

- (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.

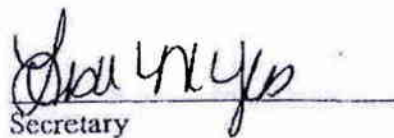
9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same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

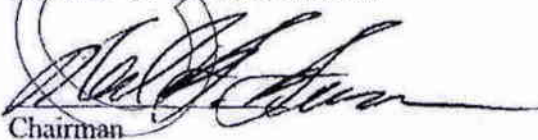
GRANTOR:



ATTEST:

  
Secretary

GRANTEE:  
SABSBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman

Unofficial

BK4679PG2098

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 29 day of Nov, 1999, before me, the undersigned officer,  
personally appeared Susan Littlejohn and Anthony Tassell 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

Unofficial COPY

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 30 day of November, 1999, before me, the undersigned officer, personally appeared LISA Myers and Neil Heinerman 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

BK4679PG2100

610-356-9550

FAX 610-356-5032

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

CONSULTING ENGINEERS & SURVEYORS, INC.

1000 PALMERS MILL ROAD

MEDIA, PA 19069

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 ANTHONY AND SUSAN LIEFIELD TRESSSELT  
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

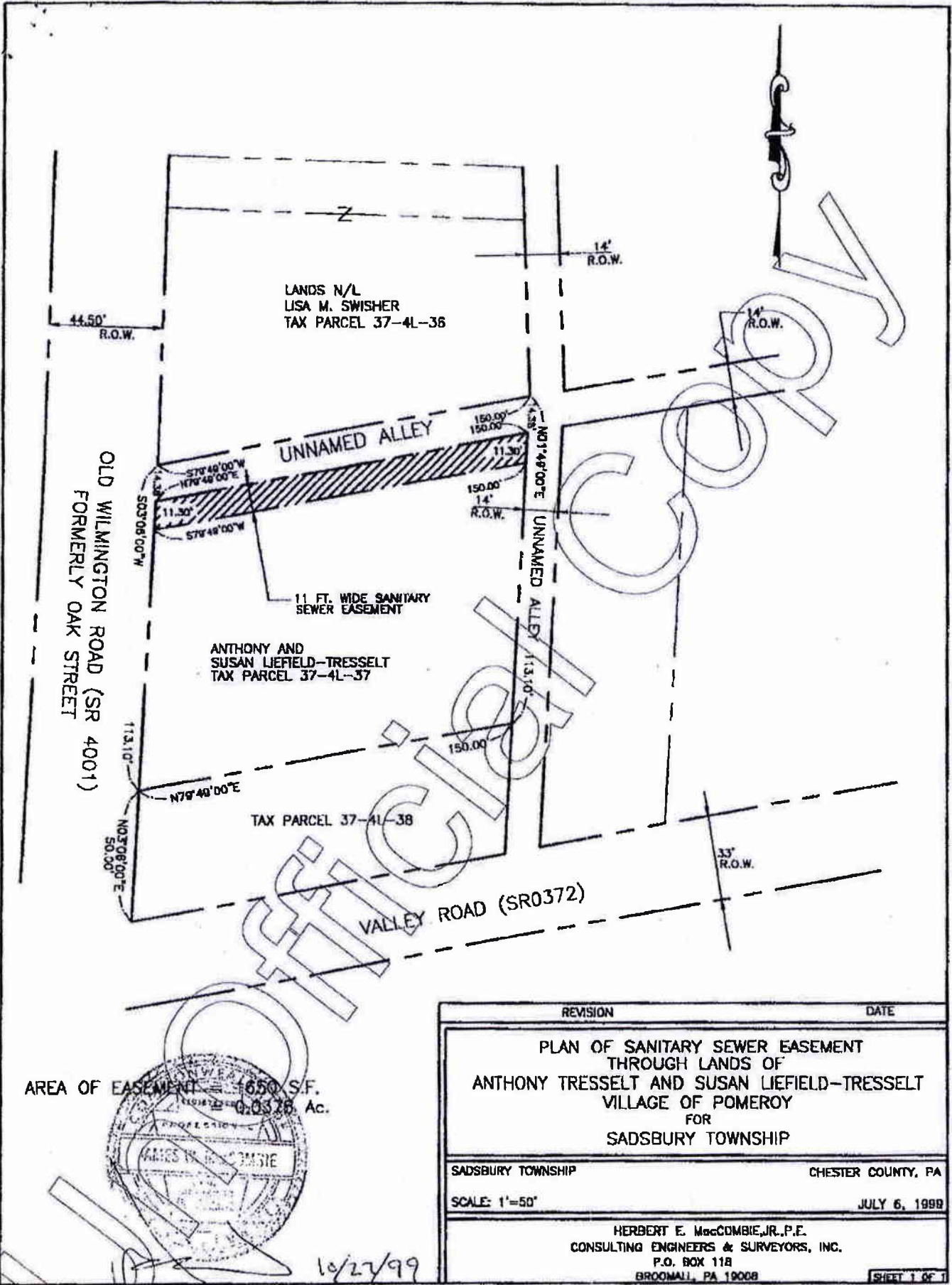
**ALL THAT CERTAIN** Eleven (11) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through Lands of Anthony and Susan Liefield - Tresselt" prepared by Herbert E. MacCombie, 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 Old Wilmington Road (SR 4001) (Formerly Oak Street) Forty-Four and Five Tenths (44.50') feet wide said point of beginning being further described as N 03°06'00"W a distance of 148.72 feet from the intersection of the Westerly Right-of-Way line of Old Wilmington Road (SR 4001) (Formerly Oak Street) and the Northerly Right-of-Way line of Valley Road (SR 0372) Thirty Three (33) feet wide; thence from said point of beginning along the Southerly Right-of-Way line of an unnamed Fourteen (14) feet wide Alley N 79°49'00"E a distance of 150.00 feet to a point at the intersection of the Southerly Right-of-Way line of the unnamed Alley and the Westerly side of another unnamed Fourteen (14) feet wide Alley; thence along said Westerly Right-of-Way line of said unnamed Alley S 03°06'00' W a distance of 11.30 feet to a point; thence through lands N/L of Anthony Tresselt and Susan Liefield-Tresselt S 79°49'00"W a distance of 150.00 feet to a point on the Easterly Right-of-Way line of Old Wilmington Road (SR 4001) (Formerly Oak Street), thence N 03°06'00"E a distance of 11.30 feet to the point of beginning.

Containing: 1646 S.F. of land more or less

EXHIBIT "A"

BK4679PG2101



OLD WILMINGTON ROAD (SR 4001)  
FORMERLY OAK STREET

LANDS N/L  
LISA M. SWISHER  
TAX PARCEL 37-4L-36

ANTHONY AND  
SUSAN LIEFIELD-TRESSELT  
TAX PARCEL 37-4L-37

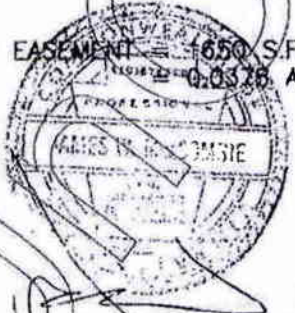
TAX PARCEL 37-4L-38

UNNAMED ALLEY

11 FT. WIDE SANITARY  
SEWER EASEMENT

VALLEY ROAD (SR0372)

AREA OF EASEMENT = 1650 S.F.  
0.0378 Ac.



10/27/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF ANTHONY TRESSELT AND SUSAN LIEFIELD-TRESSELT VILLAGE OF POMEROY FOR SADSBUURY TOWNSHIP	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1999
HERBERT E. MacCORMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4679PG2102

EXHIBIT "B"



12/07/1999 11:57:45 A.M. INST NO: 0097893  
CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS  
RECEIPT NO: 0044319

MISCELLANEOUS	\$21.00
CD REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT MISCELLANEOUS	\$5.50
<hr/>	
	\$23.50

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

BK 4679PG2103

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 13<sup>th</sup> day of October, 1999, between Horace W. & Larelda M. Lowery (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 1105, Page 344.

**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:

*Thomas R. [unclear]*  
*[unclear]*

ATTEST:

*[Signature]*  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*[Signature]*  
Chairman

Unofficial

BK 4658 PG 0641

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 13<sup>th</sup> day of Oct., 1999, before me, the undersigned officer,  
personally appeared Horace W. Lowery & Jarelda M. Lowery  
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.

Jennifer J. Turner  
Notary Public

My Commission Expires:

Notarial Seal  
Jennifer J. Turner, Notary Public  
Atglen Boro, Chester County  
My Commission Expires Oct. 22, 2001  
Member, Pennsylvania Association of Notaries

BK4658PG0642

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 15 day of OCTOBER 1999, before me, the undersigned officer, personally appeared Lisa Myers and Bill Blinnman 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

BK4658PG0643

610-356-9650  
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 OF HORACE W. LOWERY AND LARELDA M. LOWERY  
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THOSE TWO CERTAIN** Eleven (11) feet wide Sanitary Sewer Easements **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 Horace W. Lowery and Larelda M. Lowery" 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:

**FIRST EASEMENT:**

**BEGINNING** at a point formed by the intersection of the Westerly side of Chestnut Street, Fifty (50) feet wide and the Northerly side of an unnamed Fourteen (14) feet wide Public Alley, said point of beginning also being the Southeast corner of Lands now or late of Horace and Larelda Lowery; thence extending from said point and place of beginning along the Northerly side of the aforementioned Public Alley S 80°30'00"W a distance of 125.00 feet to a point; thence extending from said point and leaving the Northerly side of said Public Alley, through the said Lands of Lowery N 09°30'00"W a distance of 11.00 feet to a point; thence extending from said point and continuing through the said Lands of Lowery N 80°30'00"E a distance of 125.58 feet to a point on the aforementioned Westerly side of Chestnut Street; thence extending along the said side of Chestnut Street S 06°30'00"E a distance of 11.02 feet to the first mentioned point and place of beginning.

Containing: 1378 S.F. of Land More or Less.

**SECOND EASEMENT:**

**BEGINNING** at a point formed by the intersection of the Easterly side of an unnamed Fourteen (14) feet wide Public Alley and the Northerly side of a second unnamed Fourteen (14) feet wide Public Alley, said point of beginning also being the Southwest corner of Lands now or late of Horace and Larelda Lowery; thence extending from said point and place of beginning along the Easterly side of the first mentioned Public Alley N 02°08'00"W a distance of 11.09 feet to a point; thence extending from said point and leaving the Easterly side of the first mentioned Public Alley through the said Lands of Lowery N 80°30'00"E a

BK4658PG0644

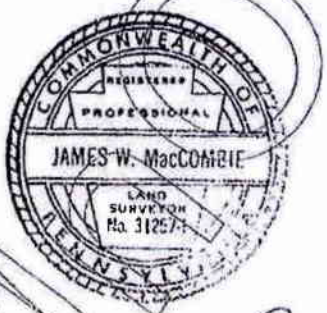
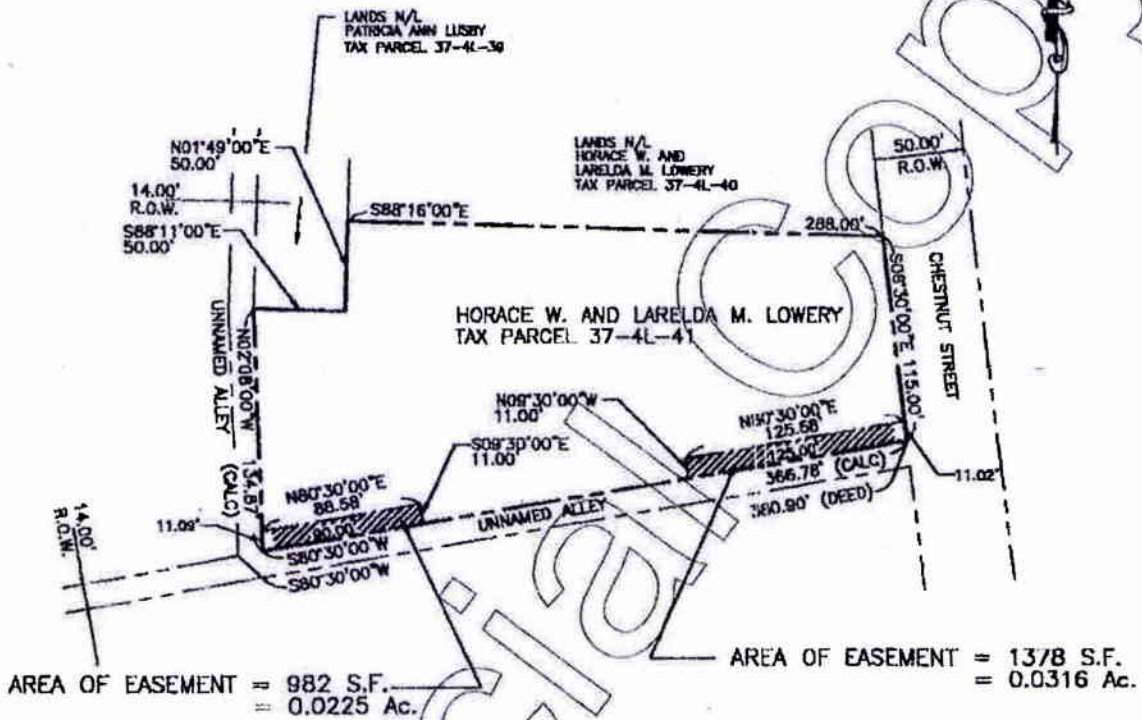
distance of 88.58 feet to a point; thence extending from said point and continuing through the said Lands of Lowery S 09°30'00"E a distance of 11.00 feet to a point on the Northerly side of the second aforementioned Public Alley; thence extending from said point along the Northerly side of the said second Public Alley S 80°30'00"W a distance of 90.00 feet to the first mentioned point and place of beginning.

Containing: 982 S.F. of Land More or Less.

Unofficial Copy

BK4658PG0645

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REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF HORACE W. AND LARELDA M. LOWERY VILLAGE OF POMEROY FOR SADSBUURY TOWNSHIP	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=100'	JULY 6, 1999
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4658PG0646



10/27/1999 02:18:01 P.M. INST NO: 0086983  
CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS  
RECEIPT NO: 0039457

MISCELLANEOUS \$21.00  
CO REC FUND \$1.00  
RE REC FUND \$1.00  
WRIT - MISCELLANEOUS \$1.50

TOTAL FOR 0086983 \$23.50

Lambert  
Pa

BK4658PG0647



7/6  
CW

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 1 day of October, 1999, between Ronald J. & Annette Fischer (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 3242, Page 378.

**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:

*Ronald J. Fischer*  
*Amrett Fischer*

ATTEST:

*[Signature]*  
Secretary

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

*[Signature]*  
Chairman

Unofficial

STATE OF PENNSYLVANIA:

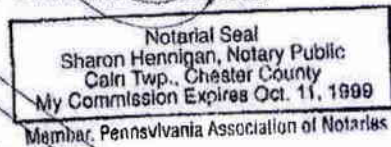
COUNTY OF CHESTER:

On this 1 day of October, 1999, before me, the undersigned officer,  
personally appeared Ronald J Annette  
Fischer and Fischer 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.

*Sharon Hennigan*  
Notary Public

My Commission Expires:



BK 4651 PG 0754

STATE OF PENNSYLVANIA

ss  
COUNTY OF CHESTER:

On this 8 day of October, 1999, before me, the undersigned officer,  
personally appeared LWA MYER and Neil NIMMAN 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

610-358-9550  
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 RONALD J. AND ANNETTE C. FISCHER  
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

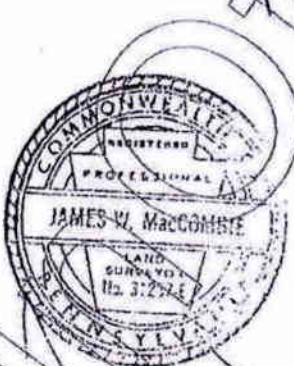
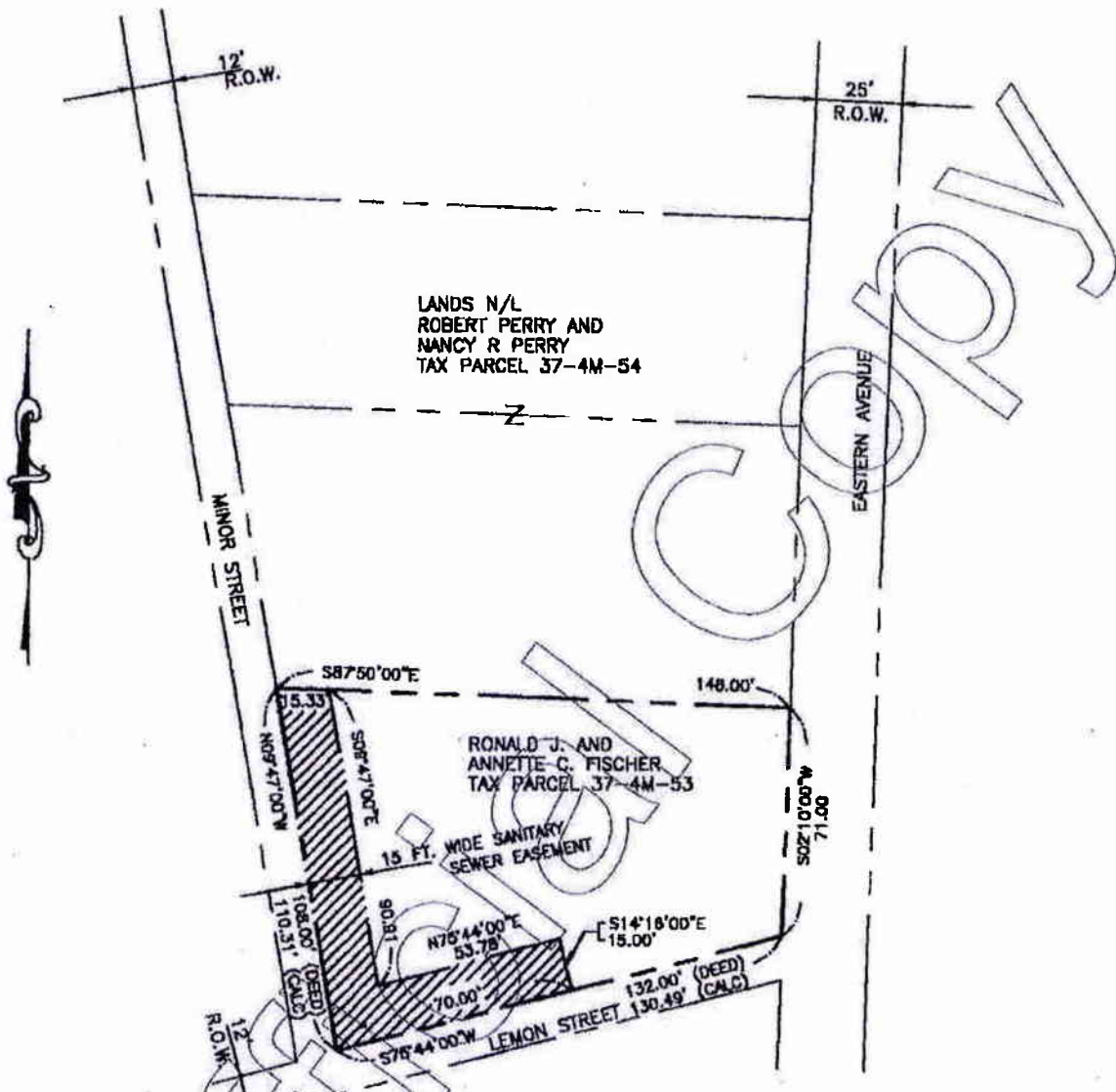
**ALL THAT CERTAIN** Fifteen feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through Lands of Ronald J. and Annette C. Fischer" prepared by Herbert E. MacCombie, Jr., 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 the intersection of the Easterly Right-of-way line of Minor Street Twelve feet wide and the Northerly Right-of-way of Lemon Street Twelve feet wide; thence leaving said point of beginning along the Easterly Right-of-way line of Minor Street N  $09^{\circ}47'00''$ W a distance of 110.31 feet to a point at the intersection of the Easterly Right-of-way line of Minor Street and the line dividing the Lands N/L of Ronald J. Fischer and Annette C. Fischer and Lands N/L Robert Perry and Nancy R. Perry; thence leaving said point along the line dividing Lands N/L of Perry and Lands N/L Fischer S  $87^{\circ}50'00''$ E a distance of 15.33 feet to a point on the line dividing the Lands N/L of Perry and Lands N/L of Fischer; thence leaving said point through Lands N/L of Fischer S  $09^{\circ}47'00''$ E a distance of 90.91 feet to a point, thence leaving said point N  $75^{\circ}44'00''$ E a distance of 53.78 feet to a point; thence leaving said point S  $14^{\circ}16'00''$ E a distance of 15.00 feet to a point on the Northerly Right-of-way of Lemon Street; thence leaving said point along the Right-of-way of Lemon Street S  $75^{\circ}44'00''$ W a distance of 70.00 feet to the point of beginning.

Containing: 2437 S.F. of Land More or Less.

EXHIBIT "A"

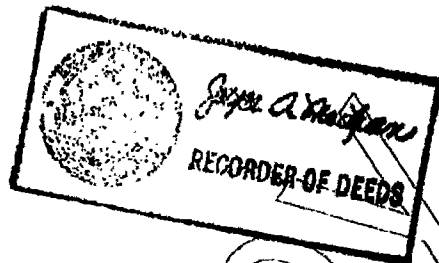
BK 4651 PG 0756



REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT FOR THROUGH LANDS OF RONALD J. AND ANNETTE C. FISCHER VILLAGE OF POMEROY SADSBUY TOWNSHIP	
SADSBUY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=50'	JULY 6, 1999
HERBERT E. MacCOMBE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK 4651 PG0757

EXHIBIT "B"



10/14/1999 11:17:54 A.M. INST NO: 0083340  
CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS  
RECEIPT NO: 0037821

MISCELLANEOUS	\$20.00
CO REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT - MISCELLANEOUS	\$5.50

---

TOTAL FOR 0083340 \$22.50

Official Copy

RETURN TO

Lamb, Grindle + McElroy  
P.O. Box 565  
West Chester, Pa

19-381

BK4651PG0758

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 23<sup>rd</sup> day of August, 1999, between Lawrence & Julia Van Dyke (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 L35, Page 142.

**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:**

*Julia Van Dyke*  
\_\_\_\_\_

**ATTEST:**

*[Signature]*  
\_\_\_\_\_  
Secretary

**GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS**

*[Signature]*  
\_\_\_\_\_  
Chairman

Unofficial

BK4640PG0681

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 23 day of August, 1999, before me, the undersigned officer,  
personally appeared Julia Ann Van Dyke 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

BK4640PG0682

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 22 day of SEPTEMBER, 1999, before me, the undersigned officer, personally appeared LWA NYER and MIL 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

BK 4640PG0683

610-356-9550  
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 LAWRENCE VAN DYKE AND JULIA VAN DYKE SADSBURY TOWNSHIP, CHESTER COUNTY, PA.

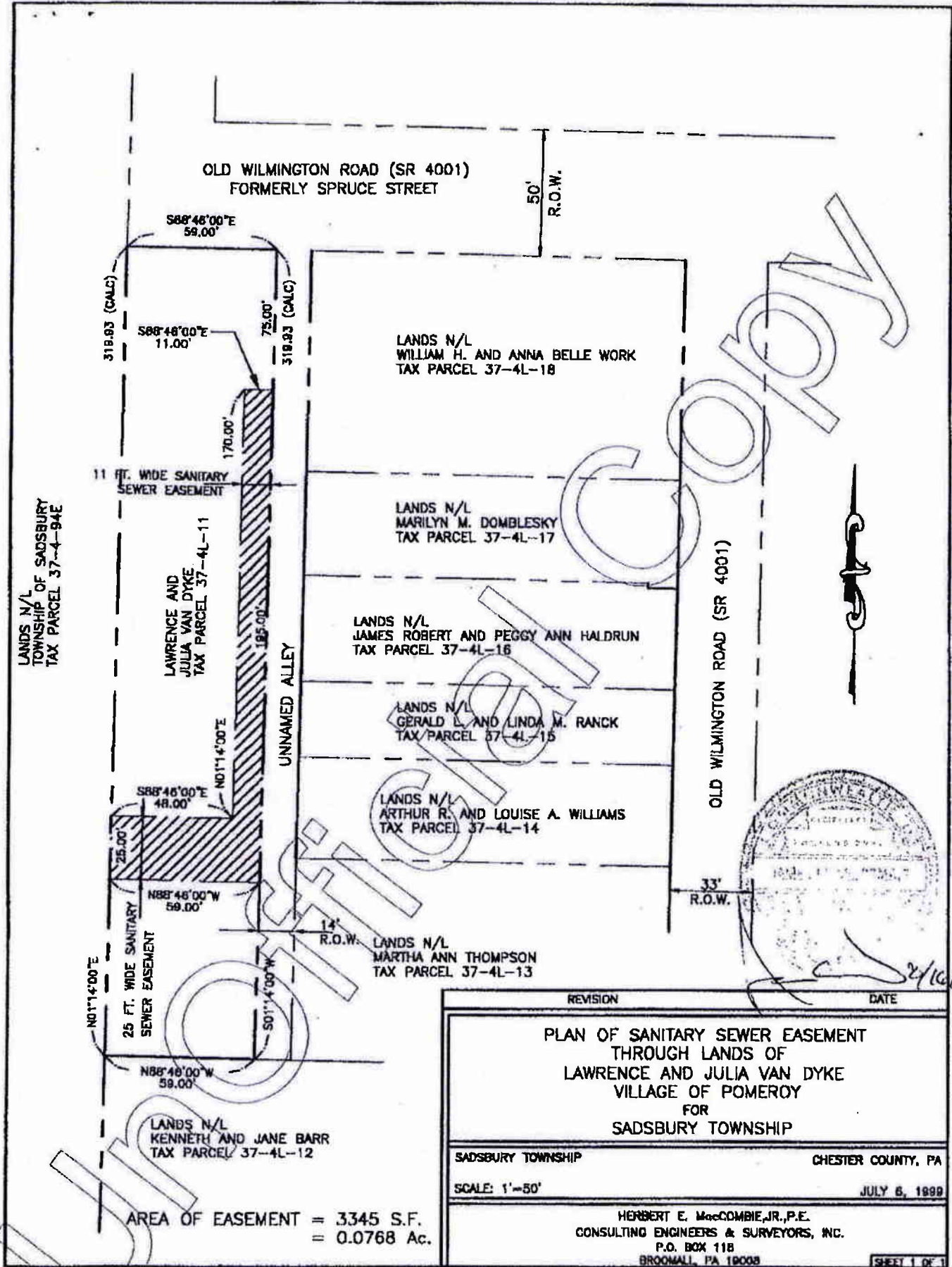
ALL THAT CERTAIN Twenty-Five feet wide and Eleven feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through lands of Lawrence Van Dyke and Julia Van Dyke" prepared by Herbert 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 an unnamed Alley Fourteen feet wide said point being S 01°14'00"W at a distance of 75.00 feet from the intersection of the Westerly Right-of-way line of said unnamed Alley and the Southerly Right-of-way line of Old Wilmington Road, (SR 4001) formerly Spruce Street Fifty feet wide; thence leaving said point of beginning along the Westerly Right-of-way line of said unnamed Alley S 01°14'00"W a distance of 195.00 feet to a point on the Westerly Right-of-way line of said unnamed Alley; Thence leaving said Westerly Right-of-way line of said unnamed Alley through Lands N/L of Lawrence Van Dyke and Julia Van Dyke N 88°46'00"W a distance of 59.00 feet to a point on the line dividing Lands N/L of Van Dyke and Lands N/L of the Township of Sadsbury, thence leaving said point along the line dividing Lands N/L of Van Dyke and Lands N/L of the Township of Sadsbury N 01°14'00"E a distance of 25.00 feet to a point on said line dividing Lands N/L of Van Dyke and Lands N/L of the Township of Sadsbury; thence leaving said point through Lands of Van Dyke S 88°46'00"E a distance of 48.00 feet to a point; thence leaving said point N 01°14'00"E a distance of 170.00 feet to a point; thence leaving said point S 88°46'00"E a distance of 11.00 feet to the point of beginning.

Containing: 3,345.00 S.F. of Land More or Less.

EXHIBIT "A"

BK4640PG0684



AREA OF EASEMENT = 3345 S.F.  
 = 0.0768 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT            THROUGH LANDS OF            LAWRENCE AND JULIA VAN DYKE            VILLAGE OF POMEROY            FOR            SADSBUURY TOWNSHIP</b>	
SADSBUURY 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	

BK 4640PG0685

EXHIBIT "B"



DATE: 09/23/1999 TIME: 03:39P INST NO.: 78181

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

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

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

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

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

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

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

BK4640PG0686

**RIGHT-OF-WAY-AGREEMENT**

2  
AGREEMENT made this 23<sup>rd</sup> day of August, 1999, between Andrew O. & Verna E. Fredrich (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 P40, Page 610, Deed Book V37, Page 871 and Deed Book T18, Page 107.

**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;

BK4640PG0671

(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.

BK4640PG0672

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

GRANTOR:

Verna E. Prud'homme

\_\_\_\_\_

ATTEST:

Donny  
Secretary

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

Mark A. ...  
Chairman

Unofficial Copy

BK4640PG0673

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 23<sup>rd</sup> day of Aug, 1999, before me, the undersigned officer,  
personally appeared Jana C. Freedman 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.

Gail L. Hilton  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
GAIL L. HILTON, Notary Public  
Parkesburg Boro, Chester County  
My Commission Expires Dec. 26, 2000

BK4640PG0674

STATE OF PENNSYLVANIA

ss  
COUNTY OF CHESTER:

On this 23<sup>rd</sup> day of September 1999, before me, the undersigned officer,  
personally appeared L.A. Meyer and Neil Neenan 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 Copy

BK4640PG0675

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 ANDREW O. FRIEDRICH AND VERNA E. FRIEDRICH SADSBURY TOWNSHIP, CHESTER COUNTY, PA

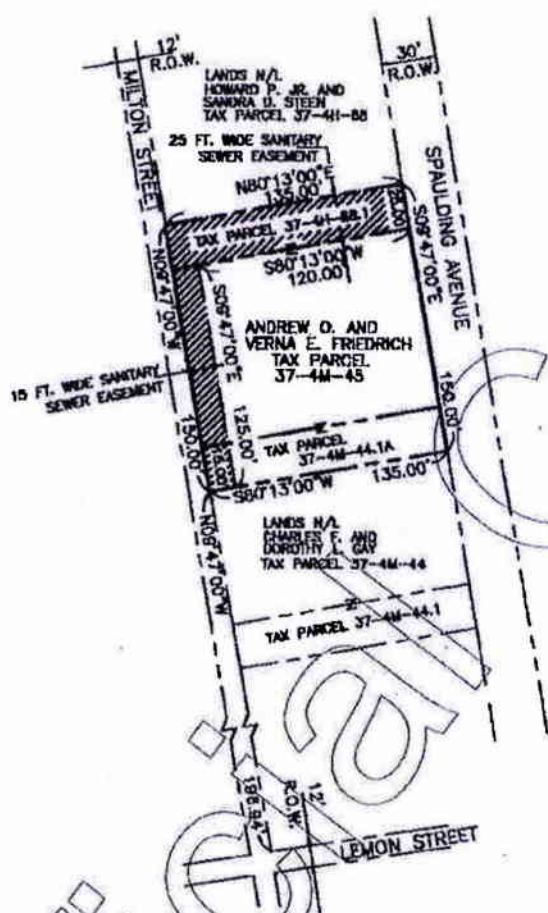
ALL THAT CERTAIN Fifteen (15) feet wide and Twenty-five (25) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, Through Lands of Andrew O. Friedrich and Verna E. Friedrich," 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 Milton Street, Twelve (12) Feet wide, at a distance of 196.94 feet measured N 09°47'00"W along the said side of Milton Street from the intersection with the Northerly side of Lemon Street, Twelve (12) feet wide, said point of beginning also being on the line dividing lands N/L of Friedrich and lands N/L of Charles F. and Dorothy L. Gay; thence extending from said point and place of beginning, along the said side of Milton Street, N 09°47'00"W a distance of 150.00 feet to a point on the line dividing lands N/L of Friedrich and lands N/L of Howard P. and Sandra D. Steen; thence extending from said point and leaving the said side of Milton Street along the line of said lands N 80°13'00"E a distance of 135.00 feet to a point on the Westerly side of Spaulding Avenue, Thirty (30) feet wide; thence extending from said point, along the said side of Spaulding Avenue 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 Spaulding Avenue along the Southerly line of the Twenty-five (25) feet wide sanitary sewer easement S 80°13'00"W a distance of 120.00 feet to a point; thence extending from said point, along the Easterly side of the Fifteen (15) feet wide sanitary sewer easement S 09°47'00"E a distance of 125.00 feet to a point on the aforementioned line dividing lands of Friedrich and lands of Gay; thence extending from said point, along the line of said lands S 80°13'00"W a distance of 15.00 feet to the first mentioned point and place of beginning.

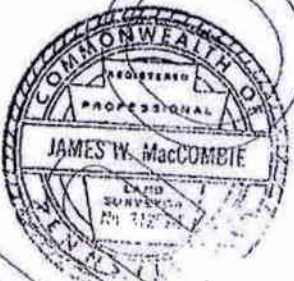
Containing: 5250-S.F. of Land More or Less

EXHIBIT "A"

BK 4640PG0676



AREA OF EASEMENT = 5250 S.F.  
 = 0.1205 Ac.



8/16/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF ANDREW O. AND VERNA E. FRIEDRICH VILLAGE OF POMEROY FOR SADSBUURY TOWNSHIP	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=100'	JULY 8, 1999
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4640PG0677

EXHIBIT "B"



*Joseph A. Metzger*  
RECORDER OF DEEDS

DATE: 09/23/1999 TIME: 03:39P INST NO.: 78180

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

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

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

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

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

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

*Lamb, Winkle & McErlane  
Pg But 565  
West Chester Pa 19381*

BK4640PG0678

17  
2

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 9 day of SEPT, 1999, between Robert & Nancy R. Perry (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 B28, Page 254.

**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. *R.P. NRP*

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 4640PG0660

- (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 4640PG0661

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

GRANTOR:

Robert Perry  
Nancy Perry

ATTEST:

[Signature]  
Secretary

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

[Signature]  
Chairman

We have signed this agreement with the understanding that the six (6) trees and storage building will not be removed or damaged.

Unofficial Copy

BK4640PG0662

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 9 day of SEPTEMBER, 1999, before me, the undersigned officer,  
personally appeared ROBERT PERRY 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

BK4640PG0663

STATE OF PENNSYLVANIA

SS

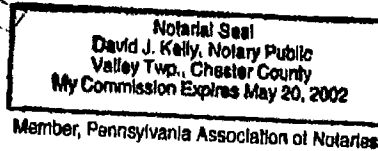
COUNTY OF CHESTER:

On this 22 day of SEPTEMBER, 1999, before me, the undersigned officer, personally appeared LVA MYRO and Neil Whittman 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:



Unofficial

BK 464 OPG0664

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. MacComble, P.E., P.L.S.  
Herbert E. MacComble, III, Technician

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

August 5, 1999

### DESCRIPTION OF SANITARY SEWER EASEMENT LANDS N/L ROBERT PERRY AND NANCY R. PERRY SADSBURY TOWNSHIP, CHESTER COUNTY, PA.

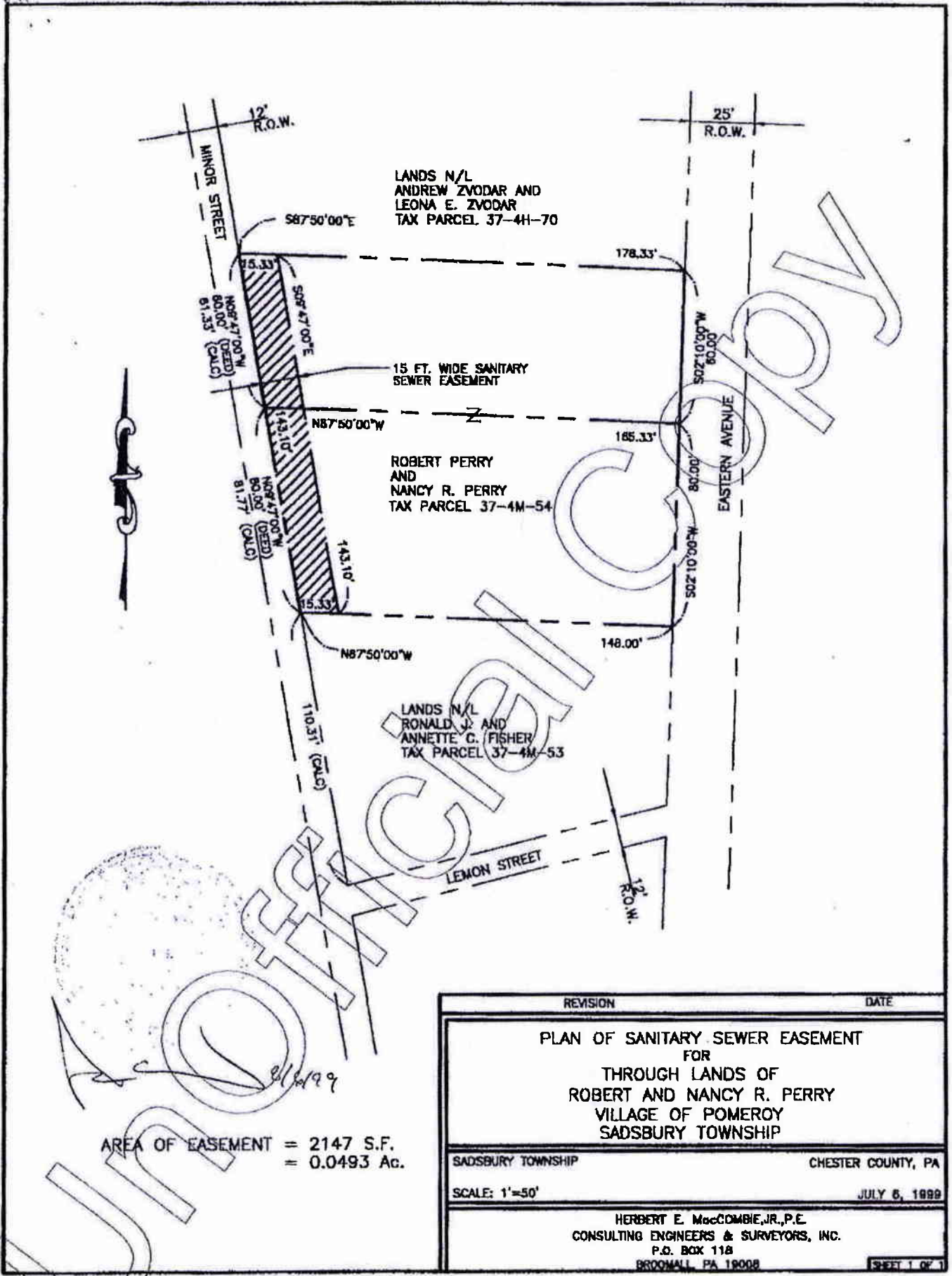
**ALL THAT CERTAIN** Fifteen feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement, through lands of Robert Perry and Nancy R. Perry" prepared by Herbert E. MacCombie, Jr., 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 feet wide, said point being  $N 09^{\circ}47'00''W$  a distance of 110.31 feet from the intersection of the Northerly Right-of-way line of Lemon Street, Twelve feet wide, and the Easterly Right-of-way line of Minor Street, Twelve feet wide, said point also being at the intersection of the Easterly Right-of-way line of Minor Street and the line dividing the Lands N/L of Robert Perry and Nancy R. Perry; and the Lands N/L of Ronald J. and Annette C. Fischer thence leaving said point and place of beginning along the Easterly Right-of-way-line of Minor Street  $N 09^{\circ}47'00''W$  a distance of 143.10 feet to a point on the Right-of-way line at the intersection of the line dividing Lands N/L of Perry and Land N/L Andrew Zvodar and Leona E. Zvodar; thence leaving said point along the line dividing Lands N/L Perry and Lands N/L of Zvodar  $S 87^{\circ}50'00''E$  a distance of 15.33 feet to a point on the line dividing Lands N/L of Perry and Lands N/L of Zvodar; thence leaving said point through the Lands N/L of Perry  $S 09^{\circ}47'00''E$  143.10 feet to a point on the line dividing Lands N/L of Perry and Lands N/L of Fischer; thence leaving said point along the line dividing Lands N/L of Perry and Lands N/L of Fischer  $N 87^{\circ}50'00''W$  a distance of 15.33 feet to the place of beginning.

Containing: 2147 S.F. of Land More or Less.

EXHIBIT "A"

BK4640PG0665



AREA OF EASEMENT = 2147 S.F.  
 = 0.0493 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT            FOR            THROUGH LANDS OF            ROBERT AND NANCY R. PERRY            VILLAGE OF POMEROY            SADBURY TOWNSHIP</b>	
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	

BK4640PG0666

EXHIBIT "B"



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78179

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, Winkle & McErlane  
Pg Box 565  
West Chester Pa 19381

BK 464 OPG0667

13. 0  
3 1 0

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 16<sup>th</sup> day of September, 1999, between Pomeroy Partnership (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 3844, Page 763.

**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 4640PG0644

- (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.

BK4640PG0645

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

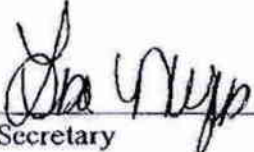
GRANTOR:

POMEROY PARTNERSHIP

By:


  
GENERAL PARTNER

ATTEST:

  
Secretary

GRANTEE:

SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman

Unofficial Copy

BK4640PG0646

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 16<sup>th</sup> day of Sept., 1999, before me, the undersigned officer,  
personally appeared Joseph J. Clidewilla 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

BK4640PG0647

STATE OF PENNSYLVANIA

ss

COUNTY OF CHESTER:

On this 20<sup>th</sup> day of September, 1999, before me, the undersigned officer, personally appeared LWA MYER and Neil NIMMAN 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

BK 4640PG0648

610-358-9550  
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 POMEROY PARTNERSHIP, L.P.  
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 Pomeroy Partnership, L.P." 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:

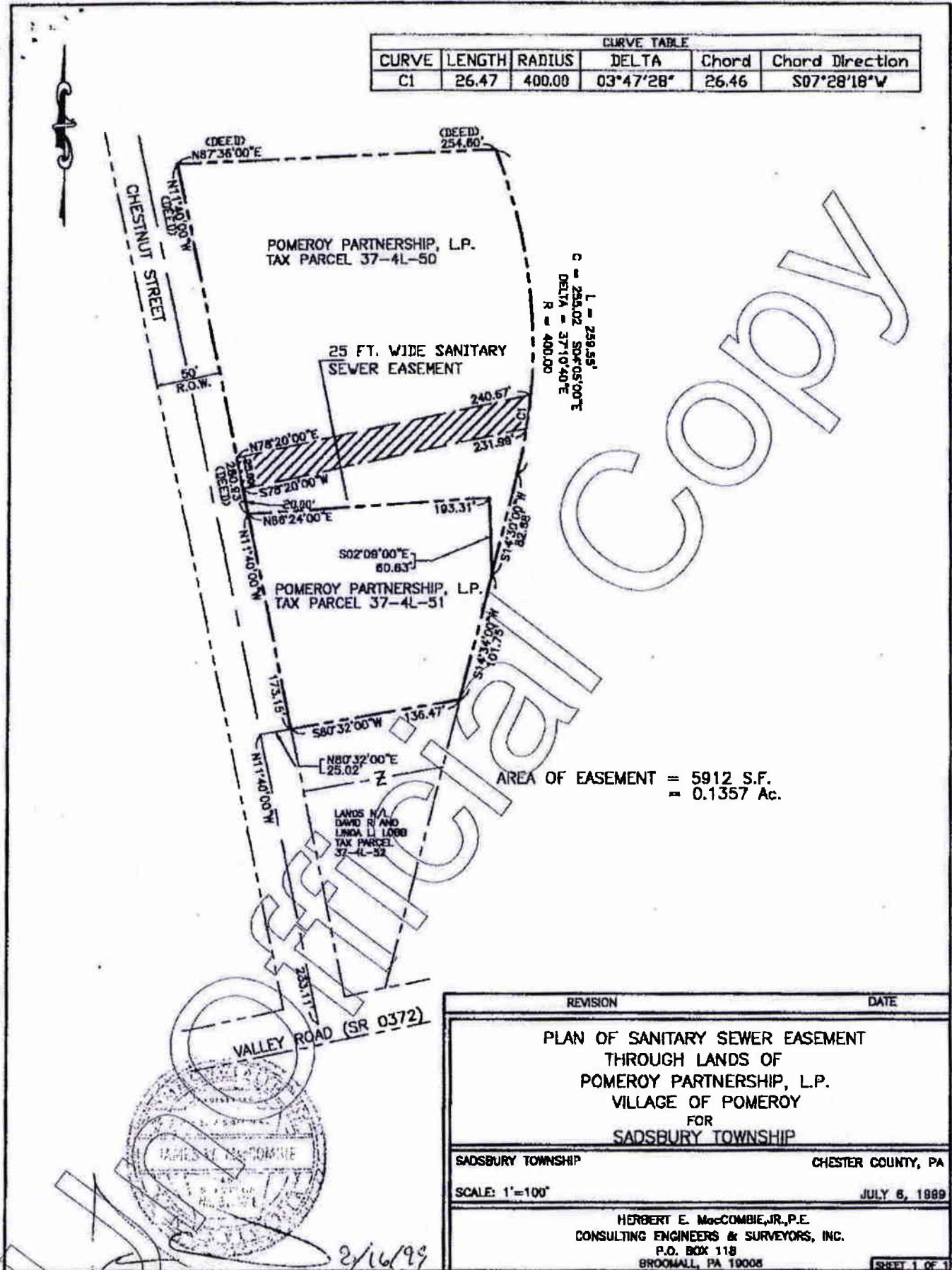
**BEGINNING** at a point on the Easterly Right of way line of Chestnut Street, Fifty (50) feet wide, said point being further described from a point at the intersection of the centerline of Valley Road Thirty Three (33) feet wide and the centerline of Chestnut Street by the following three (3) courses 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 the Easterly Right of way line of Chestnut Street, 3.) N 11°40'00"W along the Easterly Right of way line of Chestnut Street a distance of 193.15 to the point of beginning; thence extending from said point and place of beginning, continuing along the said Easterly side of Chestnut Street N 11°40'00"W a distance of 25.00 feet to a point; thence extending from said point through the Lands of Pomeroy Partnership, L.P. N 78°20'00"E a distance of 240.67 feet to a point along a curve, said curve being the Westerly Right-of-way line of Lands now or late of the Pomeroy and Newark Railroad; thence extending from said point, along the arc of a circle, curving to the right, in a Southwesterly direction, having a radius of 400.00 feet the arc distance of 26.47 feet (Chord Bearing: S 07°28'18"W; 26.46') to a point; thence extending from said point and leaving the line of said Right-of-way through the said Lands of Pomeroy Partnership S 78°20'00"W a distance of 231.99 feet to the first mentioned point and place of beginning.

Containing: 5912 S.F. of Land More or Less.

EXHIBIT "A"

BK 4640PG0649

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	Chord	Chord Direction
C1	26.47	400.00	03°47'28"	26.46	S07°28'18"W



C = 255.02  
 DELTA = 37°10'40"  
 R = 400.00

AREA OF EASEMENT = 5912 S.F.  
 = 0.1357 Ac.

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF POMEROY PARTNERSHIP, L.P. VILLAGE OF POMEROY FOR SADSBRURY TOWNSHIP	
SADSBRURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=100'	JULY 6, 1989
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4640PG0650

EXHIBIT "B"



DATE: 09/23/1999 TIME: 03:26P INST NO.: 78177

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, Winkle & McElane  
P O Box 565  
West Chester Pa 19381

BK4640PG0651

Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF JAMES W. ANDERSON AND  
DOROTHY M. ANDERSON

NO. 99-10261

IN REM

NOTICE OF CONDEMNATION

The Notice of Condemnation is filed by Sadsbury Township, Condemnor, pursuant to §404 of the Eminent Domain Code of Pennsylvania, 16 P.S. §1-404.

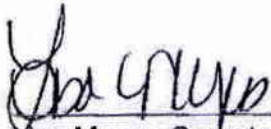
1. The Declaration of Taking was filed at No. 99-10261 in the Office of the Prothonotary of Chester County on December 8, 1999. A copy of the Declaration of Taking, with exhibits, is attached hereto.
2. The Condemnor is Sadsbury Township, Ramsey Alley, P.O. Box 261, Sadsburyville, Chester County, PA 19369.
3. The names of the Condemnees are James W. Anderson and Dorothy M. Anderson with an address of 1948 Valley Road, Pomeroy, PA 19367.
4. A description of the property condemned sufficient for identification thereof is found in the attached Declaration of Taking as Exhibit "A."

5. The purpose of the condemnation is the acquisition of a public sanitary sewer easement as shown and described in the Declaration of Taking, and attachments thereto.

SADSBURY TOWNSHIP

By:   
Chairman, Board of Supervisors

ATTEST:

  
Lisa Myers, Secretary

Unofficial Copy

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CHESTER

On this 8<sup>th</sup> day of December 1999, personally appeared before me, the undersigned notary public, Neil H. Heineman, who acknowledged himself to be the Chairman of the Board of Supervisors of Sadsbury Township, and as such Chairman, acknowledged that he is authorized to execute the foregoing document on behalf of the Township for the purpose therein contained and desires the same to be recorded on behalf of the Township.

  
Notary Public

My commission expires:

Notarial Seal  
Kathleen M. Lyons, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Apr. 17, 2003  
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF JAMES W. ANDERSON AND  
DOROTHY M. ANDERSON

NO. 10261 OF 1999

IN REM

DECLARATION OF TAKING

Sadsbury Township, by and through its attorneys Lamb, Windle & McErlane, P.C., files this Declaration of Taking pursuant to the Pennsylvania Eminent Domain Code, 26 P.S. §1-402(b).

1. The name of the Condemnor is Sadsbury Township with an address of Ramsey Alley, P.O. Box 261, Sadsburyville, Chester County, PA 19369.
2. The names of the Condemnees are James W. Anderson and Dorothy M. Anderson, with an address of 1948 Valley Road, Pomeroy, PA 19367.
3. The Pennsylvania statutes which authorize this condemnation are the General Municipal Law at 53 P.S. §1081 and 1671, and the Second Class Township Code 53 P.S. §67301-67332.
4. This condemnation was authorized by resolution adopted by a majority of the Board of Supervisors of Sadsbury Township on December 7, 1999, a copy of which is attached hereto as Exhibit "A" and made a part hereof.
5. The purpose of the condemnation is the acquisition of a public sanitary

BK4681PG1812

sewer upon and across certain lands all as shown on Exhibit "B" hereto made a part hereof ("Easement").

6. The Easement which is the subject matter of this Declaration of Taking is located on that real estate owned by the Condemnees more fully described in Chester County Deed Book B 50, page 150, which property is also known as 1998 Tax Map Parcel 37-4L-62.1. A plan showing the property condemned is on this same day being filed in the Office of the Recorder of Deeds of Chester County as Exhibit "A" to the Notice of Taking.

7. The nature of the title acquired is an easement.

8. A plan showing the property condemned may be inspected in the offices of the Condemnor at Ramsey Alley, Sadsburyville, PA 19369.


9. Just compensation is secured by a pledge of revenues of Sadsbury Township. Condemnor has the power of taxation and is not required to file a bond under §403 of the Eminent Domain Code, 26 P.S. §1-403(b).

SADSBURY TOWNSHIP

By: 

Chairman, Board of Supervisors

ATTEST:

  
Lisa Myers, Secretary

LAMB, WINDLE & McERLANE, P.C.

By: 

Vincent M. Pompo

**SADSBURY TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 1999-16**

**A RESOLUTION AUTHORIZING THE CONDEMNATION AND ACQUISITION OF A SANITARY SEWER EASEMENT THROUGH A PORTION OF CERTAIN LANDS NOW OR LATE OF JAMES W. ANDERSON AND DOROTHY M. ANDERSON (TAX PARCEL NO. 37-4L-62.1) WITHIN THE TOWNSHIP OF SADSBURY, CHESTER COUNTY, FOR THE PURPOSE OF PUBLIC SEWER IMPROVEMENTS.**

**WHEREAS**, the Pennsylvania Department of Environmental Protection, the Chester County Department of Health and the Township of Sadsbury, after extensive investigation, inquiry and analysis, have determined that portions of the Village of Pomeroy within the Township are in need of public sewers in order to address and correct documented public health, welfare, safety and environmental concerns; and

**WHEREAS**, the Board of Supervisors of the Township has determined that it is in the public interest and for the benefit of the public and for the present and future use of the Township's citizens to undertake the construction of public sewers to serve portions of the Village of Pomeroy (the "Pomeroy Sanitary Sewer Construction Project"); and

**WHEREAS**, portions of some twenty-one (21) properties, privately owned, will be needed for or affected by such construction of the Pomeroy Sanitary Sewer Construction Project; and

**WHEREAS**, permanent acquisitions of sanitary sewer easements for sewer purposes will be necessary for the construction of the Pomeroy Sanitary Sewer Construction Project; and

**WHEREAS**, while most of the owners of the twenty-one affected properties, recognizing the public and private benefits of the Pomeroy Sanitary Sewer Construction Project have already agreed to convey the necessary easements to the Township for nominal consideration, others have not and it is necessary for the purposes of efficiently going forward with construction that all of the necessary properties are legally available for the construction of the Pomeroy Sanitary Sewer Construction Project.

EXHIBIT "A"

BK4681PG1814

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Board of Supervisors of Sadsbury Township, Chester County, Commonwealth of Pennsylvania, as follows:

1. The Township Solicitor are hereby authorized and directed to proceed by means of filing a Declaration of Taking and necessary auxiliary documents to acquire pursuant to the power of Eminent Domain and for the public purpose of laying, constructing, replacing, renewing, repairing, and maintaining, said sanitary sewer pipeline and its 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, in, on, to, upon and over, a portion of certain lands as more specifically described in Exhibit A attached hereto and incorporated by reference as it set forth fully herein, now or late of James W. Anderson and Dorothy M. Anderson, known as, being Tax Parcel No. 37-4L-62.1, and being the property identified by the "Area of Easement" in the Plan of Sanitary Sewer Easement prepared by Herbert E. MacCombie, Jr., P.E., dated July 6, 1999, attached hereto as Exhibit B and incorporated by reference as if set forth fully herein, and containing 8538 square feet more or less, including but not limited to, any and all rights, covenants, restrictions, easements and rights of way as may be necessary and convenient for the full enjoyment and use of said public sanitary sewer easement.

2. The Township Solicitor is further authorized to take such action as may be necessary and appropriate to take such additional action, including negotiating with the owners; accepting easements or easements in lieu of condemnation; making payment of estimated just compensation, if any, in such amounts as may be determined to be appropriate; and engaging such consultants, appraisers, engineers and others as may deem necessary and appropriate to acquire said sanitary sewer easement.

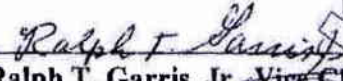
2. All prior actions of the Township, Township Board of Supervisors, Township Solicitor, and Township employees and consultants with respect to acquisition of the easement, and all matters relevant thereto, are hereby approved, confirmed and ratified. The Township Solicitor is authorized and directed to take all such action as may be necessary and appropriate to implement this Resolution.

3. This Resolution is effective immediately.

RESOLVED this 7th day of December, 1999.

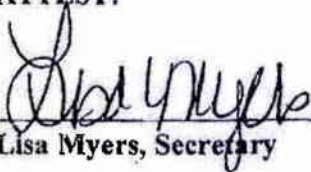
**BOARD OF SUPERVISORS OF  
SADSBURY TOWNSHIP**

  
Neil H. Heinemann, Chairman

  
Ralph T. Garris, Jr., Vice Chairman

  
Terry L. Francis, Member

ATTEST:

  
Lisa Myers, Secretary

Unofficial

**EXHIBIT "A"**

[being the legal description of sanitary sewer easement through lands n/1 of James W. Anderson and Dorothy M. Anderson, Sadsbury Township, Chester County, PA prepared by Herbert E. MacCombie, Jr., P.E., dated August 25, 1999]

Unofficial Copy

# 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 JAMES W. ANDERSON AND DOROTHY M. ANDERSON  
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 James W. Anderson and Dorothy M. Anderson" 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 Northerly side of a certain Twenty (20) feet wide public Alley known as Lemon Street, said point being the Southeasterly corner of Lands now or late of James W. and Dorothy M. Anderson and the Southwesterly corner of Lands now or late of John E. and Melissa S. Caron; thence extending from said point and place of beginning, along the Northerly side of the said Alley S  $78^{\circ}54'00''$  W a distance of 25.02 feet to a point; thence extending from said point and leaving the Northerly side of the said Alley, through the said Lands of Anderson, along the Westerly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement N  $08^{\circ}52'00''$  W a distance of 224.86 feet to a point; thence extending from said point and continuing through the said Lands of Anderson, along the Southerly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement, S  $80^{\circ}31'16''$  W a distance of 50.77 feet to a point along a curve, said curve being the Easterly Right-of-way line of Lands now or late of the Pomeroy and Newark Railroad; thence extending from said point, along the Easterly side of the said Right-of-Way, on the arc of a circle, curving to the right in a Northeasterly direction, having a radius of 672.00 feet, the arc distance of 30.41 feet (Chord Bearing:  $25^{\circ}13'27''$  E; 30.41') to a point; thence extending from said point and leaving the Easterly side of the said Right-of-way, through the said lands of Anderson, along the Northerly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement, N  $80^{\circ}31'16''$  E a distance of 33.72 feet to a point; thence extending from said point and continuing through the said Lands of Anderson, along the Westerly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement and partly crossing the bed of Wallace Avenue, apparent width Twenty-Four (24) feet, N  $08^{\circ}52'00''$  W a distance of 43.22 feet to a point along a curve, said curve being the Easterly side of the aforementioned Railroad Right-of-way; thence extending from said point, along the Easterly side of the said Right-of-way, on the arc of a circle, curving to the right in a Northeasterly direction, having a radius of 672.00 feet, the arc distance of 9.44 feet (Chord Bearing: N  $31^{\circ}37'21''$  E; 9.44') to a point; thence extending from said point and leaving the

Easterly side of the said Right-of-way, through the said Lands of Anderson, N 78°54'00"E a distance of 18.88 feet to a point on the line dividing the said Lands of Anderson and Lands now or late of Alton L. Crothers; thence extending from said point, re-crossing the bed of the said Wallace Avenue, along the said line of Lands of Anderson and Lands of Crothers and the aforementioned Lands of Caron, being the Easterly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement S 08°52'00"E a distance of 300.02 feet to the first mentioned point and place of beginning.

Containing: 8538 S.F. of Land More or Less.

Unofficial Copy

BK4681PG1819

**EXHIBIT "B"**

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

N78°54'00"E 18.88'  
 R=672.00' (DEED)  
 A=9.44'  
 DELTA=00°48'19"  
 C=9.44' N31°37'21"E  
 N08°52'00"W 43.22'  
 N80°31'16"E 33.72'  
 R=672.00' (DEED)  
 A=30.41'  
 DELTA=02°35'35"  
 C=30.41' N25°13'27"E  
 S80°31'16"W 50.77'  
 R=672.00' (DEED)  
 A=401.70' (DEED)  
 A=207.31' (CALC)

LANDS N/L JOSEPH J. &  
 TERRY L. DISCULLO  
 TAX PARCEL 37-41-1.1

JAMES W. &  
 DOROTHY M. ANDERSON  
 TAX PARCEL 37-41-62.1

LANDS N/L JOHN E. &  
 MELISSA S. ORSON  
 TAX PARCEL 37-41-51.2  
 320.18'

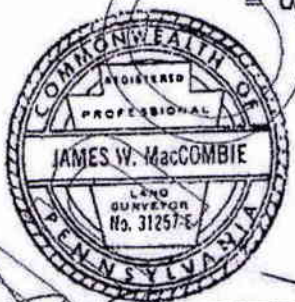
LANDS N/L ALTON L. &  
 MAE W. CROTHERS  
 37-41-54  
 37-41-57  
 37-41-57.1  
 37-41-58

LEMON STREET

24.00'  
 APPARENT WALLACE ALLEY  
 R.O.W.

25.00'  
 SANITARY  
 SEWER EASEMENT

AREA OF EASEMENT = 8538 S.F.  
 = 0.1960 Ac.



8/31/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF JAMES W. AND DOROTHY M. ANDERSON VILLAGE OF POMEROY FOR SADSBUURY TOWNSHIP	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=100'	JULY 8, 1999
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4681PG1821

**EXHIBIT "B"**

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

EXHIBIT "B"

BK4681PG1822

N78°54'00"E 18.88'  
 R=672.00' (DEED)  
 A=9.44'  
 DELTA=00°48'19"  
 C=9.44' N31°37'21"E

N08°52'00"W 43.22'  
 N80°31'16"E 33.72'

R=672.00' (DEED)  
 A=30.41'  
 DELTA=02°35'35"  
 C=30.41' N25°13'27"E

R=672.00' (DEED)  
 A=401.70' (DEED)  
 A=207.31' (CALC)

LANDS N/L JOSEPH J. &  
 TERRY L. DISCULLO  
 TAX PARCEL 37-4L-1.1

JAMES W. &  
 DOROTHY M. ANDERSON  
 TAX PARCEL 37-4L-62.1

LANDS N/L ALTON L. &  
 MAE W. CROTHERS  
 37-4L-54  
 37-4L-57  
 37-4L-57.1  
 37-4L-58

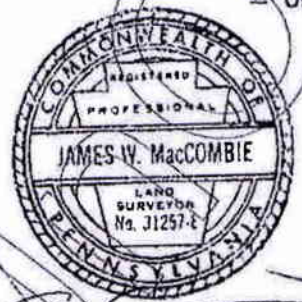
LANDS N/L JOHN E. &  
 MELISSA S. COYON  
 TAX PARCEL 37-4L-51.1

OTHER LANDS N/L  
 JAMES W. &  
 DOROTHY M. ANDERSON  
 TAX PARCEL 37-4L-62.1

24.00'  
 APPARENT WALLACE ALLEY  
 R.O.W.

LEMON STREET  
 20'  
 R.O.W.

AREA OF EASEMENT = 8538 S.F.  
 = 0.1960 Ac.



REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF JAMES W. AND DOROTHY M. ANDERSON VILLAGE OF POMEROY FOR SADSBUURY TOWNSHIP	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1"=100'	JULY 6, 1989
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK 4681 PG 1823



12/09/1999 03:01:29 P.M. INST NO: 0098881  
CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS  
RECEIPT NO: 0044728

MISCELLANEOUS	\$37.00
CO REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT - MISCELLANEOUS	\$1.50
<hr/>	
	\$39.50

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

BK4681PG1824

Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF ALTON L. CROTHERS, DECEASED

:  
:  
NO. 00-00478  
:  
:  
IN REM

NOTICE OF CONDEMNATION

The Notice of Condemnation is filed by Sadsbury Township, Condemnor, pursuant to §404 of the Eminent Domain Code of Pennsylvania, 16 P.S. §1-404.

1. The Declaration of Taking was filed at No. 00-00478 in the Office of the Prothonotary of Chester County on January 20, 2000. A copy of the Declaration of Taking, with exhibits, is attached hereto.

2. The Condemnor is Sadsbury Township, Ramsey Alley, P.O. Box 261, Sadsburyville, Chester County, PA 19369.

3. The names and addresses of the Condemnees are the beneficial owners of the lands of Alton L. Crothers, deceased, as follows:

Carrie M. Wilmott  
130 Caton Road  
Honey Brook, PA 19344-2156

Donald M. Crothers  
12 Baker Street  
Modena, PA 19358

BK4702PG2216

William P. Crothers  
2322 W. Harvard  
Visalia, CA 93277-2156

Granville W. Crothers  
1217 Highspire Road  
Lyndell, PA 19354-0308

Julia Ann Dickinson  
13 Abbey Road  
East Fallowfield, PA 19320-4245

Frances L. Coover  
1039 Brickyard Road  
Hollyview Park Lot #13  
Seaford, DE 19973-4493

Mary Jean Bruno  
1320 Greentree Lane  
West Chester, PA 19380-1316

Charles A. Crothers, Jr.  
R.D. 1 Box 35 Valley Road  
Christiana, PA 17509

Valarie Crothers  
R.D. 1 Box 35 Valley Road  
Christiana, PA 17509

Bradley Crothers  
R.D. 1 Box 35 Valley Road  
Christiana, PA 17509

Robert Lee Walleigh  
9510 Old Rte.22  
Bethel, PA 17509

Robert E. Crothers, Jr.  
134 Robert Evans Way  
Strasburg, PA 17579-9641

Gina Umile  
50 West Praecipi  
Cochranville, PA 19330

Charles R. Michael Linton  
Chester County Prison  
501 S. Wawaset Road  
West Chester, PA 19382

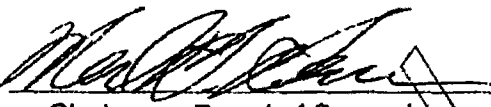
Michelle Crothers  
(no known address)

4. A description of the property condemned sufficient for identification thereof is found in the resolution authorizing the condemnation, attached to the Declaration of Taking as Exhibit "A" and made a part hereof.

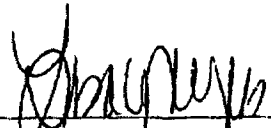
5. The purpose of the condemnation is the acquisition of a public sanitary sewer easement as shown and described in the Declaration of Taking, and attachments thereto.

Unofficial Copy

SADSBURY TOWNSHIP

By:   
Chairman, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Lisa Myers, Secretary

Unofficial Copy

COMMONWEALTH OF PENNSYLVANIA

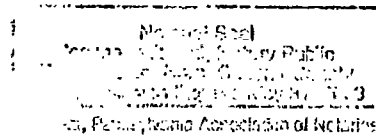
: ss

COUNTY OF CHESTER

On this 20<sup>th</sup> day of January, 2000, personally appeared before me, the undersigned notary public, Neil Heineman, who acknowledged himself to be the Chairman of the Board of Supervisors of Sadsbury Township, and as such Chairman, acknowledged that he is authorized to execute the foregoing document on behalf of the Township for the purpose therein contained and desires the same to be recorded on behalf of the Township.

Shannette R. Tice  
Notary Public

My commission expires:



INSTRUMENT NOT  
LEGIBLE AT TIME  
OF IMAGING

BK 4702 PG 2220

Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF ALTON L. CROTHERS, DECEASED

NO. 00-00478

IN REM

DECLARATION OF TAKING

Sadsbury Township, by and through its attorneys Lamb, Windle & McErlane, P.C., files this Declaration of Taking pursuant to the Pennsylvania Eminent Domain Code, 26 P.S. §1-402(b).

1. The name of the Condemnor is Sadsbury Township with an address of Ramsey Alley, P.O. Box 261, Sadsburyville, Chester County, PA 19369.
2. The names and addresses of the Condemnees, the beneficial owners of the lands of Alton L. Crothers, deceased, known to the Condemnor, are as follows:

Carrie M. Wilmott  
130 Caton Road  
Honey Brook, PA 19344-2156

Donald M. Crothers  
12 Baker Street  
Modena, PA 19358

BK 4702 PG 2221

William P. Crothers  
2322 W. Harvard  
Visalia, CA 93277-2156

Granville W. Crothers  
1217 Highspire Road  
Lyndell, PA 19354-0308

Julia Ann Dickinson  
13 Abbey Road  
East Fallowfield, PA 19320-4245

Frances L. Coover  
1039 Brickyard Road  
Hollyview Park Lot #13  
Seaford, DE 19973-4493

Mary Jean Bruno  
1320 Greentree Lane  
West Chester, PA 19380-1316

Charles A. Crothers, Jr.  
R.D. 1 Box 35 Valley Road  
Christiana, PA 17509

Valarie Crothers  
R.D. 1 Box 35 Valley Road  
Christiana, PA 17509

Bradley Crothers  
R.D. 1 Box 35 Valley Road  
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Robert Lee Walleigh  
9510 Old Rte.22  
Bethel, PA 17509

Robert E. Crothers, Jr.  
134 Robert Evans Way  
Strasburg, PA 17579-9641

Gina Umile  
50 West Praecip  
Cochranville, PA 19330

Charles R. Michael Linton  
Chester County Prison  
501 S. Wawaset Road  
West Chester, PA 19382

Michelle Crothers  
(no known address)

3. The Pennsylvania statutes which authorize this condemnation are the General Municipal Law at 53 P.S. §1081 and 1671, and the Second Class Township Code 53 P.S. §67301-67332.

4. This condemnation was authorized by resolution adopted by a majority of the Board of Supervisors of Sadsbury Township on December 22, 1999, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

5. The purpose of the condemnation is the acquisition of a public sanitary sewer easement upon and across certain lands all as shown on the Plan of Sanitary Sewer Easement attached to said resolution as Exhibit "B" and made a part hereof

("Easement").

6. The Easement which is the subject matter of this Declaration of Taking is located on that real estate owned by the Condemnees more fully described in Chester County Deed Book D 40, page 1055, which property is also known as 1998 Tax Map Parcels 37-4L-54, 37-4L-57 and 37-4L-57.1, and in Chester County Deed Book M 21, page 232, which property is also known as 1998 Tax Map Parcel 37-4L-58. A plan showing the property condemned is on this same day being filed in the Office of the Recorder of Deeds of Chester County as Exhibit "A" to the Notice of Taking.

7. The nature of the title acquired is an easement.

8. A plan showing the property condemned may be inspected in the offices of the Condemnor at Ramsey Alley, Sadsburyville, PA 19369.

9. Just compensation is secured by a pledge of revenues of Sadsbury Township. Condemnor has the power of taxation and is not required to file a bond under §403 of the Eminent Domain Code, 26 P.S. §1-403(b).

SADSBURY TOWNSHIP

By: 

Chairman, Board of Supervisors

ATTEST:

  
Lisa Myers, Secretary

LAMB, WINDLE & McERLANE, P.C.

By: 

Vincent M. Pompo

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Board of Supervisors of Sadsbury Township, Chester County, Commonwealth of Pennsylvania, as follows:

1. The Township Solicitor is hereby authorized and directed to proceed by means of filing a Declaration of Taking and necessary auxiliary documents to acquire pursuant to the power of Eminent Domain and for the public purpose of laying, constructing, replacing, renewing, repairing, and maintaining, said sanitary sewer pipeline and its 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, in, on, to, upon and over, a portion of certain lands as more specifically described in Exhibit A attached hereto and incorporated by reference as it set forth fully herein, now or late of Alton L. Crothers, Deceased, known as, being Tax Parcel Nos. 37-4L-54, 37-4L-57, 37-4L-57.1 and 37-4L-58, and being the property identified by the "Area of Easement" in the Plan of Sanitary Sewer Easement prepared by Herbert E. MacCombie, Jr., P.E., dated July 6, 1999, attached hereto as Exhibit B and incorporated by reference as if set forth fully herein, and containing 4503 square feet more or less, including but not limited to, any and all rights, covenants, restrictions, easements and rights of way as may be necessary and convenient for the full enjoyment and use of said public sanitary sewer easement.

2. The Township Solicitor is further authorized to take such action as may be necessary and appropriate to take such additional action, including negotiating with the owners; accepting easements or easements in lieu of condemnation; making payment of estimated just compensation, if any, in such amounts as may be determined to be appropriate; and engaging such consultants, appraisers, engineers and others as may deem necessary and appropriate to acquire said sanitary sewer easement.

3. All prior actions of the Township, Township Board of Supervisors, Township Solicitor, and Township employees and consultants with respect to acquisition of the easement, and all matters relevant thereto, are hereby approved, confirmed and ratified. The Township Solicitor is authorized and directed to take all such action as may be necessary and appropriate to implement this Resolution.

4. This Resolution is effective immediately.

RESOLVED this 25<sup>th</sup> day of December, 1999.

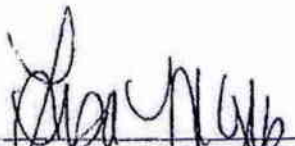
**BOARD OF SUPERVISORS OF  
SADSBURY TOWNSHIP**

  
Neil H. Heineman, Chairman

  
Ralph T. Garris, Jr., Vice Chairman

  
Terry L. Franciscus, Member

ATTEST:

  
Lisa Myers, Secretary

mun/vmp/st/stothers-condemntresolutn

BK 4702 PG 2227

810-366-0550  
FAX 610-366-5032

EXHIBIT B

# 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

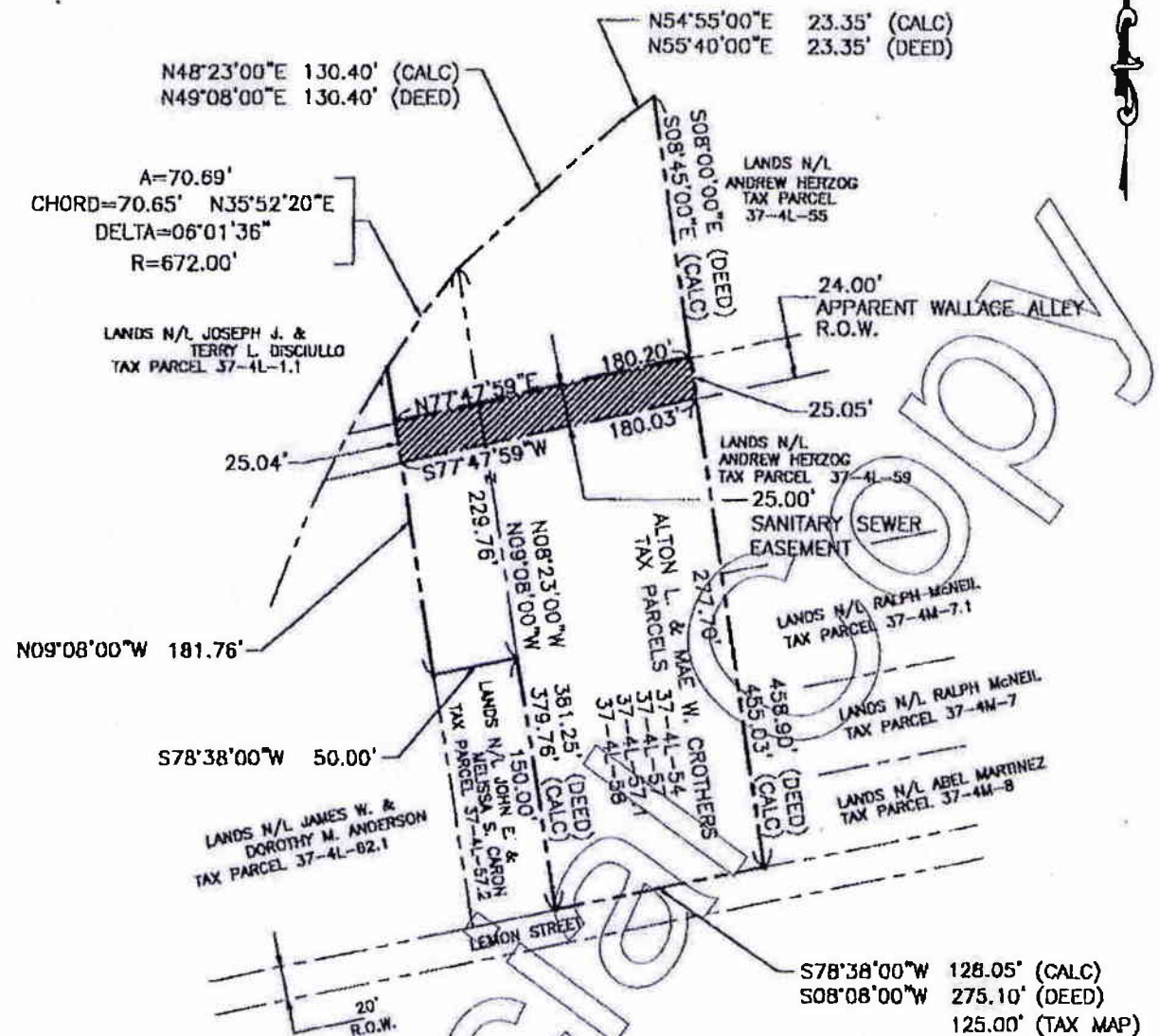
**DESCRIPTION  
OF SANITARY SEWER EASEMENT  
THROUGH  
LANDS N/L OF ALTON L. CROTHERS  
SADBURY TOWNSHIP, CHESTER COUNTY, PA.**

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 Alton L. Crothers" 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 at or near the Southerly side of Wallace Avenue, apparent width Twenty-Four (24) feet, said point being on the Easterly line of the Lands now or late of Alton L. Crothers and measured along the same, N 08°45'00"W a distance of 277.70 feet from a point being the Southeast corner of the said Lands of Crothers and the Southwest corner of the Lands now or late of Sandra J. and Abel Martinez, said point being on the Northerly side of a certain Twenty (20) feet wide Alley known as Lemon Street; thence extending from said point and place of beginning, leaving the line of said Lands, along the Southerly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement at or near the Southerly side of the said Wallace Avenue and through the said Lands of Crothers S 77°47'59"W a distance of 180.03 feet to a point on the Westerly line of the said Lands of Crothers and the Easterly line of the Lands now or late of James W. and Dorothy M. Anderson; thence extending from said point, along the line of said Lands and crossing the bed of Wallace Avenue N 09°08'00"W a distance of 25.04 feet to a point; thence extending from said point and leaving the line of said Lands, along the Northerly side of the Twenty-Five (25) feet wide Sanitary Sewer Easement, N 77°47'59"E a distance of 180.20 feet to a point along the Easterly line of the said Lands of Crothers; thence extending from said point, along the line of said Lands and re-crossing the bed of Wallace Avenue, S 08°45'00"E a distance of 25.05 feet to the first mentioned point and place of beginning.

Containing: 4503 S.F. of Land More or Less.

BK 4702 PG 2228



A=70.69'  
 CHORD=70.65' N35°52'20"E  
 DELTA=06°01'36"  
 R=672.00'

LANDS N/L JOSEPH J. &  
 TERRY L. DISCIULLO  
 TAX PARCEL 37-4L-1.1

LANDS N/L  
 ANDREW HERZOG  
 TAX PARCEL  
 37-4L-55

24.00'  
 APPARENT WALLAGE ALLEY  
 R.O.W.

LANDS N/L  
 ANDREW HERZOG  
 TAX PARCEL 37-4L-59

25.00'  
 SANITARY SEWER  
 EASEMENT

LANDS N/L RALPH McNEIL  
 TAX PARCEL 37-4M-7.1

LANDS N/L RALPH McNEIL  
 TAX PARCEL 37-4M-7

LANDS N/L ABEL MARTINEZ  
 TAX PARCEL 37-4M-8

LANDS N/L JAMES W. &  
 DOROTHY M. ANDERSON  
 TAX PARCEL 37-4L-62.1

LANDS N/L JOHN E. &  
 MELISSA S. CARON  
 TAX PARCEL 37-4L-57.2

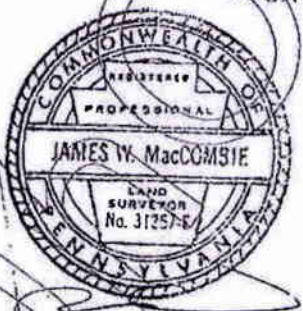
ALTON L. & MAE W. CROTHERS  
 TAX PARCELS  
 37-4L-54  
 37-4L-57  
 37-4L-58

N09°08'00"W 181.76'

S78°38'00"W 50.00'

S78°38'00"W 128.05' (CALC)  
 S08°08'00"W 275.10' (DEED)  
 125.00' (TAX MAP)

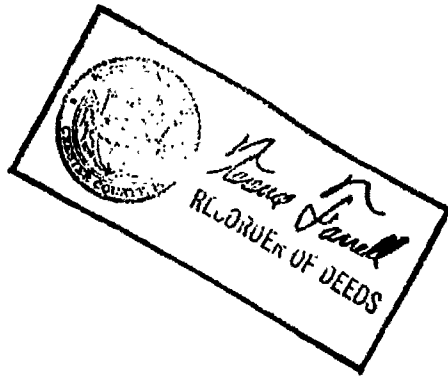
AREA OF EASEMENT = 4503 S.F.  
 = 0.1034 Ac.



2/3/99

REVISION	DATE
PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF ALTON L. AND MAE W. CROTHERS VILLAGE OF POMEROY FOR SADSBUURY TOWNSHIP	
SADSBUURY TOWNSHIP	CHIESTER COUNTY, PA
SCALE: 1"=100'	JULY 6, 1989
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS & SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA 19008	
SHEET 1 OF 1	

BK4702PG2229



01/20/2000 02:27:23 P.M. INST NO: 0005660  
CHESTER COUNTY, PA

OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO: 0002323

MISCELLANEOUS	\$21.00
CO REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT - MISCELLANEOUS	\$.50

-----  
\$23.50

Unofficial Copy

Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township



13/3  
RETURN TO

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF WILLIAM C. WHITE AND  
MICHELE A. WHITE

NO. 02-09299

IN REM

NOTICE OF CONDEMNATION

The Notice of Condemnation is filed by Sadsbury Township, Condemnor, pursuant to §404 of the Eminent Domain Code of Pennsylvania, 16 P.S. §1-404.

1. The Declaration of Taking was filed at No. 02-09299 in the Office of the Prothonotary of Chester County on November 15, 2002. A copy of the Declaration of Taking, with exhibits, is attached hereto.

2. The Condemnor is Sadsbury Township, Ramsey Alley, P.O. Box 261, Sadsburyville, Chester County, PA 19369.

3. The names and addresses of the Condemnees are William C. White and Michele A. White, with an address of 1907 Valley Road, Coatesville, PA 19320.

4. A description of the property condemned sufficient for identification thereof is found in the resolution authorizing the condemnation, attached to the Declaration of Taking as Exhibit "A" and made a part hereof.

5. The purpose of the condemnation is the acquisition of a public sanitary sewer easement as shown and described in the Declaration of Taking, and attachments thereto.

Municipal: rtm/st/Whitecondemndocs

BEING PART of UPI #37-4-105.1

10151576  
Page 1 of 13  
B-5460 P-147



Doc Id: 10151576  
Receipt #: 71111  
Rec Fee: 41.50

This Document Recorded  
11/15/2002  
03:40PM  
Doc Code: MSC Chester County, Recorder of Deeds Office

513

UPPER MERIDIAN

SADSBURY TOWNSHIP

By: Ralph T. Harris  
Chairman, Board of Supervisors

ATTEST:

Lisa Myers  
Lisa Myers, Secretary

Unofficial Copy



10151576  
Page 2 of 13  
B-5460 P-147

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CHESTER

On this 15<sup>th</sup> day of November, 2002, personally appeared before me, the undersigned notary public, Ralph J. James, who acknowledged himself to be the Chairman of the Board of Supervisors of Sadsbury Township, and as such Chairman, acknowledged that he is authorized to execute the foregoing document on behalf of the Township for the purpose therein contained and desires the same to be recorded on behalf of the Township.

Jeanette R. Telt  
Notary Public

My commission expires:

Notarial Seal  
Jeanette R. Telt, Notary Public  
West Chester Boro, Chester County  
My Commission Expires May 31, 2003  
Member, Pennsylvania Association of Notaries



10151576  
Page 3 of 13  
B-5460 P-147

# CHESTER COUNTY COURT OF COMMON PLEAS CIVIL COVER SHEET

Do not staple or attach on this side

1. CASE CAPTION: SADBURY TOWNSHIP  
Plaintiff

1A. CASE NO.: 02-09299

v.

WILLIAM C. WHITE, and  
MICHELE A. WHITE,  
Defendants

2. PLAINTIFF(s): (Name, address)  
Sadsbury Township  
Ramsey Alley  
P.O. Box 261  
Sadsburyville, PA 19369

3. PLAINTIFF'S COUNSEL:  
(Name, firm, address, telephone and attorney ID#)

Vincent M. Pompo, Esquire  
Atty I.D. #37714  
LAMB, WINDLE & McERLANE, P.C.  
24 East Market Street  
P.O. Box 565  
West Chester, PA 19381-0565

4. DEFENDANT(s): (Name, address)  
William C. White  
Michele A. White  
1907 Valley Road  
Coatesville, PA 19320

5. ARE THERE ANY RELATED CASES?  
(see C.C.R.C.P. 200B)

Yes  No

IF YES, SHOW CASE NOS. AND CAPTIONS:

6. IF THIS IS AN APPEAL FROM A DISTRICT JUSTICE JUDGMENT, WAS APPELLANT  PLAINTIFF OR  DEFENDANT IN THE ORIGINAL ACTION?

7. CASE CODE: 35 DESCRIPTION: (see reverse side) Eminent Domain - Declaration of Taking

8. IS THIS AN ARBITRATION CASE?  Yes  No  
(Arbitration Limit is \$50,000. See C.C.R.C.P. 1301.1)

### ARBITRATION CASES ONLY

An Arbitration hearing in this matter is scheduled for \_\_\_\_\_ at \_\_\_\_\_ in the Jury Lounge, Chester County Court House, West Chester, PA. The parties and their counsel are directed to report to the Juror's Lounge for an arbitration hearing in this matter on the date and time set forth above.

This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more of the parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial *de novo* on appeal from a decision entered by a judge.

### NOTICE OF TRIAL LISTING DATE

Pursuant to C.C.R.C.P. 249.3, if this case is not subject to compulsory arbitration it will be presumed ready for trial twelve (12) months from the date of the initiation of the suit and will be placed on the trial list one (1) year from the date the suit was filed unless otherwise ordered by the Court.

To obtain relief from automatic trial listing a party must proceed pursuant to C.C.R.C.P. 249.3(b), request an administrative conference and obtain a court order deferring the placement of the case on the trial list until a later date.

FILE WITH: Prothonotary of Chester County, 2 North High Street, Suite 130, P.O. Box 2748, West Chester, PA 19380-0991

THIS COVER SHEET IS REQUIRED BY C.C.R.P. 1018.1 (b) AND MUST BE SERVED UPON ALL OTHER PARTIES TO THE ACTION IMMEDIATELY AFTER FILING. SUBMIT ENOUGH COPIES FOR SERVICE

SEE REVERSE SIDE FOR CASE CODES AND DESCRIPTIONS (DETACH PRIOR TO FILLING OUT)

FILED  
02 NOV 15 PM 2:15

OFFICE OF THE  
PROTHONOTARY  
CHESTER CO. PA.

10151576  
Page 4 of 13  
B-5460 P-147



Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

FILED  
02 NOV 15 PM 2:15

OFFICE OF THE  
PUBLIC NOTARY  
CHESTER CO., PA.

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF WILLIAM C. WHITE AND  
MICHELE A. WHITE

NO. 02-

IN REM

DECLARATION OF TAKING

Sadsbury Township, by and through its attorneys Lamb, Windle & McErlane, P.C., files this Declaration of Taking pursuant to the Pennsylvania Eminent Domain Code, 26 P.S. §1-402(b).

1. The name of the Condemnor is Sadsbury Township with an address of Ramsey Alley, P.O. Box 261, Sadsburyville, Chester County, PA 19369.
2. The name and address of the Condemnees are William C. White and Michele A. White, with an address of 1907 Valley Road, Coatesville, PA 19320.
3. The Pennsylvania statutes which authorize this condemnation are the General Municipal Law at 53 P.S. §1081 and 1671, and the Second Class Township Code 53 P.S. §67301-67332.
4. This condemnation was authorized by resolution adopted by a majority of the Board of Supervisors of Sadsbury Township on November 4, 2002, a copy of which is attached hereto as Exhibit "A" and made a part hereof.
5. The purpose of the condemnation is the acquisition of a public sanitary sewer easement upon and across certain lands all as shown on the Plan of Sanitary Sewer Easement attached to said resolution as Exhibit "B" and made a part hereof



("Easement").

6. The Easement which is the subject matter of this Declaration of Taking is located on that real estate owned by the Condemnees more fully described in Chester County Deed Book 4223, page 696, which property is also known as Tax Map Parcel 37-4-105.1. A plan showing the property condemned is on this same day being filed in the Office of the Recorder of Deeds of Chester County as Exhibit "A" to the Notice of Taking.

7. The nature of the title acquired is an easement.

8. A plan showing the property condemned may be inspected in the offices of the Condemnor at Ramsey Alley, Sadsburyville, PA 19369.

9. Just compensation is secured by a pledge of revenues of Sadsbury Township. Condemnor has the power of taxation and is not required to file a bond under §403 of the Eminent Domain Code, 26 P.S. §1-403(b).

SADSBURY TOWNSHIP

By: Ralph T. Hauser  
Chairman, Board of Supervisors

ATTEST:

Lisa Myers  
Lisa Myers, Secretary

LAMB, WINDLE & McERLANE, P.C.

By: Vincent M. Pompo  
Vincent M. Pompo



10151576  
Page 6 of 13  
B-5460 P-147

11/15/2002 03:40P

**SADSBURY TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2002- 15**

**A RESOLUTION AUTHORIZING THE CONDEMNATION AND ACQUISITION OF A SANITARY SEWER EASEMENT THROUGH A PORTION OF CERTAIN LANDS NOW OR LATE OF WILLIAM C. AND MICHELE A. WHITE (TAX PARCEL NOS. 37-4-195.1) WITHIN THE TOWNSHIPS OF SADSBURY AND VALLEY, CHESTER COUNTY, FOR THE PURPOSE OF PUBLIC SEWER IMPROVEMENTS.**

**WHEREAS**, the Pennsylvania Department of Environmental Protection, the Chester County Department of Health and the Township of Sadsbury, after extensive investigation, inquiry and analysis, have determined that portions of the Village of Pomeroy within the Township are in need of public sewers in order to address and correct documented public health, welfare, safety and environmental concerns; and

**WHEREAS**, the Board of Supervisors of the Township has determined that it is in the public interest and for the benefit of the public and for the present and future use of the Township's citizens to undertake the construction of public sewers to serve portions of the Village of Pomeroy (the "Pomeroy Sanitary Sewer Construction Project, Phase IB"); and

**WHEREAS**, permanent acquisitions of sanitary sewer easements for sewer purposes will be necessary for the construction of the Pomeroy Sanitary Sewer Construction Project, Phase IB; and

**WHEREAS**, it is necessary for the purposes of efficiently going forward with construction that all of the necessary properties are legally available for the construction of the Pomeroy Sanitary Sewer Construction Project, Phase IB.

**EXHIBIT "A"**



**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Board of Supervisors of Sadsbury Township, Chester County, Commonwealth of Pennsylvania, as follows:

1. The Township Solicitor is hereby authorized and directed to proceed by means of filing a Declaration of Taking and necessary auxiliary documents to acquire pursuant to the power of Eminent Domain and for the public purpose of laying, constructing, replacing, renewing, repairing, and maintaining, said sanitary sewer pipeline and its 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, in, on, to, upon and over, a portion of certain lands as more specifically described in Exhibit A attached hereto and incorporated by reference as it set forth fully herein, now or late of William C. and Michele A.. White, known as, being Tax Parcel Nos. 37-4-105.1, and being the property identified by the "Area of Easement" in the Plan of Sanitary Sewer Easement prepared by Herbert E. MacComble, Jr., P.E., dated November 5, 2001, attached hereto as Exhibit B and incorporated by reference as if set forth fully herein, and containing 8,171 square feet more or less, including but not limited to, any and all rights, covenants, restrictions, easements and rights of way as may be necessary and convenient for the full enjoyment and use of said public sanitary sewer easement.

2. The Township Solicitor is further authorized to take such action as may be necessary and appropriate to take such additional action, including negotiating with the owners; accepting easements or easements in lieu of condemnation; making payment of estimated just compensation, if any, in such amounts as may be determined to be appropriate; and engaging such consultants, appraisers, engineers and others as may deem necessary and appropriate to acquire said sanitary sewer easement.

3. All prior actions of the Township, Township Board of Supervisors, Township Solicitor, and Township employees and consultants with respect to acquisition of the easement, and all matters relevant thereto, are hereby approved, confirmed and ratified. The Township Solicitor is authorized and directed to take all such action as may be necessary and appropriate to implement this Resolution.



VINCENT M POMPO


11/15/2002 03:40P

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Page 8 of 13  
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4. This Resolution is effective immediately.

RESOLVED this 4<sup>th</sup> day of November, 2002.

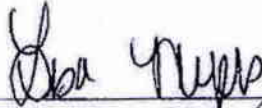
**BOARD OF SUPERVISORS OF  
SADSBURY TOWNSHIP**

  
Ralph T. Garris, Jr., Chairman

  
Douglas Doratt, Vice Chairman

  
Terry Franciscus, Member

ATTEST:

  
Lisa Myers, Secretary



10151576  
Page: 3 of 13  
B-5460 P-147

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

November 7, 2001

DESCRIPTION  
OF  
SANITARY SEWER EASEMENT  
THROUGH  
LANDS N/L OF WILLIAM C. AND MICHELE C. WHITE  
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.

ALL THAT CERTAIN Twenty-Five (25) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury and the Township of Valley, County of Chester, Commonwealth of Pennsylvania as shown on that certain "Plan of Sanitary Sewer Easement Through Lands of William C. and Michele C. White, Village of Pomeroy-Phase 1-B for the Township of Sadsbury" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated November 5, 2001 and being more specifically described as follows to wit:

**BEGINNING** at a point along the Southeasterly side of Valley Road, (SR-0372) as laid out fifty (50) feet wide said point being measured the following two (2) courses and distances, from the point of intersection of the title line of Valley Road (SR-0372) with title line of Old Wilmington Road as laid out fifty (50) feet wide thence; (1) extending N 69°29'30"E a distance of 260.72 feet to a point thence (2) extending from said point S 26°10'30"E a distance of 30.15 feet to a point along the Southeasterly side of Valley Road to the point of beginning; thence leaving said point and place of beginning and extending along the Easterly line of Lands N/L of William C. and Michele C. White S 26°10'30"E a distance of 133.57 feet to point; thence extending from said point and leaving the side of Easterly line of Lands N/L White along a line of the lands of the N/L of Richard S. Jr. and Margaret G. Copeland S 66°17'20"W a distance of 216.31 feet to a point along the Northeasterly side of Old Wilmington Road; thence extending from said point along the Northeasterly side of Old Wilmington Road N 31°57'00"W a distance of 25.26 feet to a point; thence extending from said point leaving the said Northeasterly side of Old Wilmington Road through the Lands N/L of White N 66°17'20"E a distance of 193.83 feet to a point; thence extending from said point through the Lands N/L of White N 26°10'30"W a distance of 109.95 feet to a point on the Southeasterly side of Valley Road; thence extending from said point along the Southeasterly side of Valley Road, N 69°29'30"E a distance of 25.12 feet to the first mentioned point and place of beginning.

Containing: 8171 S.F. of Land More or Less.

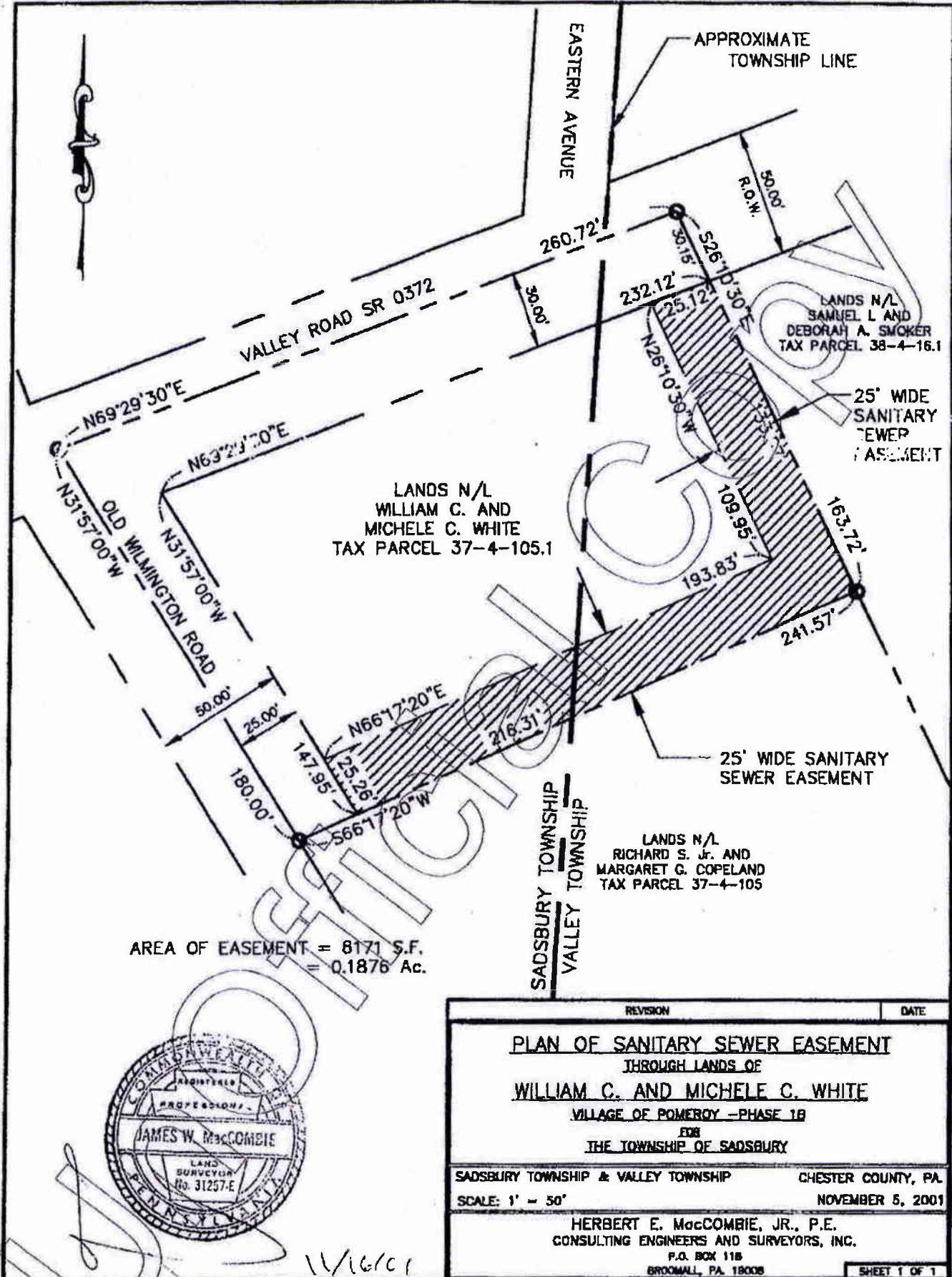
EXHIBIT "B"



VINCENT M POMPC

11/15/2001 03 40P

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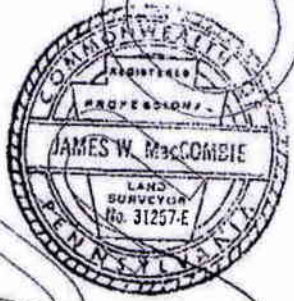


LANDS N/L  
WILLIAM C. AND  
MICHELE C. WHITE  
TAX PARCEL 37-4-105.1

LANDS N/L  
SAMUEL L. AND  
DEBORAH A. SMOKER  
TAX PARCEL 38-4-16.1

LANDS N/L  
RICHARD S. JR. AND  
MARGARET G. COPELAND  
TAX PARCEL 37-4-105

AREA OF EASEMENT = 8171 S.F.  
= 0.1876 Ac.



11/16/01

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> <b>THROUGH LANDS OF</b> <b>WILLIAM C. AND MICHELE C. WHITE</b> <b>VILLAGE OF POMEROY - PHASE 1B</b> <b>FOR</b> <b>THE TOWNSHIP OF SADSBUARY</b>	
SADSBUARY TOWNSHIP & VALLEY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 50'	NOVEMBER 5, 2001
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

10151576  
 Page 11 of 13  
 B-3460 P-147  
 11/16/2002 08:40P  
 VINCENT M. POYIPO

Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF WILLIAM C. WHITE AND  
MICHELE A. WHITE

NO. 02-

IN REM

MEMORANDUM OF BOOK AND PAGE NUMBER

The above-captioned Declaration of Taking was recorded in the Office of the  
Chester County Recorder of Deeds at Book No. \_\_\_\_\_, Page \_\_\_\_\_.

LAMB, WINDLE & McERLANE, P.C.

By: \_\_\_\_\_

Vincent M. Pompo



VINCENT M POMPO

11/15/2002 03:40P

10151576  
Page 12 of 13  
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Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF WILLIAM C. WHITE AND  
MICHELE A. WHITE

NO. 02

IN REM

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter our appearance for Sadsbury Township in the above-captioned matter. Condemnees are William C. White and Michele A. White.

LAMB, WINDLE & McERLANE, P.C.

By: 

Vincent M. Pompo



10151576  
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Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

RETURN TO

37-4-105.1 ✓

10/3  
11/13  
MSC

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA



SM

IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF WILLIAM C. WHITE AND  
MICHELE A. WHITE

NO. 02-09299

IN REM

NOTICE OF CONDEMNATION

The Notice of Condemnation is filed by Sadsbury Township, Condemnor, pursuant to §404 of the Eminent Domain Code of Pennsylvania, 16 P.S. §1-404.

1. The Amended Declaration of Taking was filed at No. 02-09299 in the Office of the Prothonotary of Chester County on January 2, 2003. A copy of the Amended Declaration of Taking, with exhibits, is attached hereto.

2. The Condemnor is Sadsbury Township, Ramsey Alley, P.O. Box 261, Sadsburyville, Chester County, PA 19369.

3. The names and addresses of the Condemnees are William C. White and Michele A. White, with an address of 1907 Valley Road, Coatesville, PA 19320.

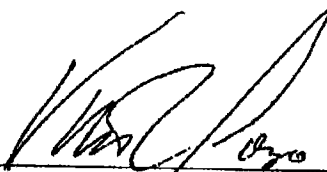
4. A description of the property condemned sufficient for identification thereof is found in the resolution authorizing the condemnation, attached to the Declaration of Taking as Exhibit "A" and made a part hereof.

5. The purpose of the condemnation is the acquisition of a public sanitary sewer easement as shown and described in the Declaration of Taking, and attachments thereto.



LAMB, WINDLE & McERLANE, P.C.

By:



Vincent M. Pompo, Solicitor  
Board of Supervisors of Sadsbury Township

Unofficial Copy



LAMB WINDLE McERLANE PC

01/02/2003 03:41P

10169477

Page 2 of 10

B-5517 P-691

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CHESTER

On this 2nd day of January, 2003, personally appeared before me, the undersigned notary public, Vincent M. Pompo, who acknowledged himself to be the Solicitor of the Board of Supervisors of Sadsbury Township, and as such Solicitor, acknowledged that he is authorized to execute the foregoing document on behalf of the Township for the purpose therein contained and desires the same to be recorded on behalf of the Township.

*Janette R. V. Detz*  
\_\_\_\_\_  
Notary Public

My commission expires:

Notarial Seal  
Janette R. V. Detz, Notary Public  
West Chester, Ohio, Chester County  
My Commission Expires 12/31/03  
Member, Pennsylvania Association of Notaries

INSTRUMENT NOT  
LEGIBLE AT TIME  
OF IMAGING



10169477  
Page 3 of 10  
B-5517 P-691

Lamb, Windle & McErlane, P.C.  
Vincent M. Pompo  
Attorney I.D. #37714  
24 East Market Street  
Post Office Box 565  
West Chester, PA 19381-0565

Attorneys for Sadsbury Township

IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY PENNSYLVANIA

113  
IN RE: CONDEMNATION OF  
A SANITARY SEWER EASEMENT  
ACROSS AND UPON A PORTION  
OF THE LANDS NOW AND LATE  
OF WILLIAM C. WHITE AND  
MICHELE A. WHITE

NO. 02-09299  
IN REM

FILED  
03 JAN -2 PM 3:27

AMENDED DECLARATION OF TAKING

Sadsbury Township, by and through its attorneys Lamb, Windle & McErlane, P.C., files this Amended Declaration of Taking pursuant to the Pennsylvania Eminent Domain Code, 26 P.S. §1-402(b).

- 119
1. The name of the Condemnor is Sadsbury Township with an address of Ramsey Alley, P.O. Box 261, Sadsburyville, Chester County, PA 19369.
  2. The name and address of the Condemnees are William C. White and Michele A. White, with an address of 1907 Valley Road, Coatesville, PA 19320.
  3. The Pennsylvania statutes which authorize this condemnation are the General Municipal Law at 53 P.S. §1081 and the Second Class Township Code 53 P.S. §65102 et seq., and specifically, Section 2505 of the Second Class Township Code, 53 P.S. §67505.
  4. This condemnation was authorized by resolution adopted by a majority of the Board of Supervisors of Sadsbury Township on November 4, 2002, a copy of which is attached hereto as Exhibit "A" and made a part hereof.
  5. The purpose of the condemnation is the acquisition of a public sanitary sewer easement upon and across certain lands all as shown on the Plan of Sanitary Sewer Easement attached to said resolution as Exhibit "B" and made a part hereof



LAMB WINDLE MCKERLANE PC

01/02/2003 03:41P

10189477  
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("Easement").

6. The Easement which is the subject matter of this Declaration of Taking is located on that real estate owned by the Condemnees more fully described in Chester County Deed Book 4223, page 696, which property is also known as Tax Map Parcel 37-4-105.1. A plan showing the property condemned is on this same day being filed in the Office of the Recorder of Deeds of Chester County as Exhibit "A" to the Notice of Taking.

7. The nature of the title acquired is an easement.

8. A plan showing the property condemned may be inspected in the offices of the Condemnor at Ramsey Alley, Sadsburyville, PA 19369.

9. Just compensation is secured by a pledge of revenues of Sadsbury Township. Condemnor has the power of taxation and is not required to file a bond under §403 of the Eminent Domain Code, 26 P.S. §1-403(b).

SADSBURY TOWNSHIP

By: Ralph Lawrence  
Chairman, Board of Supervisors

ATTEST:

Lisa Myers  
Lisa Myers, Secretary

LAMB, WINDLE & McERLANE, P.C.

By: Vincent M. Pompo  
Vincent M. Pompo



LAMB WINDLE McERLANE PC

01/02/2003 03 41P

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Page: 5 of 10  
B-5517 P-691

SADSBURY TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2002- 15

A RESOLUTION AUTHORIZING THE CONDEMNATION AND ACQUISITION OF A SANITARY SEWER EASEMENT THROUGH A PORTION OF CERTAIN LANDS NOW OR LATE OF WILLIAM C. AND MICHELE A. WHITE (TAX PARCEL NOS. 37-4-105.1) WITHIN THE TOWNSHIPS OF SADSBURY AND VALLEY, CHESTER COUNTY, FOR THE PURPOSE OF PUBLIC SEWER IMPROVEMENTS.

WHEREAS, the Pennsylvania Department of Environmental Protection, the Chester County Department of Health and the Township of Sadsbury, after extensive investigation, inquiry and analysis, have determined that portions of the Village of Pomeroy within the Township are in need of public sewers in order to address and correct documented public health, welfare, safety and environmental concerns; and

WHEREAS, the Board of Supervisors of the Township has determined that it is in the public interest and for the benefit of the public and for the present and future use of the Township's citizens to undertake the construction of public sewers to serve portions of the Village of Pomeroy (the "Pomeroy Sanitary Sewer Construction Project, Phase IB"); and

WHEREAS, permanent acquisitions of sanitary sewer easements for sewer purposes will be necessary for the construction of the Pomeroy Sanitary Sewer Construction Project, Phase IB; and

WHEREAS, it is necessary for the purposes of efficiently going forward with construction that all of the necessary properties are legally available for the construction of the Pomeroy Sanitary Sewer Construction Project, Phase IB.

EXHIBIT "A"

Municipal:rmvst/white-condemn/resolutr



LAMB WINDLE MCERLANE PC

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10169477  
Page: 6 of 10  
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**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Board of Supervisors of Sadsbury Township, Chester County, Commonwealth of Pennsylvania, as follows:

1. The Township Solicitor is hereby authorized and directed to proceed by means of filing a Declaration of Taking and necessary auxiliary documents to acquire pursuant to the power of Eminent Domain and for the public purpose of laying, constructing, replacing, renewing, repairing, and maintaining, said sanitary sewer pipeline and its 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, in, on, to, upon and over, a portion of certain lands as more specifically described in Exhibit A attached hereto and incorporated by reference as if set forth fully herein, now or late of William C. and Michele A., White, known as, being Tax Parcel Nos. 37-4-105.1, and being the property identified by the "Area of Easement" in the Plan of Sanitary Sewer Easement prepared by Herbert E. MacCombie, Jr., P.E., dated November 5, 2001, attached hereto as Exhibit B and incorporated by reference as if set forth fully herein, and containing 8,171 square feet more or less, including but not limited to, any and all rights, covenants, restrictions, easements and rights of way as may be necessary and convenient for the full enjoyment and use of said public sanitary sewer easement.

2. The Township Solicitor is further authorized to take such action as may be necessary and appropriate to take such additional action, including negotiating with the owners; accepting easements or easements in lieu of condemnation; making payment of estimated just compensation, if any, in such amounts as may be determined to be appropriate; and engaging such consultants, appraisers, engineers and others as may deem necessary and appropriate to acquire said sanitary sewer easement.

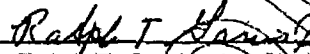
3. All prior actions of the Township, Township Board of Supervisors, Township Solicitor, and Township employees and consultants with respect to acquisition of the easement, and all matters relevant thereto, are hereby approved, confirmed and ratified. The Township Solicitor is authorized and directed to take all such action as may be necessary and appropriate to implement this Resolution.



4. This Resolution is effective immediately.

RESOLVED this 4<sup>th</sup> day of November, 2002.

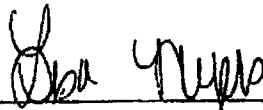
BOARD OF SUPERVISORS OF  
SADBURY TOWNSHIP

  
Ralph T. Garris, Jr., Chairman

  
Douglas Dorant, Vice Chairman

  
Terry Franciscus, Member

ATTEST:

  
Lisa Myers, Secretary



10189477  
Page 8 of 10  
B-5517 P-691

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. MacComble, P.E., P.L.S.  
Herbert E. MacCombie, III, Technician

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

November 7, 2001

**DESCRIPTION  
OF  
SANITARY SEWER EASEMENT  
THROUGH  
LANDS N/L OF WILLIAM C. AND MICHELE C. WHITE  
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN Twenty-Five (25) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury and the Township of Valley, County of Chester, Commonwealth of Pennsylvania as shown on that certain "Plan of Sanitary Sewer Easement Through Lands of William C. and Michele C. White, Village of Pomeroy-Phase 1-B for the Township of Sadsbury" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated November 5, 2001 and being more specifically described as follows to wit:

**BEGINNING** at a point along the Southeasterly side of Valley Road, (SR-0372) as laid out fifty (50) feet wide said point being measured the following two (2) courses and distances, from the point of intersection of the title line of Valley Road (SR-0372) with title line of Old Wilmington Road as laid out fifty (50) feet wide thence; (1) extending N 69°29'30"E a distance of 260.72 feet to a point thence (2) extending from said point S 26°10'30"E a distance of 30.15 feet to a point along the Southeasterly side of Valley Road to the point of beginning; thence leaving said point and place of beginning and extending along the Easterly line of Lands N/L of William C. and Michele C. White S 26°10'30"E a distance of 133.57 feet to point; thence extending from said point and leaving the side of Easterly line of Lands N/L White along a line of the lands of the N/L of Richard S. Jr. and Margaret G. Copeland S 66°17'20"W a distance of 216.31 feet to a point along the Northeasterly side of Old Wilmington Road; thence extending from said point along the Northeasterly side of Old Wilmington Road N 31°57'00"W a distance of 25.26 feet to a point; thence extending from said point leaving the said Northeasterly side of Old Wilmington Road through the Lands N/L of White N 66°17'20"E a distance of 193.83 feet to a point; thence extending from said point through the Lands N/L of White N 26°10'30"W a distance of 109.95 feet to a point on the Southeasterly side of Valley Road; thence extending from said point along the Southeasterly side of Valley Road, N 69°29'30"E a distance of 25.12 feet to the first mentioned point and place of beginning.

Containing: 8171 S.F. of Land More or Less.

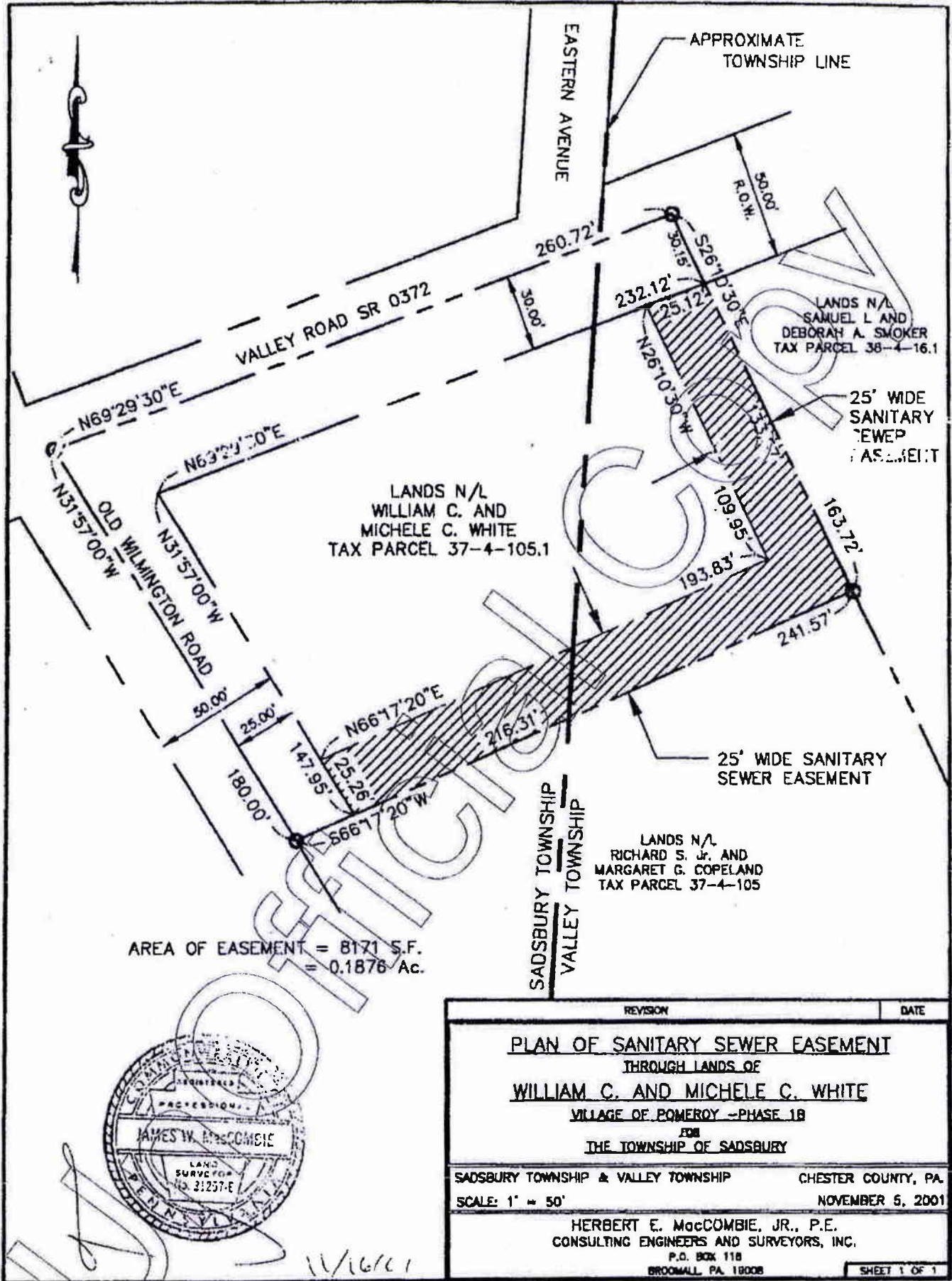
EXHIBIT "B"



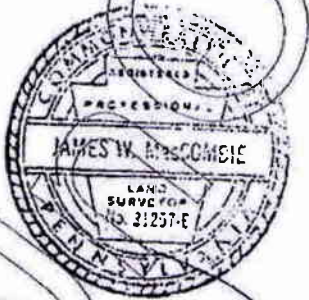
LAMB WINDLE MCERLANE PC

01/02/2003 03 41P

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Page 9 of 10  
B-5517 P-691



AREA OF EASEMENT = 8171 S.F.  
= 0.1876 Ac.



REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> <b>THROUGH LANDS OF</b> <b>WILLIAM C. AND MICHELE C. WHITE</b> <b>VILLAGE OF POMEROY - PHASE 1B</b> <b>FOR</b> <b>THE TOWNSHIP OF SADSBURY</b>	
SADSBURY TOWNSHIP & VALLEY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 50'	NOVEMBER 5, 2001
<b>HERBERT E. MacCOMBIE, JR., P.E.</b> <b>CONSULTING ENGINEERS AND SURVEYORS, INC.</b> <small>P.O. BOX 118 BROOMALL, PA. 19008</small>	
SHEET 1 OF 1	



10169477  
Page 10 of 10  
B-5517 P-691



**RETURN TO**

**RETURN TO:**  
Lamb McErlane PC  
24 East Market Street, box 565  
West Chester, PA 19381-0565

**BEING PART OF U.P.I. No. 37-2-48 & 37-2-50.1**

**RIGHT-OF-WAY AGREEMENT**

**HERMAN IGLESIAS and DOROTHY IGLESIAS  
(Grantors)**

**SADSBURY TOWNSHIP  
(Grantee)**

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This Document Recorded  
08/08/2005  
10:26AM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10560971  
Receipt #: 240864  
Rec Fee: 36.50



LAMB MCERLANE PC

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Page: 1 of 8  
B-6576 P-1076

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 27 day of July, 2005, between Herman and Dorothy Iglesias (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 4180, Page 1852.

**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;



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Page: 2 of 8  
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- (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 unto 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 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 or restored as set forth in paragraph 6 hereof.



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Page 3 of 8  
B-6576 P-1076

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

GRANTOR:

*[Handwritten signature]*  
*[Handwritten signature]*  
GUARDIAN

ATTEST:

*[Handwritten signature]*  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*[Handwritten signature]*  
Chairman

Unofficial

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this                      day of JUL 12 2005, 20          , before me, the undersigned officer,  
personally appeared Helen Jolicoeur and Deedee Jolicoeur <sup>GUARDIAN FOR</sup> 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 purposes therein contained.

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

Joseph G. Laofsky  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Joseph G. Laofsky, Notary Public  
West Cain Twp., Chester County  
My Commission Expires Mar. 18, 2008  
Member, Pennsylvania Association Of Notaries



10560971  
Page 5 of 8  
B-8576 P-1076

00/00/2005 10:28A

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 27 day of July, 2008, before me, the undersigned officer, personally appeared Lisa MYEN and Ralph GARRIS 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  
Notary Public

My Commission Expires:



LAMB MCERLANE PC

08/09/2005 10:26A

10560971  
Page 6 of 8  
B-6576 P-1076

610-356-9550  
FAX 610-356-5032

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

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

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

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

June 7, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH LANDS N/L**  
**HERMAN AND DOROTHY IGLESIAS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN 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 Herman and Dorothy Iglesias for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated June 6, 2005 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing lands N/L of Herman and Dorothy Iglesias and JFY Partners, said point being measured the following course and distance from the Northerly Right-of-way of Lincoln Highway (S.R.-0142) (55 feet wide) at its intersection with the line dividing lands N/L Iglesias and N/L JFY Partners, N 03°34'34"W a distance of 176.78 feet to the point and place of beginning; thence extending through Land N/L of Iglesias the following four (4) courses and distances 1.) S 86°25'26"W a distance of 19.71 feet to a point; 2.) thence extending N 02°39'47" W crossing an existing 20 feet wide sanitary sewer easement a distance of 806.23 feet to a point; 3.) thence extending N 10°44'32"W a distance of 172.40 feet to a point; 4.) thence extending N 06°13'05"W crossing a 20' wide Limit of Slope Right of way a distance of 101.49 feet to a point on the Southerly side of the Coatesville-Downingtown By Pass (S.R.-0030) (140' wide); Thence leaving said point on a line curving to the left, having a radius of 14,393.98 feet, an arc distance of 25.00 feet (Chord: N 83°32'10"E; 25.00 feet) to a point on the said Southerly Right-of-way line; thence leaving said point and line and extending through Lands N/L Iglesias the following three (3) courses and distances 1.) S 06°13'05"E a distance of 100.61 feet to a point; 2) thence extending S 10°44'32"E a distance of 173.18 feet to a point; 3) thence extending S 02°39'47"E a distance of 787.60 feet crossing the Northerly line of an existing sanitary sewer easement to a point on the line dividing Lands N/L Iglesias and Land N/L JFY Partners; thence extending along said line S 86°25'26"W a distance of 5.61 feet to a point; thence extending S 03°34'34"E a distance of 20.00 feet to the point and place of beginning.

Containing: 26,910 S.F. of Land more or less.



LAMB MCERLANE PC

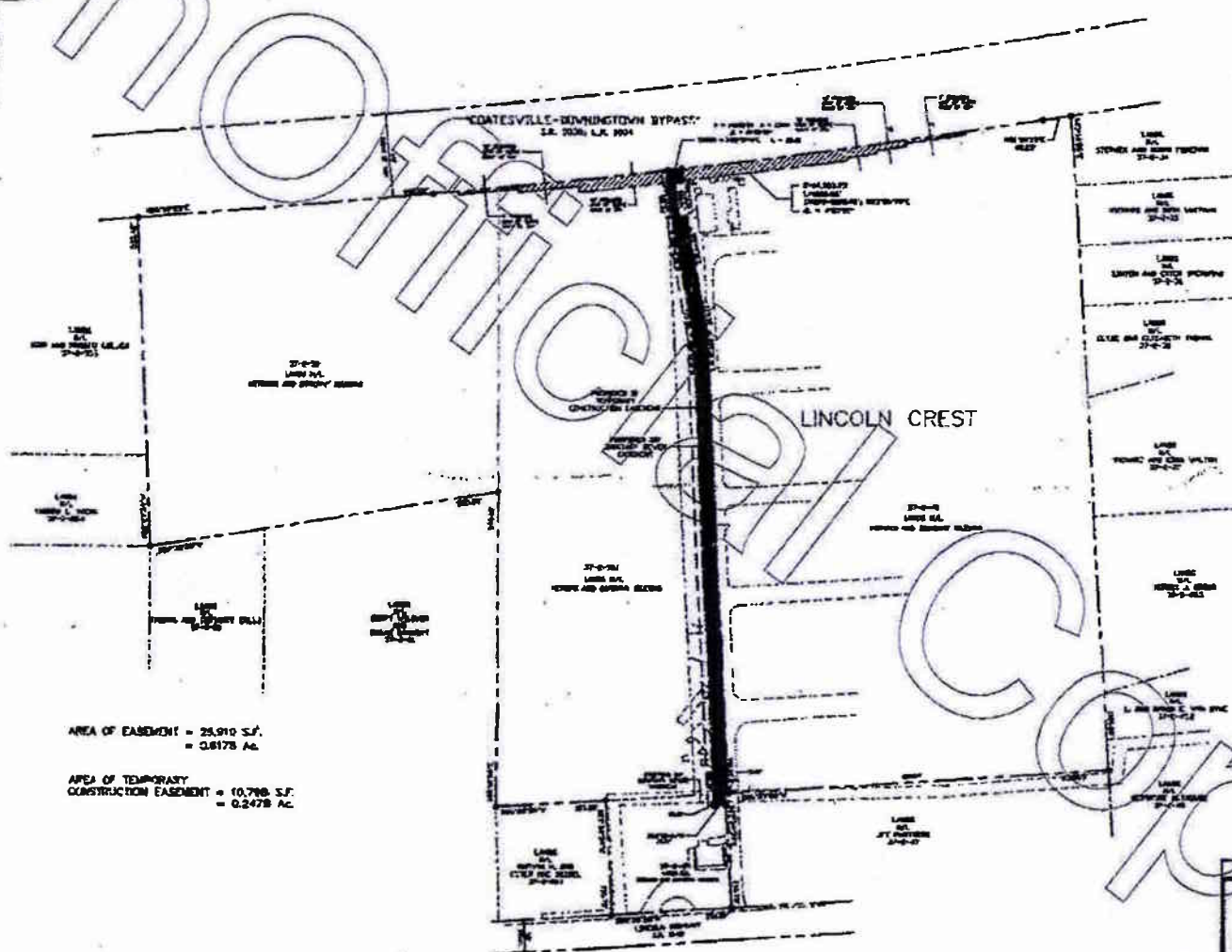
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Page 7 of 8

B-6576 P-1076

EXHIBIT "B"



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AREA OF EASEMENT = 25,910 S.F.  
= 0.5978 AC.

AREA OF TEMPORARY CONSTRUCTION EASEMENT = 10,780 S.F.  
= 0.2478 AC.



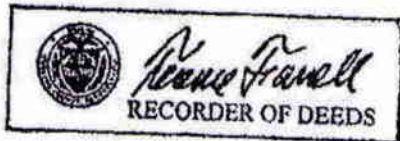
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Page 8 of 8  
B-6576 P-1076

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09/08/2005 10:28A

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>HERMAN AND DOROTHY IGLESIAS</b> FOR <b>THE TOWNSHIP OF SADBURY</b>	
SADBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1"=100'	JUNE 8, 2005
<b>HERBERT E. MacCOMBIE, JR., P.E.</b> CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOKHILL, PA. 19008	
SHEET 7 OF 1	



37-2-32 UPI



**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 19<sup>th</sup> day of July, 2006, between George K, Sr. and Ruth Ann Whisler (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

5/2  
+  
see

**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 4366, Page 1171.

**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.

NO UPI # NEEDED  
MMB

(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,

This Document Recorded  
08/08/2006  
02:31PM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10675326  
Receipt #: 301504  
Rec Fee: 45.50



10675326  
Page 1 of 5  
B-6919 P-2253

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 unto 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 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 or restored as set forth in paragraph 6 hereof.
10. The provisions of this Agreement shall be subject to the following terms and conditions:



- (a.) Grantee will provide Grantor a plan view and profile of the sanitary sewer pipeline construction and/or excavation within the area described in Exhibit "A", prior to any construction and/or excavation on Grantor's property.
- (b.) Grantee agrees to provide full public sanitary sewer service to the Grantor's property through a sewer lateral hook-up from Grantee's sewer pipeline a distance of approximately thirty (30) feet to the first clean out on the south side of Grantor's property, so long as Grantor accepts such hook-up prior to the commencement of construction of the public sanitary sewer pipeline on Grantor's property. If Grantee makes the connection, Grantee will install the vent and trap assembly, abandon and fill the septic tank, cap it off and pump out and fill the cesspool. The cost and expense of the above described hook-up shall be the sole responsibility of the Grantee. Alternatively, should Grantor timely request to install the sewer lateral itself, Grantee shall install one length of sewer lateral from its pipeline for connection by Grantor. Under no circumstances may Grantor connect directly to Grantee's pipeline. In such event, Grantee agrees to waive plumber's licensure fees and insurance requirements for work performed by Grantor solely on Grantor's property, but not the requirement to obtain the plumber's license.
- (c.) Grantee agrees to waive all fees for the connection, including tapping, connection and inspection fees. Upon connection to the public sanitary sewer system, Grantor agrees to be responsible for the maintenance of the sewer lateral to the point of connection to the public system, and to be responsible for payment of the normal and customary sewer charges for the use of the public system.
- (d.) Should Grantor's existing sewer system be disturbed by Grantee's construction on Grantor's property, Grantee agrees to pump out the Grantor's septic tank as needed until Grantee's public sewer line is available for connection by Grantor.
- (e.) Grantee shall, at its sole cost and expense, restore any damage caused to Grantor's house foundation or well as a result of Grantee's work on Grantor's property.
- (f.) All manholes within the easement area will be flush with the surface of the ground.
- (g.) Grantee shall grade and seed any area of easement and temporary easement that is disturbed by Grantee immediately upon covering.
- (h.) If necessary for the construction of Grantee's public sewer line, Grantee agrees to relocate the existing Magnolia tree located within the easement area to a location on Grantor's property to be designated by Grantor, within a reasonable distance of the existing location so as to minimize disturbance to Grantor's property.



- (i.) Grantor hereby expressly authorizes Grantee to perform all work necessary to relocate the Magnolia tree described in paragraph (h.) outside the easement area, and to perform all work necessary to effectuate the hook-up of the Grantor's property to the public sewer system as described in paragraph (b.) outside the easement area.

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

**GRANTOR:**

*[Handwritten Signature]*  
\_\_\_\_\_

**ATTEST:**

*[Handwritten Signature]*  
\_\_\_\_\_

Secretary

**GRANTEE:**

**SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS**

*[Handwritten Signature]*  
\_\_\_\_\_

Chairman



10675326  
Page 4 of 5  
B-6919 P-2253

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 19<sup>th</sup> day of July, 2006, before me, the undersigned officer, personally appeared George K. Wheeler, Jr. and Ruth Ann Wheeler know 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 purposes therein contained.

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

L. Marie Beggs  
Notary Public

My Commission Expires:  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
L. Marie Beggs, Notary Public  
City of Coatesville, Chester County  
My Commission Expires Sept. 12, 2007  
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 1<sup>st</sup> day of August, 2006, before me, the undersigned officer, personally appeared Salvatore Mucal and Lia Myers 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.

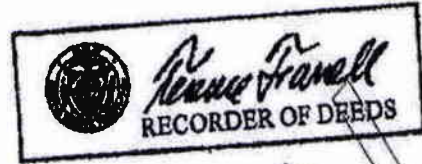
Jeannette R. Teli  
Notary Public

My Commission Expires:

Commonwealth Of Pennsylvania  
Notarial Seal  
Jeannette R. Teli, Notary Public  
West Chester Boro, Chester County  
My Commission Expires May 31, 2007  
Member, Pennsylvania Association Of Notaries



RETURN TO:  
Lamb McErlane PC  
24 East Market Street, box 565  
West Chester, PA 19381-0565



BEING PART OF U.P.I. No. 37-2-20 ✓

CMW

**RIGHT-OF-WAY AGREEMENT**

**EUGENE J. LAFFERTY & ANN M. LAFFERTY**  
(Grantors)

**SADSBURY TOWNSHIP**  
(Grantee)

8/3  
MSA

Official Copy

This Document Recorded  
04/13/2006  
03:36PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10640774  
Receipt #: 283094  
Rec Fee: 41.60



LAMB MCERLANE

04/13/2006 03:36P

10640774  
Page 1 of 8  
B-6814 P-1997

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 4 day of April, 2006, between Eugene J. and Ann M. Lafferty (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 6063, Page 1785.

**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. *Tap in fees to be waived by Tap  $\rightarrow$  EJP AMK*
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 unto 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 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 or restored as set forth in paragraph 6 hereof.



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Page: 3 of 8  
B-6814 P-1997

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

**GRANTOR:**

*Eugene J. Hoffert*  
*Ann M. Hoffert*

**ATTEST:**

*[Signature]*  
Secretary

**GRANTEE:**  
**SADBURY TOWNSHIP**  
**BOARD OF SUPERVISORS**

*[Signature]*  
Chairman

UNOFFICIAL

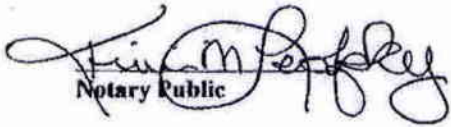
LAMB MCERLANE  
04/13/2006 03:39P  
10640774  
Page: 4 of 8  
B-6814 P-1997

**STATE OF PENNSYLVANIA:**

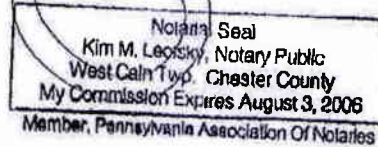
**COUNTY OF CHESTER:**

On this APR 04 2008 of \_\_\_\_\_, 20 \_\_, before me, the undersigned officer, personally appeared Eugene J. Lafferty and Don M. Lafferty 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 purposes therein contained.

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

  
Notary Public

My Commission Expires:



10640774  
Page 5 of 8  
B-6814 P-1997

**STATE OF PENNSYLVANIA:**

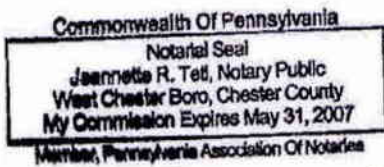
**COUNTY OF CHESTER:**

On this 4th day of April, 2006, before me, the undersigned officer, personally appeared Dale Neneal and Lisa Myers 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.

Jaquette R. Tett  
Notary Public

My Commission Expires:



10640774  
Page: 6 of 8  
B-6814 P-1997

610-356-9550

FAX 610-356-5032

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

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

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

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

March 24, 2006

### EXHIBIT A DESCRIPTION OF SANITARY SEWER EASEMENT THROUGH LANDS N/L 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 Eugene J. & Ann M. Lafferty, Maple Avenue for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, PA, dated March 24, 2006 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing Lands N/L of Eugene J. and Ann M. Lafferty and Lands N/L Franz Geissler, said point being measured the following four (4) courses and distances from a point of curve on the Northwestern side of Frederick Drive fifty (50) feet wide; (1) extending from said point on a line curving to the right having a radius of 60 feet, an arc distance of 105.06 feet to a point of tangent; (2) North 32°42'30" West, 347.08 feet to a point on the Easterly side of Andrew Drive, fifty (50) feet wide; (3) North 51°14'40" East, 244.53 feet to on the line dividing Lands N/L of Geissler and Lands N/L of William J. and Beverly K. Murray; (4) North 32°08'30" West, 190.00 feet to the point and place of beginning; thence extending from said point and place of beginning along the line dividing Lands N/L of Lafferty and Lands N/L of Geissler, South 88°37'00" West, 25.00 feet to a point on said line; thence extending from said point through Lands N/L of Lafferty, North 01°23'00" West, 150.00 feet to point on the Southerly line of Maple Avenue, fifty (50) feet wide; thence along said line North 88°37'00" East, 25.00 feet to a point; thence leaving said point and line along the line dividing Lands N/L of Lafferty and Lands N/L of Carol L. Fregede South 01°23'00" East, 150.00 feet to the point and place of beginning.

Containing: 3,750 S.F. of Land More or Less



10640774

Page: 7 of 8

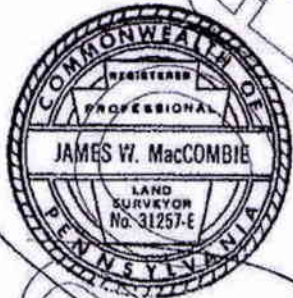
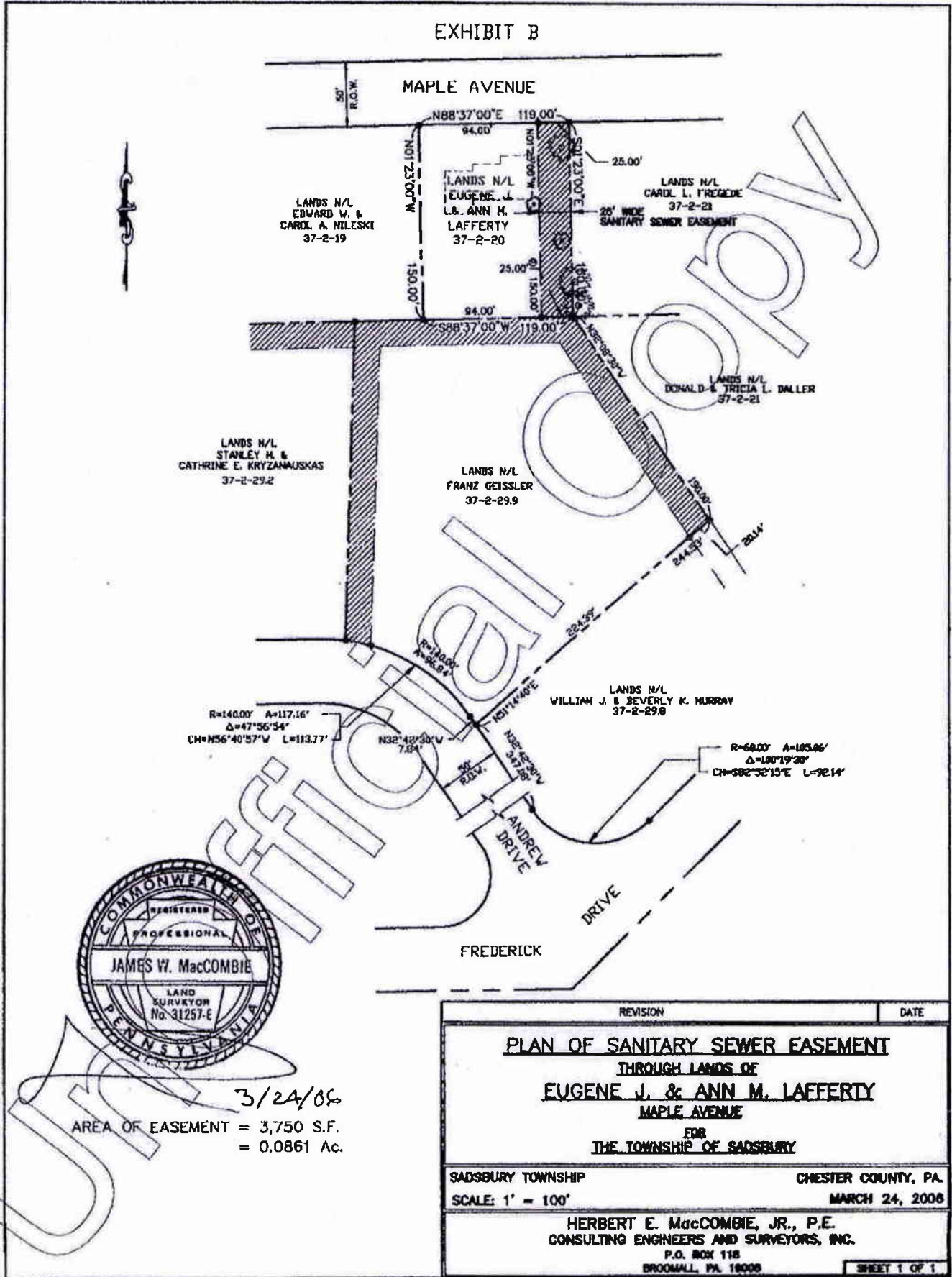
B-6814 P-1997

CAMB MCERLANE

04/13/2006 03:36P



EXHIBIT B



3/24/06  
 AREA OF EASEMENT = 3,750 S.F.  
 = 0.0861 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF EUGENE J. &amp; ANN M. LAFFERTY MAPLE AVENUE FOR THE TOWNSHIP OF SADSBURY</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	MARCH 24, 2008
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

MSA  
8P



RETURN TO:  
Lamb McErlane PC  
24 East Market Street, box 565  
West Chester, PA 19381-0565

RETURN TO

BEING PART OF U.P.I. No. 37-2-29.4

**RIGHT-OF-WAY AGREEMENT**

GEORGE C. DEVINE and SANDRA J. DEVINE  
(Grantors)

SADSBURY TOWNSHIP  
(Grantee)

MBS

Unofficial Copy

This Document Recorded  
06/10/2005  
03:20PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10541833  
Receipt #: 229541  
Rec Fee: 41.50



LAMB MCERLANE

06/10/2005 03:20P

10541833  
Page 1 of 8  
B-6517 P-636

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 4 day of May, 2005, between George C. & Sandra J. Devine (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 P0051, Page 0474.

**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;



LAMB MCERLANE

08/10/2005 03:30P

10541833  
Page 2 of 8  
B-6517 P-636