Grantee agrees to indemnify and hold Grantor harmless from any loss, liability or claim arising from or in connection with such studies, surveys, tests, borings and soundings..

10. The Grantor does hereby covenant that it is lawfully seized and possessed of a good and marketable title in fee simple to the aforesaid tract of land that that it has a good and lawful right to grant the rights and privileges herein granted to the Grantee, and it further covenants that it will execute or procure any additional necessary assurances of the rights and privileges herein granted.

IN WITNESS WHEREOF, the parties have caused these Indenture to be duly executed on the day and year first above written.

GRANTOR:

CIGNATURE HOSPITALITY, LTD.

By: [Signature]

Title: President

[Signature]
Secretary
(Corporate Seal)

GRANTEE:

SADSBURY TOWNSHIP

[Signature]

[Signature]

[Signature]

ATTEST:

[Signature]
Township Secretary

(Corporate Seal)

Unofficial

COMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF CHESTER

ON THIS, the 8th day of September 1999, before me, a notary public in and for the aforesaid State and County, the undersigned officer, personally appeared Raymond H. Carr who acknowledged himself (~~herself~~) to be the President of CIGNATURE HOSPITALITY, LTD., a Pennsylvania corporation, and that he (~~she~~) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of CIGNATURE HOSPITALITY, LTD. by himself (~~herself~~) as such President.

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

Robyn A. Cahill

NOTARIAL SEAL
ROBYN A. CAHILL, Notary Public
West Chester, Boro, Chester County
My Commission Expires Nov. 27, 2000

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF CHESTER

ON THIS, the 22nd day of September 199~~8~~⁹, before me, a notary public in and for the aforesaid Commonwealth and County, the undersigned officer, personally appeared Neil H. Hennehan who acknowledged himself (herself) to be the Chairman of the BOARD OF SUPERVISORS OF SADBURY TOWNSHIP, a body corporate and politic, and that he (she) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of SADBURY TOWNSHIP by himself (herself) as Chairman.

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

Jeannette R. Teri

Notarial Seal
Jeannette R. Teri, Notary Public
West Chester, Boro, Chester County
My Commission Expires Nov. 31, 2003
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

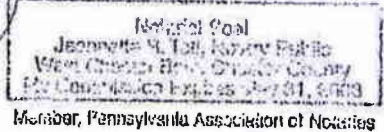
SS.

COUNTY OF CHESTER

ON THIS, the 22nd day of September 1998, before me, a notary public in and for the aforesaid Commonwealth and County, the undersigned officer, personally appeared Ralph J. James, Jr. who acknowledged himself (herself) to be the Vice-Chairman of the **BOARD OF SUPERVISORS OF SADBURY TOWNSHIP**, a body corporate and politic, and that he (she) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **SADBURY TOWNSHIP** by himself (herself) as Vice-Chairman.

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

Joannette R. Tets



COMMONWEALTH OF PENNSYLVANIA

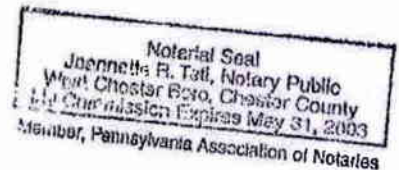
SS.

COUNTY OF CHESTER

ON THIS, the 22nd day of September 1998, before me, a notary public in and for the aforesaid Commonwealth and County, the undersigned officer, personally appeared Jerry Francosca who acknowledged himself (herself) to be the a member of the **BOARD OF SUPERVISORS OF SADBURY TOWNSHIP**, a body corporate and politic, and that he (she) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **SADBURY TOWNSHIP** by himself (herself) as such member.

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

Joannette R. Tets



610-356-9550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

June 1, 1999

**DESCRIPTION OF
SANITARY SEWER, FORCE MAIN AND PUMP STATION EASEMENT
THROUGH LANDS OF
SIGNATURE HOSPITALITY, LTD.
SADBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN strip or parcel of land SITUATE in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer, Force Main and Pump Station Easement through the lands of Cignature Hospitality, Ltd." prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc. Broomall, Pa. dated June 1, 1999 and being more specifically described as follows to wit:

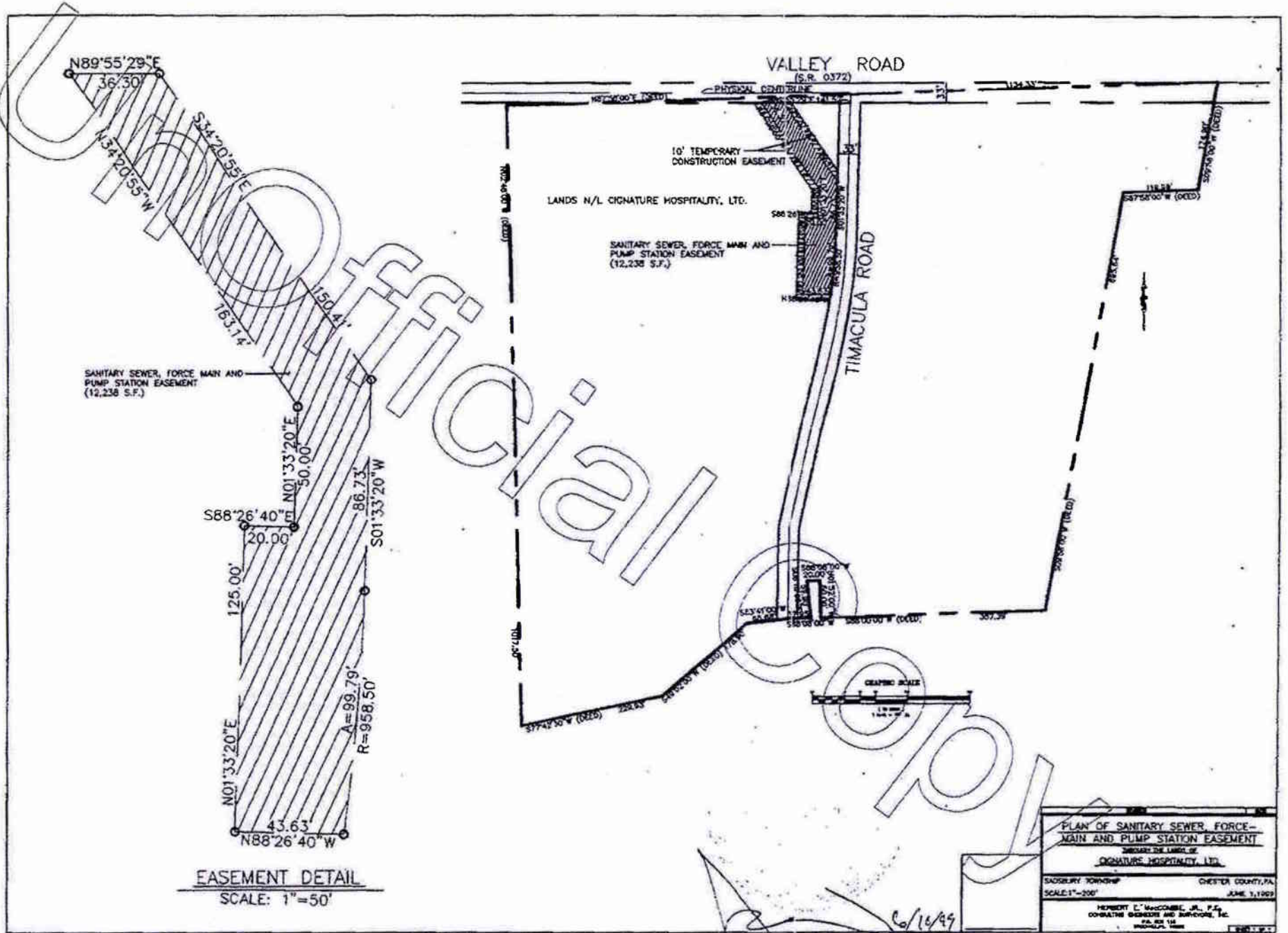
BEGINNING at a point along the Southerly side of Valley Road SR 0372, as laid out thirty three (33) feet wide said point being located approximately 141.52 feet Southwest of the centerline of Timacula Road; thence extending from said point and place of beginning along the said Southerly side of Valley Road N 89°55'29"E, a distance of 36.30 feet to a point; thence extending from said point and leaving the said Southerly side of Valley Road through a portion of the lands now or late Cignature Hospitality, Ltd. S 34°20'55"E, a distance of 150.41 feet to a point along the Westerly side of Timacula Road, as laid out thirty three (33) feet wide; thence extending from said point along the Westerly side of Timacula Road S 01°33'20"W, a distance of 86.73 feet to a point of curvature; thence extending from said point of curvature and continuing along the same along the arc of a circle curving to the right in a Southwesterly direction, having a radius of 958.50 feet, the arc distance of 99.79 feet to a point; thence extending from said point and leaving the said Westerly side of Timacula Road through the lands of Cignature Hospitality, Inc. the following five (5) courses and distances, (1) extending N 88°26'40"W, a distance of 43.63 feet to a point; thence (2) extending N 01°33'20"E, a distance of 125.00 feet to a point; thence (3) extending S 88°26'40"E, a distance of 20.00 feet to a point; thence (4) extending N 01°33'20"E, a distance of 50.00 feet to a point; and thence (5) extending N 34°20'55"W, a distance of 163.14 feet to a point along the South side of Valley Road, being the first mentioned point and place of beginning.

Containing: 12,238 S.F. of land more or less.

EXHIBIT "A"

BK 4640PG0609

EXHIBIT "B"



EASEMENT DETAIL

SCALE: 1"=50'

PLAN OF SANITARY SEWER FORCE-MAIN AND PUMP STATION EASEMENT	
SHOWING THE LAYOUT OF	
SIGNATURE HOSPITALITY, LTD.	
SADLERBY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1"=200'	JUNE 3, 1993
HERBERT E. MACCOMBE, JR., P.E. CONSULTING ENGINEER AND SURVEYOR, INC. P.O. BOX 114 MIDDLETOWN, PA.	

BK4640P60610



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78170

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : MISC
REC FEE : 21.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 09/23/1999 TIME: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Lamb, Wyndle & McErlane
P O Box 563
West Chester Pa 19381

BK4640PG0611

713
911

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 1st day of November, 1999, between Elmer Jr. & Dorothy M. Leamy (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 428, Page 645.

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 the receipt of which is hereby acknowledged.
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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.
4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:
 - (a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

BK 4665 PG 1441

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

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

GRANTOR:

Alan Leamy
Dorothy M. Leamy

ATTEST:

[Signature]
Secretary

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial

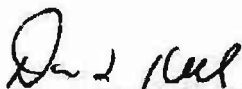
BK4665PG1443

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 1 day of NOVEMBER, 1999, before me, the undersigned officer,
personally appeared ELMER LEAMY JR. and DOROTHY LEAMY known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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



Notary Public

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

BK4665PG1444

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 2nd day of November, 1999, before me, the undersigned officer,
personally appeared LISA Myers and Neil Weinman who acknowledged themselves to be
the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers,
being authorized to do so on behalf of the Township, executed the foregoing instrument for
the purposes therein contained desiring the same to be recorded, by signing the
name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002

Member, Pennsylvania Association of Notaries

EXHIBIT "A"

810-366-9560
FAX 810-366-5032

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

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

October 26, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L ELMER JR. AND DOROTHY M. LEAMY
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

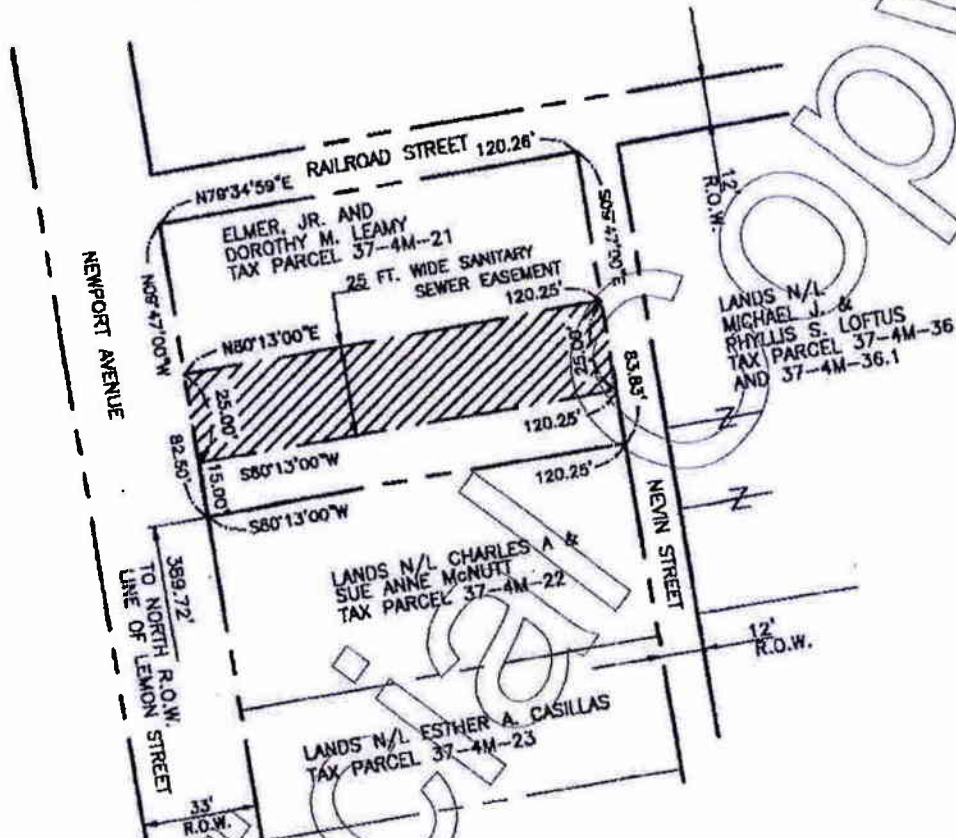
ALL THAT CERTAIN twenty five (25) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through Lands of Elmer Jr. and Dorothy M. Leamy prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. Dated July 6, 1999 and being more specifically described as follows to wit:

BEGINNING at a point on the Easterly Right-of-way line of Newport Avenue thirty three (33) feet wide said point being N 09°47'00"W a distance of 404.72 feet from the intersection of the Easterly Right-of-Way line of Newport Avenue and the Northerly Right-of-Way line of Lemon Street Twelve (12) feet wide; thence from said point along the Easterly Right-of-Way line of Newport Avenue N 09°47'00"W a distance of 25.00 feet to a point; thence through lands N/L of Elmer Jr. and Dorothy M. Leamy N 80°13'00"E a distance of 120.25 feet to a point on the Westerly Right-of-Way line of Nevin Street Twelve (12) feet wide; thence along said Right-of-Way line of Nevin Street S 09°47'00"E a distance of 25.00 feet to another point on the Westerly Right-of-Way line of Nevin Street; thence through lands N/L of Leamy S 80°13'00"W a distance of 120.25 feet to the point of beginning.

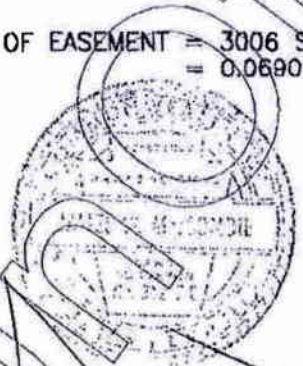
Containing: 3006 S.F. Of Land More or Less

BK 4665PG 1446

EXHIBIT "B"



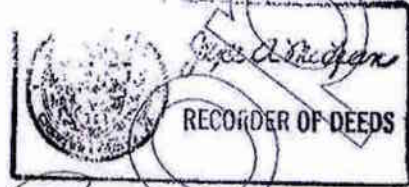
AREA OF EASEMENT = 3006 S.F.
= 0.0690 Ac.



10/27/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF ELMER, JR. AND DOROTHY M. LEAMY VILLAGE OF POMEROY FOR SADBURY TOWNSHIP	
SADBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1999
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROCMALL, PA 19008	
SHEET 1 OF 1	

BK4665PG1447



11/09/1999 01:39:07 P.M. INST NO: 0090630
CHESTER COUNTY, PA

OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO: 0040894	
MISCELLANEOUS	\$19.00
CO REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT - MISCELLANEOUS	\$4.50

	\$21.50

Lamb, Gurdle + McClane
OO Box 565
West Chester, Pa

19381 RETURN TO

BK4665PG1448

RIGHT-OF-WAY-AGREEMENT

19
AGREEMENT made this 1st day of September, 1999, between Randy J. & Kathy S. McCarraher (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book P63, Page 566.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

- (a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

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

(c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

BK 4640PG0613

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

GRANTOR:

Ray M. McCauley
Kathy M. Cosentino

ATTEST:

[Signature]
Secretary

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial

BK4640PG0614

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 15th day of September, 1999, before me, the undersigned officer,
personally appeared Kathy Sue McCauley and Randy Jay McCauley known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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


Notary Public

My Commission Expires:

NOTARIAL SEAL
DOREEN E. TAYLOR, Notary Public
Coatesville, Chester County
My Commission Expires June 19, 2000
Member, Pennsylvania Association of Notaries

BK4640PG0615

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 23rd day of September, 1999, before me, the undersigned officer, personally appeared Neil Miller and Neil Miller who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

Unofficial

BK4640PG0616

610-356-9550
FAX 610-356-5032

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

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

August 5, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L RANDY J. & KATHY S. McCARRAHER
CHESTER COUNTY, CHESTER COUNTY, PA.**

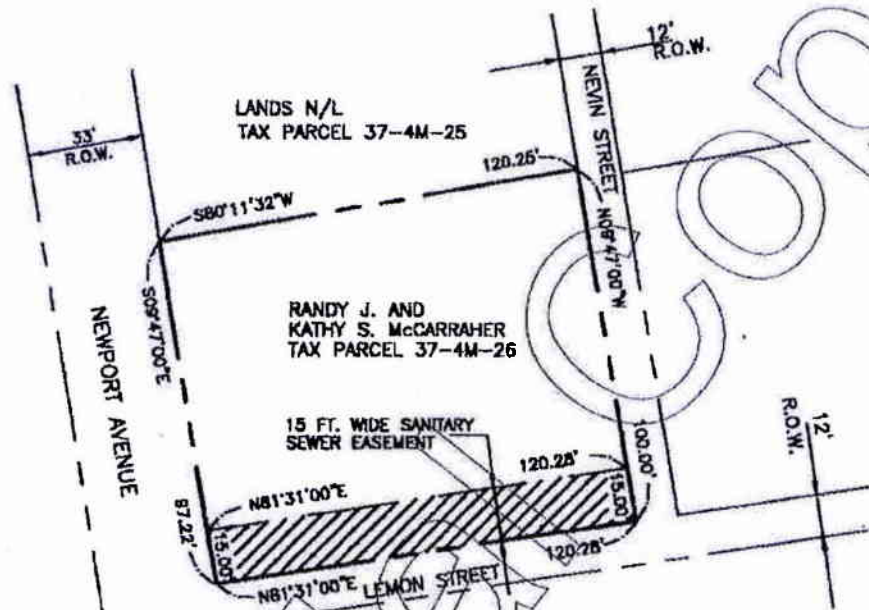
ALL THAT CERTAIN Fifteen (15) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, Village of Pomeroy for Sadsbury Township" prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated July 6, 1999 and being more specifically described as follows to wit:

BEGINNING at the point of intersection of the Easterly side of Newport Avenue, thirty three (33) feet wide, and the Northerly side of a certain twelve (12) feet wide Alley known as Lemon Street; thence leaving said point and place of beginning and extending along the said side of Newport Avenue, N 09°47'00"W a distance of 15.00 feet to a point; thence extending from said point and leaving the said side of Newport Avenue, through the Lands of Randy J. and Kathy S. McCarraher, N 81°31'00"E a distance of 120.28 feet to a point on the Westerly side of a certain twelve (12) feet wide Alley known as Nevin Street; thence extending from said point, along the said side of Nevin Street, S 09°47'00"E a distance of 15.00 feet to a point on the Northerly side of the aforementioned Lemon Street; thence extending from said point, along the said side of Lemon Street, S 81°31'00"W a distance of 120.28 feet to the first mentioned point and place of beginning.

Containing: 1804 S.F. of Land More or Less.

EXHIBIT "A"

BK 4640PG0617



AREA OF EASEMENT = 1804 S.F.
 = 0.0414 Ac.



8/16/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF RANDY J. AND KATHY S. McCARRAHER VILLAGE OF POMEROY FOR SADSBUURY TOWNSHIP	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 8, 1999
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	

SHEET 1 OF 1

BK4640PG0618

EXHIBIT "B"



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78171

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 09/23/1999 TIME: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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

BK4640PG0619

9
5^o

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 11 day of December 1999, between Thomas Rominger (hereinafter called Grantor) and **SADSBURY TOWNSHIP** a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book D22 , Page 5.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

- (a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joiner, anchorage and support of pipelines 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 thereto;

BK4691PG2326

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

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

GRANTOR:

Sandy Martin ~~Thomas Rominger~~

Sandy Martin,
Attorney-In-Fact for
Thomas Rominger

ATTEST:

[Signature]
Secretary

GRANTEE:
SADBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial

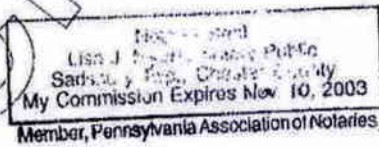
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 11 day of December, 1999, before me, the undersigned officer, personally appeared Sandy Martin, Attorney-In-Fact for Thomas Rominger known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the person therein contained.

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


NOTARY PUBLIC

My Commission Expires:



STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 11 day of December, 1999, before me, the undersigned officer, personally appeared Lisa Miller and Neil Newman who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

Unofficial

EXHIBIT "A"

[being the legal description of sanitary sewer easement through lands r/l of Thomas Rominger and Elaine P. Rominger, Sadsbury Township, Chester County, PA prepared by Herbert E. MacCombie, Jr., P.E., dated August 5, 1999]

Unofficial Copy

810-356-9550

FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.

1000 PALMERS MILL ROAD

MEDIA, PA 19063

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)

James W. MacCombie, P.E., P.L.S.

Herbert E. MacCombie, III, Technician

REPLY TO:

P.O. BOX 118

BROOMALL, PA 19008-0118

August 5, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L OF THOMAS & ELAINE P. ROMINGER
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN Fifteen (15) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, Village of Pomeroy for Sadsbury Township" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. Dated July 6, 1999 and being more specifically described as follows to wit:

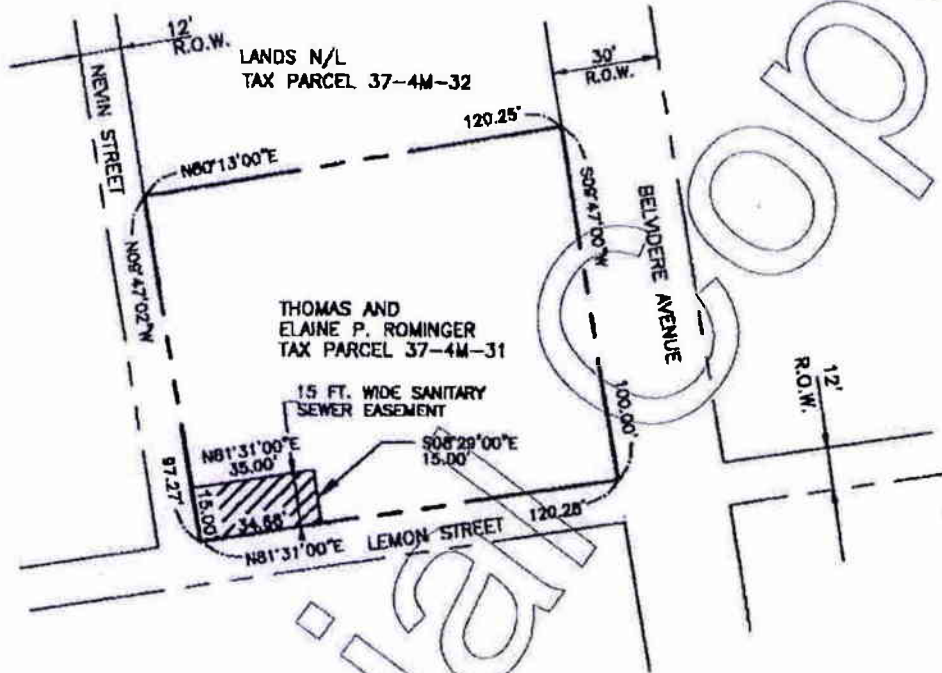
BEGINNING at the point of intersection of the Easterly side of a certain twelve (12) feet wide alley known as Nevin Street and the Northerly side of another certain twelve (12) feet wide Alley known as Lemon Street; thence leaving said point and place of beginning and extending along the said side of Nevin Street N 09°47'00"W a distance of 15.00 feet to a point; thence extending from said point and leaving the said side of Nevin Street, through the Lands of Thomas and Elaine P. Rominger, N 81°31'00"E a distance of 35.00 feet to a point; thence extending from said point and continuing through said lands, S 08°29'00"E a distance of 15.00 feet to a point on the Northerly side of the aforementioned Lemon Street; thence extending from said point, along the said side of Lemon Street, S 81°31'00"W a distance of 34.66 feet to the first mentioned point and place of beginning.

Containing: 522 S.F. of Land More or Less.

BK 4691 PG 2332

EXHIBIT "B"

[being the plan of sanitary sewer easement through lands n/l of Thomas Rominger and Elaine P. Rominger, Sadsbury Township, Chester County, PA prepared by Herbert E. MacCombie, Jr., P.E., dated July 6, 1999]



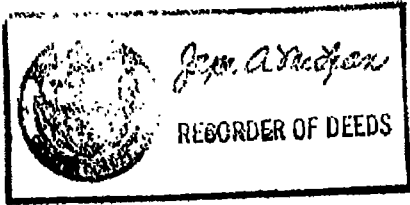
AREA OF EASEMENT = 522 S.F.
= 0.0120 Ac.



8/16/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF THOMAS AND ELAINE P. ROMINGER VILLAGE OF POMEROY FOR SADBURY TOWNSHIP	
SADBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1999
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4691 PG2334



12/29/1999 02:41:15 P.M. INST NO: 0104244
CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS
RECEIPT NO: 0046858
MISCELLANEOUS \$23.00
CO REC FUND \$1.00
RE REC FUND \$1.00
WRIT MISCELLANEOUS \$1.50

\$25.50

Return to:
Lamb, Windle & McErlane, P.C.
24 East Market Street
Box 565
West Chester, PA 19381-0565

BK 4691 PG 2335

RIGHT-OF-WAY-AGREEMENT

Phyllis
cm

AGREEMENT made this 3rd day of December, 1999, between Michael J. & Elaine C. Loftus (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 3522, Page 1736.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

(a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

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

GRANTOR:

Michael J. [Signature]
Rhyllis [Signature]

ATTEST:

[Signature]
Secretary

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial

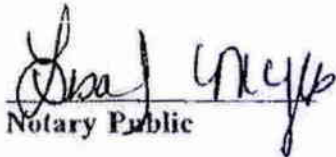
BK4682PG0873

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 3 day of December, 1999, before me, the undersigned officer,
personally appeared Michael J. [initials] and Phyllis C. [initials] known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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


Notary Public

My Commission Expires:

Notarial Seal
Lisa J. Myers, Notary Public
Sadsbury Twp., Chester County
My Commission Expires Nov. 10, 2003
Member, Pennsylvania Association of Notaries

BK4682PG0874

STATE OF PENNSYLVANIA

ss
COUNTY OF CHESTER:

On this 6 day of December, 1999, before me, the undersigned officer,
personally appeared WA MUM and Phil Newman who acknowledged themselves to be
the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers,
being authorized to do so on behalf of the Township, executed the foregoing instrument, for
the purposes therein contained desiring the same to be recorded, by signing the
name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002

Member, Pennsylvania Association of Notaries

Unofficial

610-358-0550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

October 26, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L OF MICHAEL J. AND PHYLLIS S. LOFTUS
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

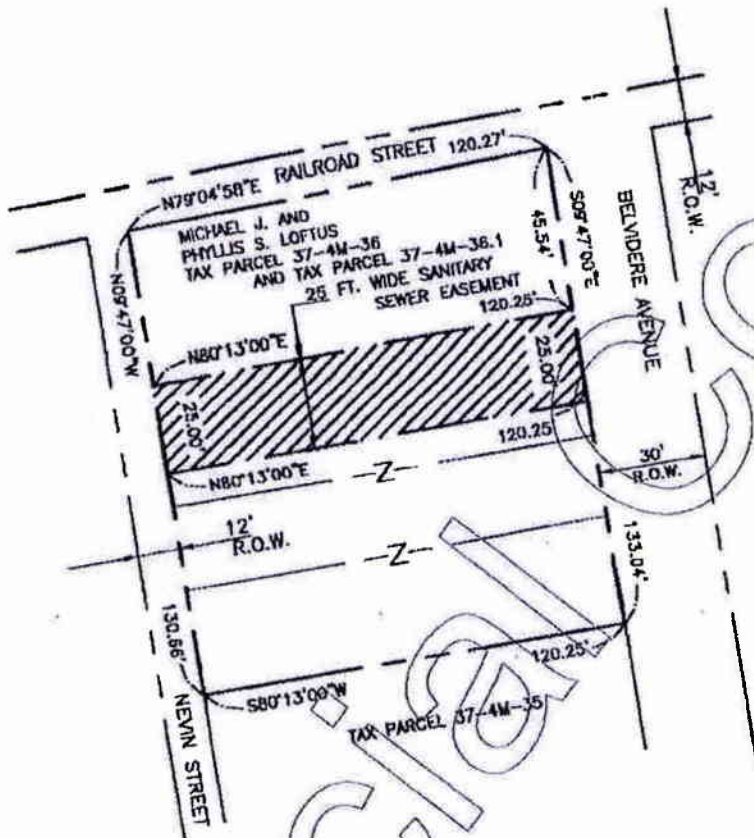
ALL THAT CERTAIN Twenty Five (25) feet wide Sanitary-Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, Village of Pomeroy for Sadsbury Township" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. Dated July 6, 1999 and being more specifically described as follows to wit:

BEGINNING at a point on the Westerly Right of way line of Belvedere Avenue, Thirty (30) feet wide, said point being $S 09^{\circ}47'00''E$ a distance of 45.54 feet from the intersection of the Westerly Right of way line of Belvedere Avenue and the Southerly Right of way line of Railroad Avenue, Fourteen (14) feet wide; thence from said point of beginning along the Westerly Right of way line of Belvedere Avenue $S 09^{\circ}47'00''E$ a distance of 25.00 feet to a point on the Westerly Right of way line of Belvedere Avenue; thence through the Lands N/L of Michael J. and Phyllis S. Loftus $S 80^{\circ}13'00''W$ a distance of 120.25 feet to a point on the Easterly Right of way line of Nevin Street Twelve (12) feet wide; thence along the Easterly Right of way line of Nevin Street $N 09^{\circ}47'00''W$ a distance of 25.00 feet to a point on the Easterly Right of way line of Nevin Street; thence through Lands N/L of Loftus $N 80^{\circ}13'00''E$ a distance of 120.25 feet to the point of beginning.

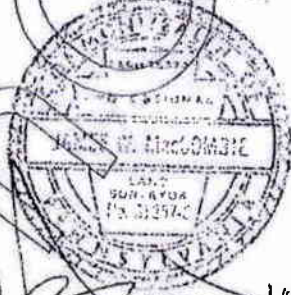
Containing: 3006 S.F. of Land More or Less.

EXHIBIT "A"

BK 4682 PG 0876



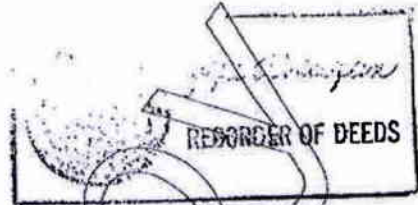
AREA OF EASEMENT = 3006 S.F.
 = 0.0690 Ac.



1/27/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF MICHAEL J. AND PHYLLIS S. LOFTUS VILLAGE OF POMEROY FOR SADBURY TOWNSHIP	
SADBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1989
HERBERT E. MacCORMIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4682PG0877 EXHIBIT "B"



12/10/1999 01:03:09 P.M. INST NO: 0099144
CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS
RECEIPT NO: 0044826

MISCELLANEOUS	\$19.00
CD REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT - MISCELLANEOUS	\$0.50
<hr/>	
	\$21.50

RETURN TO

Return to:
Lamb, Windle & McErlane, P.C.
24 East Market Street
Box 565
West Chester, PA 19381-0565

Unofficial

BK4682PG0878

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 13th day of September, 1999, between Frank Wolfe (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book L64, Page 354.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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, over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

- (a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joiner, anchorage and support of pipelines 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 thereto;

- (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 thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

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

GRANTOR:

Frank F. Wolfe
Edith E. Wolfe

ATTEST:

[Signature]
Secretary

GRANTEE:
SADBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial

BK4640PG0654

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 13 day of SEPTEMBER, 1999, before me, the undersigned officer,
personally appeared FRANK WOLFE and ERICA WOLFE known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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

David J. Kelly
Notary Public

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

BK 464 OPG 0655

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 22 day of SEPT., 1999, before me, the undersigned officer, personally appeared [Signature] and [Signature] who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David J. Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

Unofficial

BK4640PG0656

610-356-9550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacComble, III, Technician

REPLY TO:
P.O. BOX 110
BROOMALL, PA 19008-0118

August 5, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L OF FRANK F. JR. AND EDITH E. WOLFE
SADBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN Twenty-Five (25) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement Through Lands of Frank F. Jr. and Edith E. Wolfe" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. Dated July 6, 1999 and being more specifically described as follows to wit:

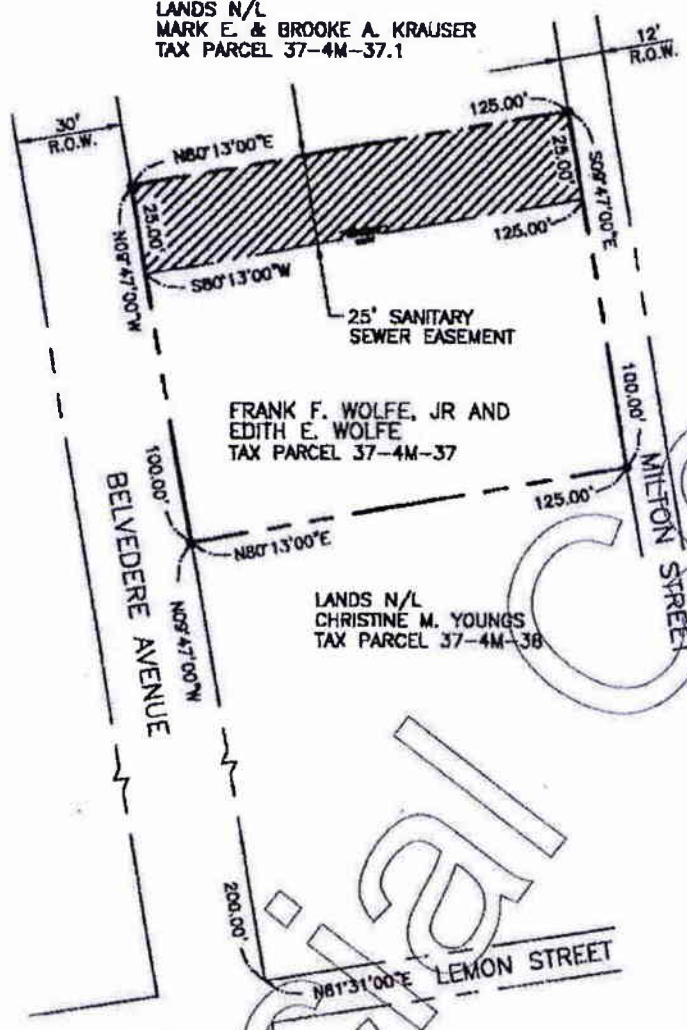
BEGINNING at a point on the Easterly Right-of-way line of Belvedere Avenue Thirty (30') feet wide at the corner of Lands N/L of Mark E. and Brooke A. Krauser and Lands N/L of Frank F. Jr., and Edith E. Wolfe; thence extending from said point and place of beginning and leaving the Right-of-way line of Belvedere Avenue along the line dividing Lands N/L of Krauser and Lands N/L of Wolfe N 80°13'00"E a distance of 125.00 feet to a point on the Westerly Right-of-way line of Milton Street Twelve (12') feet wide; thence extending along said Right-of-way line S 09°47'00"E a distance of 25.00 feet to a point; thence leaving said Right-of-way line and extending through lands N/L of Frank F. Jr. and Edith E. Wolfe S 80°13'00"W a distance of 125.00 feet to a point on the Easterly Right-of-way line of Belvedere Avenue; thence along said Right-of-way line N 09°47'00"W a distance of 25.00 feet to the first mentioned point and place of beginning.

Containing: 3125 S.F. of Land More or Less.

EXHIBIT "A"

BK4640PG0657

LANDS N/L
 MARK E. & BROOKE A. KRAUSER
 TAX PARCEL 37-4M-37.1



FRANK F. WOLFE, JR AND
 EDITH E. WOLFE
 TAX PARCEL 37-4M-37

LANDS N/L
 CHRISTINE M. YOUNGS
 TAX PARCEL 37-4M-38

AREA OF EASEMENT = 3125 S.F.
 = 0.0717 Ac.

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF FRANK F. JR. AND EDITH E. WOLFE VILLAGE OF POMEROY FOR SADSBUARY TOWNSHIP	
SADSBUARY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1999
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

2/16/99

BK4640PG0658

EXHIBIT "B"



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78178

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 09/23/1999 TIME: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Lamb, Wendell E McElane
P O Box 565
West Chester Pa 19381

BK4640PG0659

RIGHT-OF-WAY-AGREEMENT

3
2
AGREEMENT made this 11th day of December, 1999, between John D. Warmijak III (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 4486, Page 141.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

(a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joiner, anchorage and support of pipelines 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 thereto;

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

(c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

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

12-11-99

GRANTOR:

John D. Wainjak ~~TH~~

**GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS**

[Signature]
Chairman

ATTEST:

[Signature]
Secretary

Unofficial

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 11 day of December, 1999, before me, the undersigned officer,
personally appeared John Warner and _____ known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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

Lisa J. Myers
Notary Public

My Commission Expires:

Notarial Seal
Lisa J. Myers, Notary Public
Sadsbury Twp., Chester County
My Commission Expires Nov. 10, 2003
Member, Pennsylvania Association of Notaries

BK4691PG2339

STATE OF PENNSYLVANIA

SS

COUNTY OF CHESTER:

On this 13 day of December, 1999, before me, the undersigned officer, personally appeared Lisa Meyer and Neil Bruner who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David J. Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

Unofficial

610-356-9550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

August 5, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L JOHN D. WARMIJAK III
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

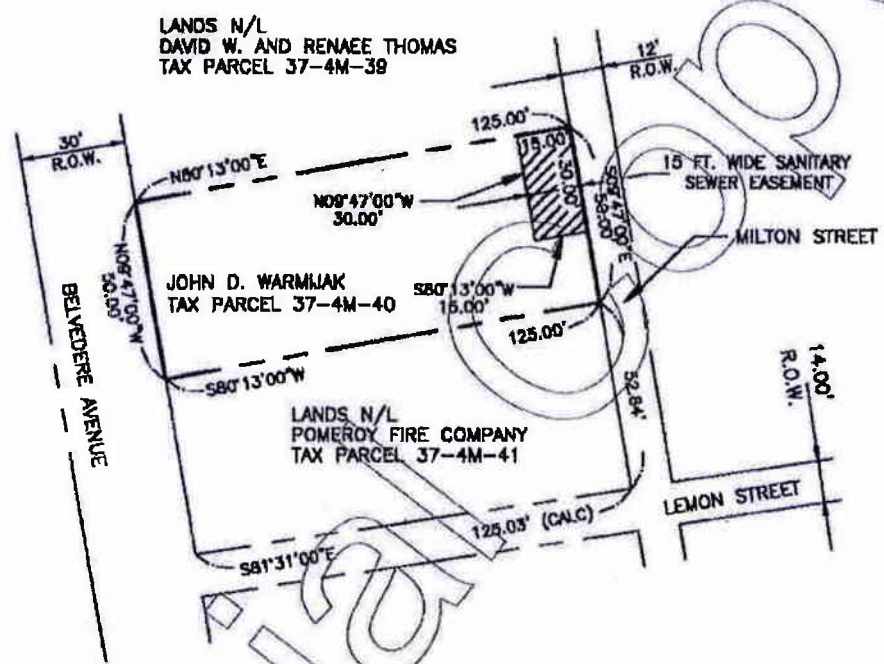
ALL THAT CERTAIN Fifteen (15) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, Through Lands of John D. Warmijak III" prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated July 6, 1999 and being more specifically described as follows to wit:

BEGINNING at a point along the Westerly Right-of-way line of Milton Street Twelve (12') feet wide said point being at a distance of 102.84 feet at a bearing of N 09°47'00"W from the intersection of the Northerly Right-of-way line of Lemon Street, Twelve (12') feet wide and the Westerly Right-of-way line of Milton Street, Twelve (12') feet wide; thence extending from said point and place of beginning along said Right-of-way line of Milton Street, Twelve (12') feet wide S 09°47'00"E a distance of 30.00 feet to a point; thence extending from said point and leaving the Right-of-way line of Milton Street and passing through said Lands N/L of John D. Warmijak III S 80°13'00"W a distance of 15.00 feet to a point; thence extending from said point and continuing through Lands N/L of said John D. Warmijak III N 09°47'00"W a distance of 30.00 feet to a point on the line dividing Lands N/L of John D. Warmijak III and Lands N/L of David W. and Rena'ee C. Thomas; thence leaving said point along the line dividing said Lands N/L of John D. Warmijak III and Lands N/L of David W. and Renaee C. Thomas N 80°13'00"E a distance of 15.00 feet to the first mentioned point and place of beginning.

Containing: 450 S.F. of Land More or Less.

EXHIBIT "A"

BK 469 | PG 234 |



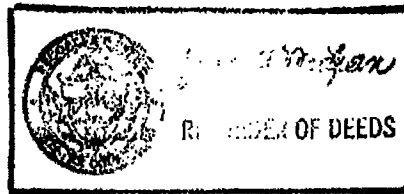
AREA OF EASEMENT = 450 S.F.
= 0.0103 Ac.



REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF JOHN D. WARMIAK III VILLAGE OF POMEROY FOR SADBURY TOWNSHIP	
SADBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1998
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK 4691 PG 2342

EXHIBIT "B"



12/29/1999 02:41:24 P.M. INST NO: 0104245
CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS
RECEIPT NO: 0046858

MISCELLANEOUS	\$19.00
CO REC FUND	\$1.00
RE REC FUND	\$1.00
WRTT - MISCELLANEOUS	\$4.50
<hr/>	
	\$21.50

Return to:
Lamb, Windle & McErlane, P.C.
24 East Market Street
Box 565
West Chester, PA 19381-0565

BK 4691 PG 2343

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 1st day of September, 1999, between Charles F. & Dorothy L. Gay (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book V37, Page 221.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

(a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

BK 4640PG0620

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

(c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

BK4640PG0621

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

GRANTOR:

Dwight L. Gay
Charles F. Gay

ATTEST:

[Signature]
Secretary

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial

BK4640PG0622

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 1st day of September, 1999, before me, the undersigned officer, personally appeared Charles F. Gann and Dorothy L. Gann known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the persons therein contained.

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

Carol P. Cochran
Notary Public

My Commission Expires:

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

BK 4640PG0623

STATE OF PENNSYLVANIA

ss

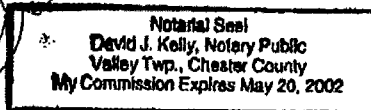
COUNTY OF CHESTER:

On this 22nd day of September, 1999, before me, the undersigned officer, personally appeared Les Hugen and Neil Sherman who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:



Member, Pennsylvania Association of Notaries

BK 464 OPG 0624

610-358-9650
FAX 610-358-5032

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

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

August 5, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L OF CHARLES F. & DOROTHY L. GAY
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

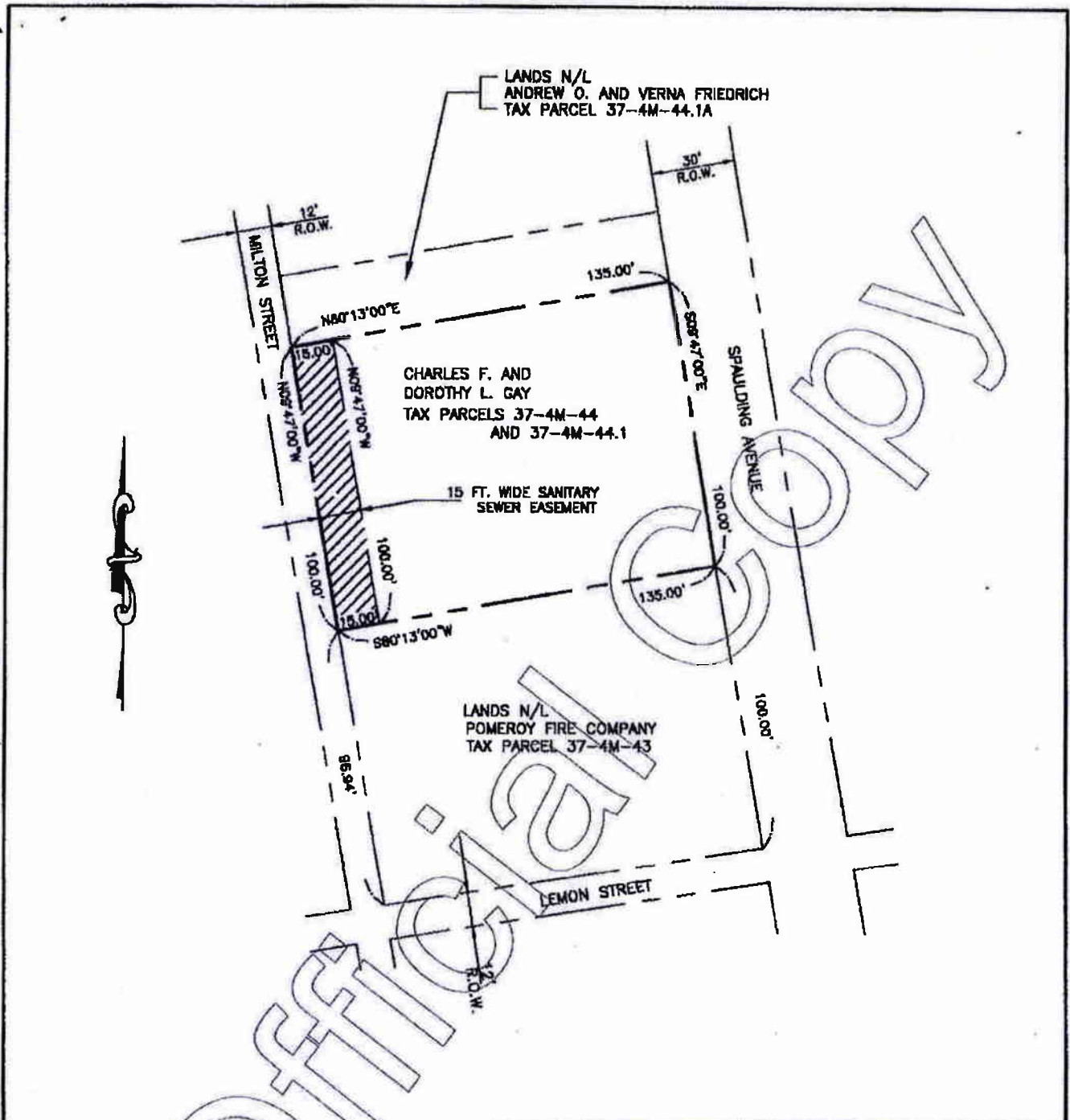
ALL THAT CERTAIN Fifteen feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through lands of Charles F. and Dorothy L. Gay" prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc. Broomall, Pa. Dated July 6, 1999 being more specifically described as follows to wit:

BEGINNING at a point on the Easterly Right-of-way line of Milton Street Twelve (12) feet wide at the intersection of the Easterly Right-of-way line and the line dividing Lands N/L of Charles F. and Dorothy L. Gay and Lands N/L of the Pomeroy Fire Company, said point being further described as follows N 09°47'00"W a distance of 96.94 feet from the intersection of the Easterly Right-of-way line of Milton Street and the Northerly Right-of-way line of Lemon Street Twelve (12) feet wide; thence from said point of beginning along the Easterly Right-of-way line of Milton Street N 09°47'00"W a distance of 100.00 feet to a point on the Easterly Right-of-way line at the intersection of the line dividing Lands N/L of Gay and Lands N/L of Andrew O. & Verna E. Friedrich; thence from said point along the line dividing Lands N/L of Gay and Lands N/L of Friedrich N 80°13'00"E a distance of 15.00 feet to a point; thence leaving said point through Lands N/L of Gay S 09°47'00"E a distance of 100.00 feet to a point on the line dividing Lands N/L of Gay and Lands N/L of the Pomeroy Fire Company; thence leaving said point along the line dividing Lands N/L of Gay and Lands N/L of the Pomeroy Fire Company S 80°13'00"W a distance of 15.00 feet to the place of beginning.

Containing: 1500 S.F. of Land More or Less.

EXHIBIT "A"

BK4640PG0625

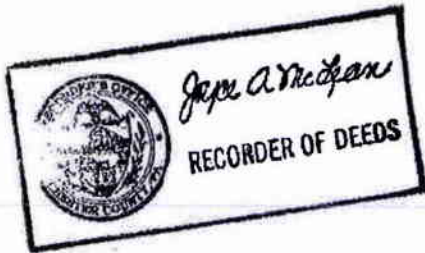


AREA OF EASEMENT = 1500 S.F.
 = 0.0344 Ac.

8/16/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF CHARLES F. AND DOROTHY L. GAY VILLAGE OF POMEROY FOR SADBURY TOWNSHIP	
SADBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1988
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4640PG0626 EXHIBIT "B"



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78172

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 09/23/1999 TIME: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

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

BK4640PG0627

7
1
2

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 29th day of October, 1999, between Verna E. Friedrich (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book O 21, Page 230.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

(a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

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

(c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

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

GRANTOR:

x7 Veron C. F. ...

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

ATTEST:

[Signature]
Secretary

Unofficial Copy

BK4667PG1819

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 29 day of OCTOBER, 1999, before me, the undersigned officer,
personally appeared VERNA EFRON and _____ known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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

David J. Kelly
Notary Public

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002

Member, Pennsylvania Association of Notaries

Thomas E. Friedrich

UNOFFICIAL COPY

BK4667PG1820

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 29 day of October, 1999, before me, the undersigned officer, personally appeared Lisa Myers and Neil Neumann who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002

Member, Pennsylvania Association of Notaries

BK4667PG1821

EXHIBIT "A"

810-358-9560
FAX 610-358-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

August 25, 1999

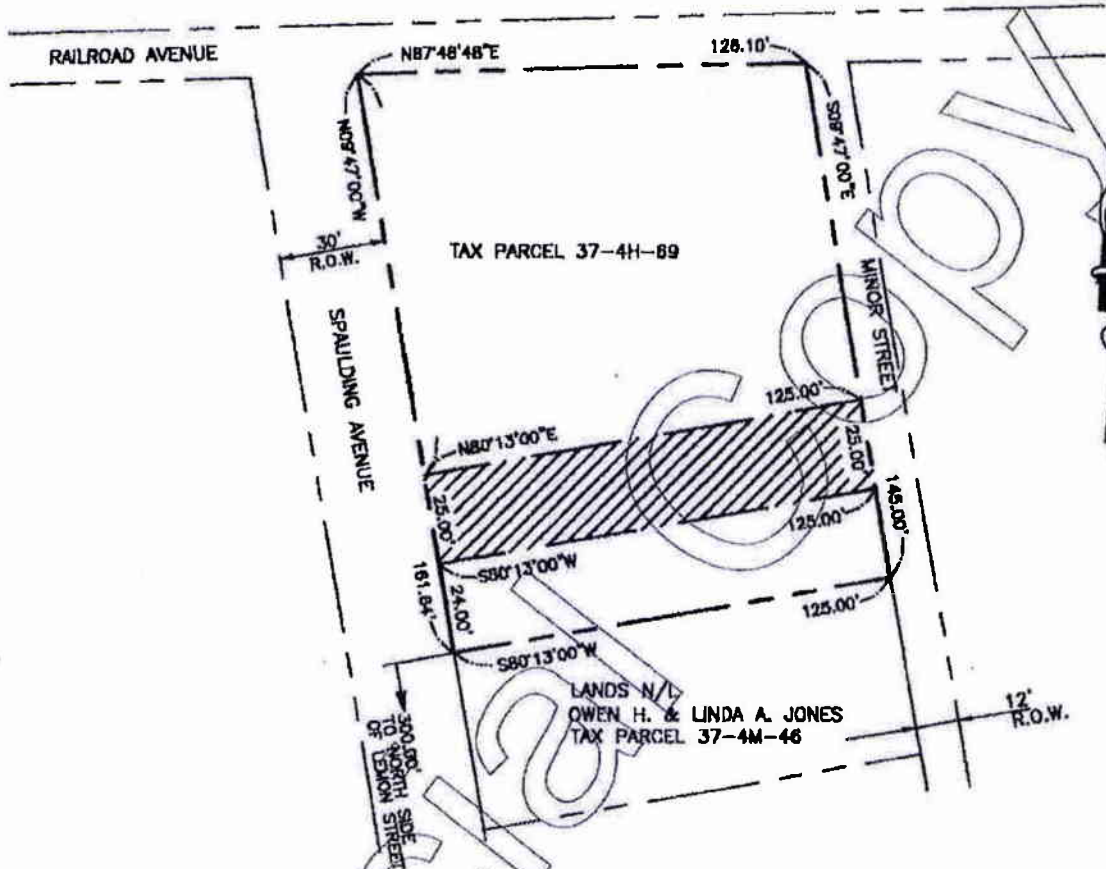
**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L OF ANDREW FRIEDRICH
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN Twenty-Five (25) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through Lands of Andrew Friedrich" prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. Dated July 6, 1999 and being more specifically described as follows to wit:

BEGINNING at a point on the Easterly side of Spaulding Avenue, thirty (30) feet wide, said point being measured N 09°47'00"W a distance of 24.00 feet along the said side of Spaulding Avenue from a point being the Southwesterly corner of the Lands now or late of Andrew Friedrich and the Northwesterly corner of the Lands now or late of Owen H. and Linda A. Jones; thence extending from said point and place of beginning, along the said side of Spaulding Avenue, N 09°47'00"W a distance of 25.00 feet to a point; thence extending from said point and leaving the said side of Spaulding Avenue, through the said Lands of Friedrich, along the Northerly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement, N 80°13'00"E a distance of 125.00 feet to a point on the Westerly side of a certain Twelve (12) feet wide Public Alley known as Minor Street; thence extending from said point, along the said side of Minor Street, S 09°47'00"E a distance of 25.00 feet to a point; thence extending from said point and leaving the said side of Minor Street, through the said Lands of Friedrich, along the Southerly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement, S 80°13'00"W a distance of 125.00 feet to the first mentioned point and place of beginning.

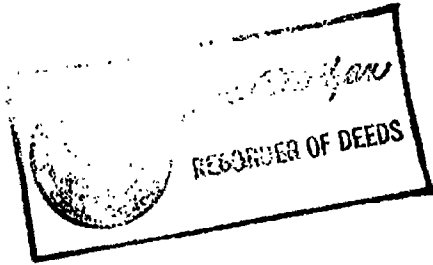
Containing: 3125 S.F. of Land More or Less.

BK4667PG1822



AREA OF EASEMENT = 3,125 S.F.
 = 0.0717 Ac.

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS NOW OR LATE OF ANDREW FRIEDRICH VILLAGE OF POMEROY FOR SADBURY TOWNSHIP	
SADBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1998
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	



11/15/1999 12:33:54 P.M. INST NO: 0091740
 CHESTER COUNTY, PA
 OFFICE OF THE RECORDER OF DEEDS
 RECEIPT NO: 0041367
 MISCELLANEOUS \$19.00
 CO REC FUND \$1.00
 RE REC FUND \$1.00
 WRIT - MISCELLANEOUS \$1.50

 \$21.50

Unofficial COPY

Unofficial

Vincent Porro
 PO Box 565
 W. Pa 19381

BK4667PG1824

1
2

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 3 day of September, 1999, between Richard F. & Linda E. Arner (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 3938, Page 1744.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

- (a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

BK 4640PG0595

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

(c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

BK 464 OPG 0596

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

GRANTOR:

Linda E. Baker
Linda E. Baker

ATTEST:

[Signature]
Secretary

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial Copy

BK4640PG0597

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 3 day of SEPTEMBER 1999, before me, the undersigned officer,
personally appeared Richard F. Arwen and Linda E. Arwen known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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

David J. Kelly
Notary Public

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

BK4640PG0598

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 22nd day of September 1999, before me, the undersigned officer, personally appeared WA Myer and Paul Nimmern who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002

Member, Pennsylvania Association of Notaries

Unofficial

BK4640PG0599

610-356-9550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

August 5, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L OF RICHARD F. ARNER AND LINDA E. ARNER
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN Fifteen (15') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through lands of Richard F. Arner and Linda E. Arner" prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. Dated July 6, 1999 and being more specifically described as follows to wit:

BEGINNING at a point of intersection of the Easterly Right-of-way line of Spaulding Avenue Thirty (30) feet wide and Northerly Right-of-way line of Lemon Street Twelve (12) feet wide, thence leaving said point of beginning along the Easterly Right-of-way line of Spaulding Avenue N $09^{\circ}47'00''$ W a distance of 15.05 feet to a point on the Easterly Right-of-way line of Spaulding Avenue; thence leaving said point through the Lands of Richard F. Arner and Linda Arner N $75^{\circ}44'00''$ E a distance of 125.38 feet to a point on the Westerly Right-of-way line of Minor Street Twelve feet wide; thence leaving said point along the Westerly Right-of-way line of Minor Street S $09^{\circ}47'00''$ E a distance of 15.05 feet to a point at the intersection of the Westerly Right-of-way line of Minor Street and Northerly Right-of-way line of Lemon Street; thence leaving said point along the Northerly Right-of-way line of Lemon Street S $75^{\circ}44'00''$ W a distance of 125.38 feet to the point of beginning.

Containing: 1881 S.F. of Land More or Less

EXHIBIT "A"

BK 4640PG0600

LANDS W/L
 RUSSELL AND JOHANNA EDWARDS
 TAX PARCEL 37-4M-48

RICHARD F. ARNER AND
 LINDA ARNER
 TAX PARCEL 37-4M-49

AREA OF EASEMENT = 1881 S.F.
 = 0.0432 Ac.

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF RICHARD F. AND LINDA E. ARNER VILLAGE OF POMEROY FOR SAOSBURY TOWNSHIP	
SAOSBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1999
HERBERT E. NewCOMBE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	

EXHIBIT "B"

BK4640PG0601



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78169

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50
DATE: 09/23/1999 TIME: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Lamb, Wendie & McErlane
Po Box 565
West Chester Pa 19381

BK4640PG0602

RIGHT-OF-WAY-AGREEMENT

11 7
AGREEMENT made this 16th day of September, 1999, between Joseph J. & Terry L. DiSciullo (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book K65, Page 558.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

- (a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joiner, anchorage and support of pipelines 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 thereto;

BK 4640PG0628

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

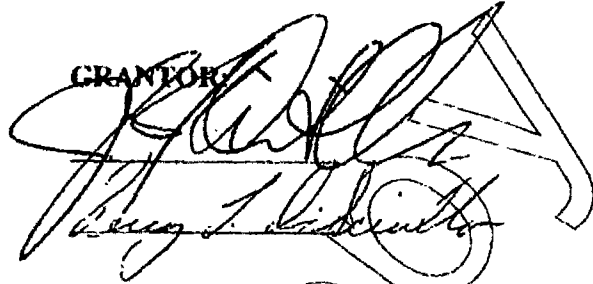
7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

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

GRANTOR:



GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS


Chairman

ATTEST:


Secretary

Unofficial

BK464OPG0630

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 16th day of Sept., 1999, before me, the undersigned officer,
personally appeared Joseph J. DiSciullo & Terry J. DiSciullo and _____ known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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

L. Marie Beggs
Notary Public

My Commission Expires:

Notarial Seal
L. Marie Beggs, Notary Public
Coatesville, Chester County
My Commission Expires Sept. 12, 2003
Member, Pennsylvania Association of Notaries

Unofficial Copy

BK4640PG0631

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 22nd day of September 1999, before me, the undersigned officer, personally appeared LWA Myer and Neil Shauman who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David J. Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

Unofficial

BK4640PG0632

610-356-9550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

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

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

September 10, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L OF JOSEPH J. & TERRY L. DISCIULLO
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN Twenty Five (25) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through Lands of Joseph J. & Terry L. DiSciullo" prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. Dated July 6, 1999 and being more specifically described as follows to wit:

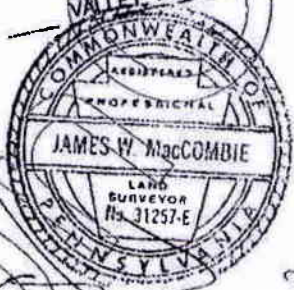
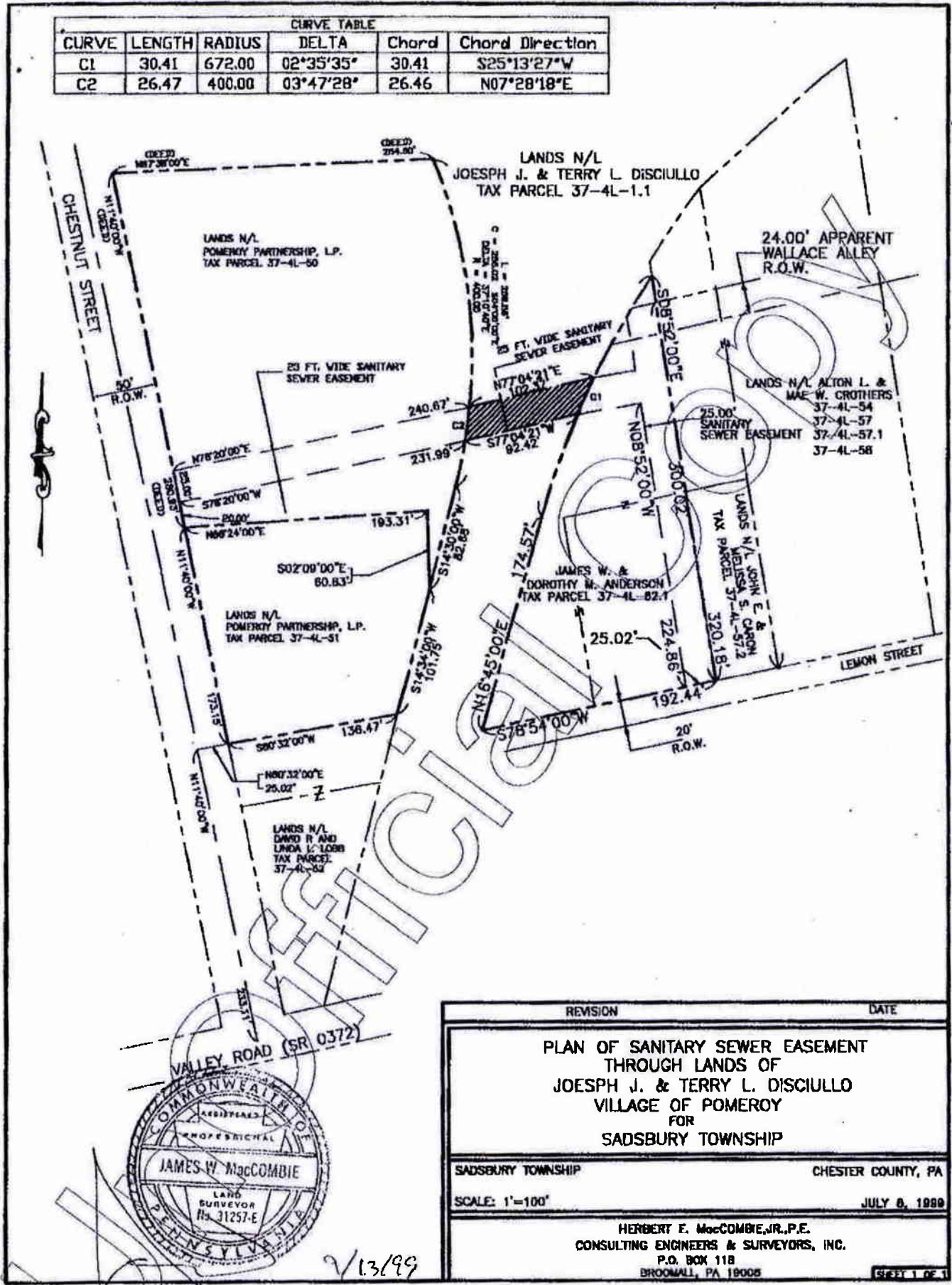
BEGINNING at a point on the line dividing Lands N/L of Pomeroy Partnership, L.P. and Land N/L of Joseph J. & Terry L. DiSciullo, said point being further described from a point at the intersection of the centerline of Valley Road, Thirty-Three (33) feet wide and the centerline of Chestnut Street, Fifty (50) feet wide by the following four (4) courses and distances; 1.) N 11°40'00"W a distance of 233.11 feet to a point in the centerline of Chestnut Street, 2.) N 80°32'00"E a distance of 25.02 feet to a point on the Easterly Right of way of Chestnut Street, 3.) N 11°40'00"W along the Easterly Right of way of Chestnut Street a distance of 218.15 feet to a point, 4.) N 78°20'00"E along the Northerly line of a Twenty-Five (25) feet wide Sanitary Sewer Easement through Land N/L of Pomeroy Partnership, L.P. a distance of 240.67 feet to the point of beginning; thence extending from said point and place of beginning N 77°04'21"E through Lands N/L of Joseph J. and Terry L. DiSciullo a distance of 102.37 feet to a point along a curve, said curve being the line dividing Land N/L of DiSciullo and Lands N/L of James W. and Dorothy M. Anderson; thence extending along the arc of a circle, curving to the left in a Southwesterly direction having a radius of 672.00 feet the arc distance of 30.41 feet (Chord Bearing S 25°13'27"W; 30.41 feet) to a point; thence extending S 77°04'21"W a distance of 92.42 feet to a point on a curve; said curve being the dividing line between Land N/L of DiSciullo and Lands N/L of Pomeroy Partnership, L.P.; thence along the arc of a circle, curving to the left in a Northwesterly direction having a radius of 400 feet the arc distance of 26.47 feet (Chord Bearing N 07°28'18"E; 26.46 feet) to the first mentioned point and place of beginning.

Containing: 2435 S.F. of Land More or Less.

EXHIBIT "A"

BK464OPG0633

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	Chord	Chord Direction
C1	30.41	672.00	02°35'35"	30.41	S25°13'27"W
C2	26.47	400.00	03°47'28"	26.46	N07°28'18"E



REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF JOESPH J. & TERRY L. DISCIULLO VILLAGE OF POMEROY FOR SADSBURY TOWNSHIP	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=100'	JULY 8, 1989
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	

BK4640PG0634

EXHIBIT "B"



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78173

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 09/23/1999 TIME: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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

BK4640PG0635

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 9th day of September, 1999, between Andrew & Leona E. Zvodar (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book R 21, Page 207.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

(a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

BK 4640PG0636

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

BK4640PG0637

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

GRANTOR:

Andrew Zodar

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

ATTEST:

[Signature]
Secretary

Unofficial Copy

BK4640PG0638

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 9 day of SEPTEMBER, 1999, before me, the undersigned officer,
personally appeared ANDREW ZVODAN and _____ known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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

David J. Kelly
Notary Public

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002
Member, Pennsylvania Association of Notaries

BK 4640PG0639

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 22nd day of September, 1999, before me, the undersigned officer, personally appeared Luft and Neil who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002

Member, Pennsylvania Association of Notaries

Unofficial Copy

BK 4640PG0640

610-358-9550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

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

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

August 5, 1999

**DESCRIPTION
OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L ANDREW ZVODAR AND LEONA E. ZVODAR
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

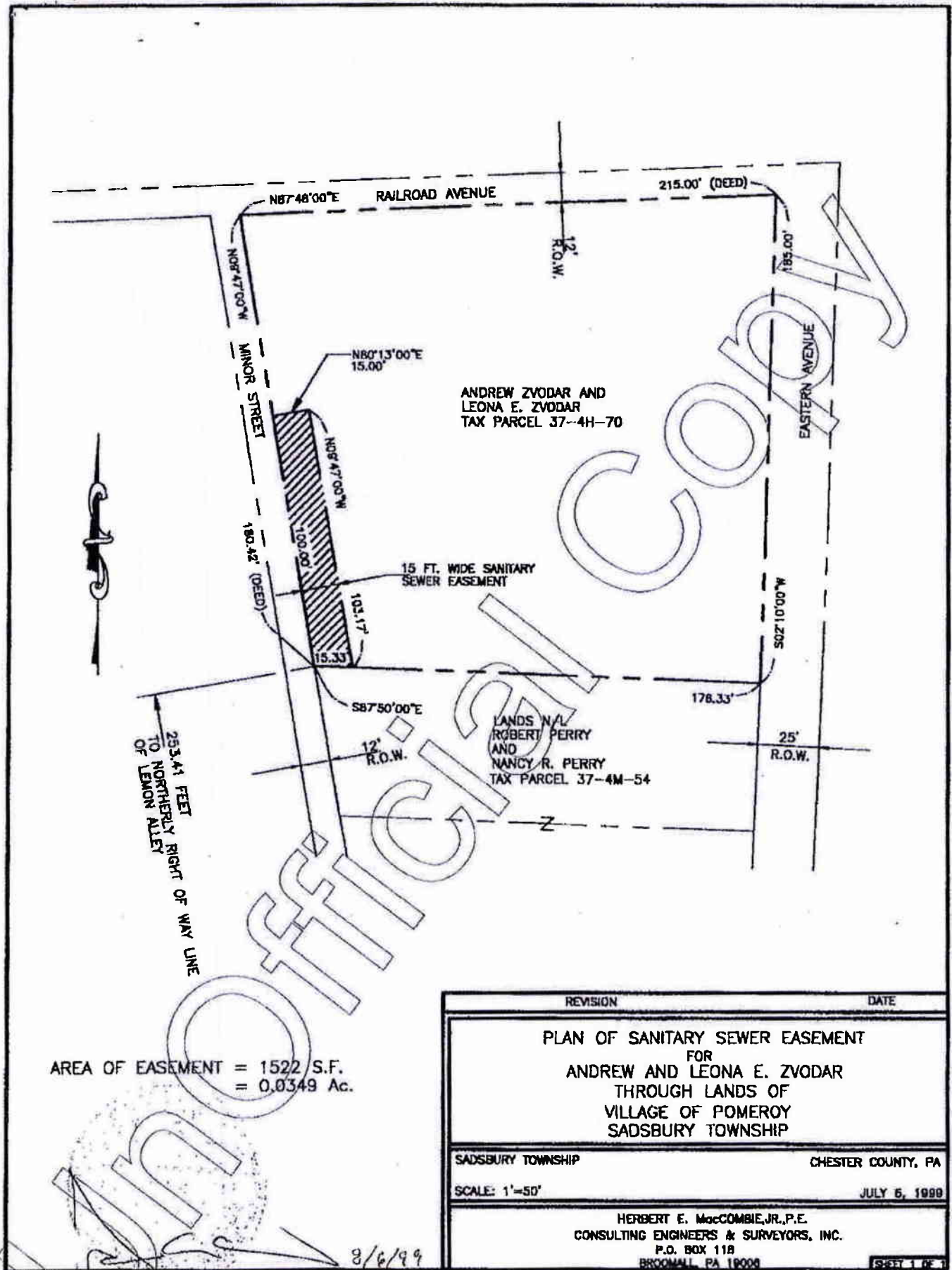
ALL THAT CERTAIN Fifteen (15) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through lands of Andrew Zvodar and Leona E. Zvodary" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc. Broomall, Pa. Dated July 6, 1999 and being more specifically described as follows to wit:

BEGINNING at a point on the Easterly Right-of-way line of Minor Street, Twelve (12) feet wide, said point being a distance of 253.41 feet at a bearing of N 09°47'00"W from the intersection of the Northerly Right-of-way line of Lemon Street Twelve (12) feet wide and the Easterly line of Minor Street Twelve (12) feet wide; thence extending from said point and place of beginning along the Easterly side of Minor Street N 09°47'00"W a distance of 100.00 feet to a point; thence extending from said point and leaving the said side of Minor Street, through the Lands N/L of Zvodar, N 80°13'00"E a distance of 15.00 feet to a point; thence extending from said point, continuing through said lands S 09°47'00"E a distance of 103.17 feet to a point along the line dividing the Lands N/L of Zvodar and Lands N/L of Perry; thence extending from said point, along the line of said Lands, N 87°50'00"W a distance of 15.33 feet to the first mentioned point and place of beginning.

Containing: 1524 S.F. of Land More or Less.

EXHIBIT "A"

BK4640PG0641



AREA OF EASEMENT = 1522 S.F.
 = 0.0349 Ac.

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT FOR ANDREW AND LEONA E. ZVODAR THROUGH LANDS OF VILLAGE OF POMEROY SADSBUY TOWNSHIP	
SADSBUY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 5, 1999
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

8/6/99

EXHIBIT "B"

BK4640PG0642



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78175

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : MISC
REC FEE : 19.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.50

DATE: 09/23/1999 TIME: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 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: 03:26P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 035525 TYPE DOC : RE REC FUND
REC FEE : 1.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

Lamb, Wendle E McErlane
Pg But 565
West Chester Pa 19381

BK4640PG0643

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 2nd day of December, 1999, between Lisa M. Swisher (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 4165, Page 586.

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 the receipt of which is hereby acknowledged.
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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.
4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:
 - (a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joiner, anchorage and support of pipelines 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 thereto;

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

(c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.

5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, 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 easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, 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 and areas of ingress and egress 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, which shall be seeded with grass seed.

7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.

8. The provisions of the Agreement shall run with the land and shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be required as set forth in paragraph 6 hereof.

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

GRANTOR:

Alvin M. Swisher

ATTEST:

Donny
Secretary

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial Copy

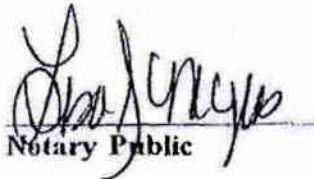
BK4682PG0881

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 2nd day of December, 1999, before me, the undersigned officer,
personally appeared Lisa Suster and _____ known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the persons therein contained.

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


Notary Public

My Commission Expires:

Notarial Seal:
Lisa J. Myers, Notary Public
Sadsbury Twp., Chester County
My Commission Expires Nov. 10, 2003
Member, Pennsylvania Association of Notaries

BK4682PG0882

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 6 day of December, 1999, before me, the undersigned officer, personally appeared Wm Myro and Neil [unclear] who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David Kelly

My Commission Expires:

Notarial Seal
David J. Kelly, Notary Public
Valley Twp., Chester County
My Commission Expires May 20, 2002

Member, Pennsylvania Association of Notaries.

Unofficial

610-366-9650
FAX 610-366-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

Herbert E. MacCombie, Jr., P.E., P.L.S. (1926-1994)
James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

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

August 5, 1999

**DESCRIPTION
OF
SANITARY SEWER EASEMENT
THROUGH
LANDS N/L OF LISA M. SWISHER
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

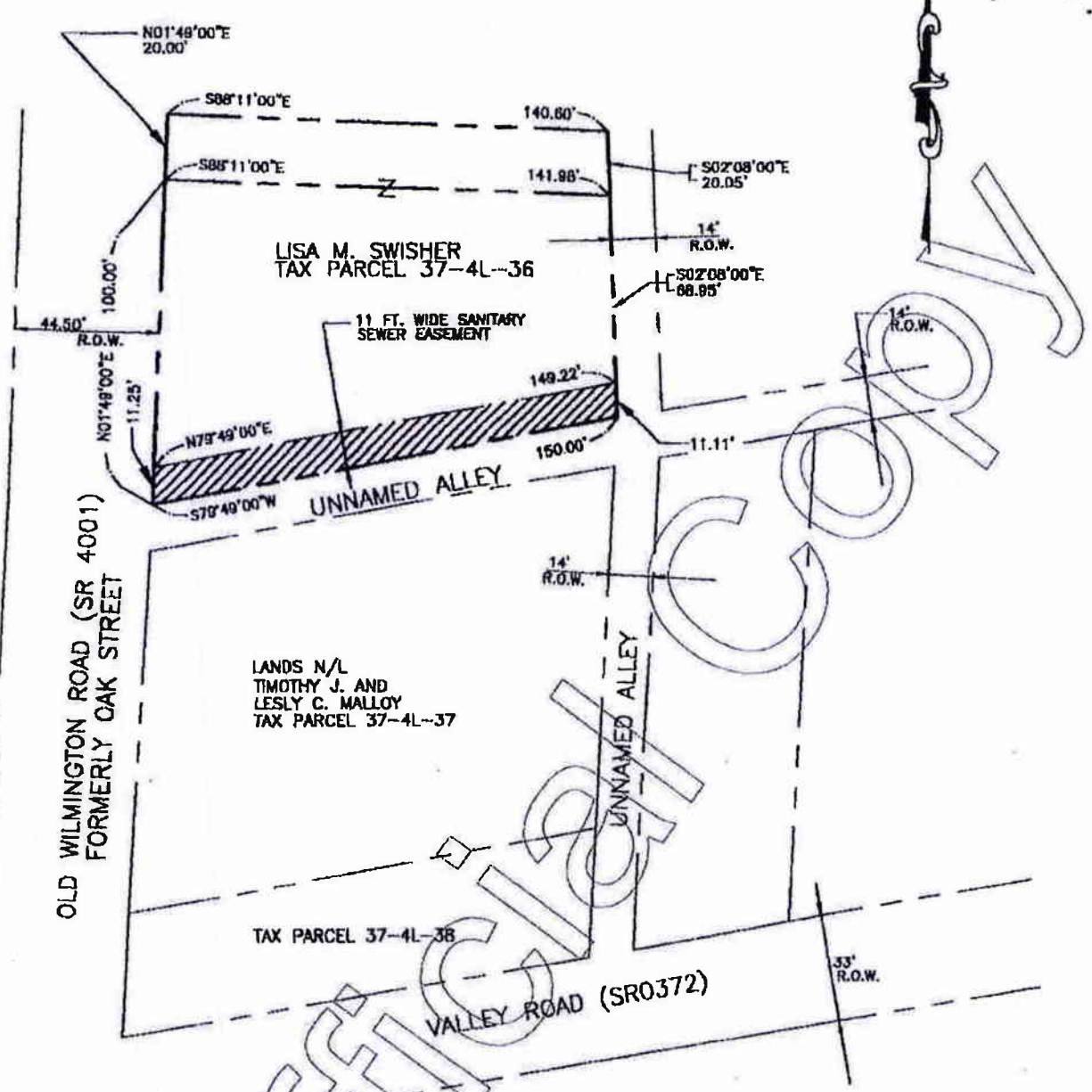
ALL THAT CERTAIN Eleven (11) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, Through Lands of Lisa M. Swisher" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc. Broomall, Pa. dated July 6, 1999 and being more specifically described as follows to wit:

BEGINNING at a point of intersection of the Easterly Right of way line of Old Wilmington Road (SR 4001), formerly Oak Street, Forty-four and a half (44.5) feet wide, and the Northerly side of Lemon Street Fourteen (14) feet wide, being a corner of lands N/L of Lisa M. Swisher; thence extending from said point and place of beginning along said Right-of-way line of Old Wilmington Road (SR 4001) N 01°49'00"E a distance of 11.25 feet to a point; thence extending from said point and leaving the Right-of-way line of Old Wilmington Road and passing through said lands of Swisher N 79°49'00"E a distance of 149.22 to a point on the Westerly Right-of-Way line of a Fourteen Foot wide Unnamed Alley; thence leaving said point and continuing along the Westerly side Right-of-Way line of said Alley S 02°08'00"E a distance of 11.11 feet to a point on the Northerly Right-of way line of Lemon Street Fourteen (14) Feet Wide; thence leaving the Westerly Right-of-way line of the unnamed Fourteen Feet Wide Alley and continuing along the Northerly Right-of-Way Line of Lemon Street Fourteen (14) Feet Wide S 79°49'00"W a distance of 150.00 feet to the first mentioned point and place of beginning.

Containing: 1646 S.F. of Land More or Less

EXHIBIT "A"

BK4682PG0884



OLD WILMINGTON ROAD (SR 4001)
FORMERLY OAK STREET

LISA M. SWISHER
TAX PARCEL 37-4L-36

LANDS N/L
TIMOTHY J. AND
LESLY C. MALLOY
TAX PARCEL 37-4L-37

TAX PARCEL 37-4L-38

VALLEY ROAD (SR0372)

UNNAMED ALLEY

UNNAMED ALLEY

AREA OF [unclear] 1646 S.F.
[unclear] 0.0378 Ac.
JAMES W. [unclear]
PROFESSIONAL SURVEYOR

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF LISA M. SWISHER VILLAGE OF POMEROY FOR SADBURY TOWNSHIP	
SADBURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1989
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

2/16/99
pg 885

BK 4682 PG 0885
EXHIBIT "B"



12/10/1999 01:03:25 P.M. INST NO: 0099145
CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS
RECEIPT NO: 0044826
MISCELLANEOUS \$19.00
CO REC FUND \$1.00
RE REC FUND \$1.00
WRIT - MISCELLANEOUS \$.50

\$21.50

Return to:
Lamb, Windle & McErlane, P.C.
24 East Market Street
Box 565
West Chester, PA 19381-0565

BK4682PG0886

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 27 day of Nov, 1999, between Anthony & Susan Liefeld - Tresselt (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality 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, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 4410, Page 1083.

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 the receipt of which is hereby acknowledged.

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 sanitary 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 easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary 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 over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.

4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:

(a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of pipelines 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 thereto;

BK4679PG2096