

- (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.



LAMB MICERLANE

06/10/2005 03 20P

10541833  
Page 3 of 8  
B-6517 P-636

**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]*  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

**GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS**

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

Unofficial



10541833  
Page 4 of 8  
B-6517 P-636

**STATE OF PENNSYLVANIA:**

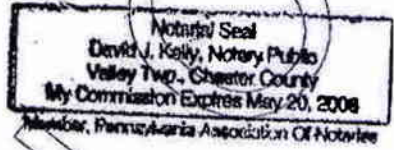
**COUNTY OF CHESTER:**

On this 4 day of May, 2005, before me, the undersigned officer, personally appeared George Devine and Sandy Devine 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:



 10541833  
Page 5 of 8  
B-6517 P-636  
JAMB KCEHLANE 06/10/2005 03:20P

Unofficial Copy

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Harris 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.

Jeannette R. Teal  
Notary Public

My Commission Expires:

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



10541833  
Page 6 of 8  
B-6517 P-636

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 29, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L GEORGE C. AND SANDRA J. DEVINE**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** twenty (20') 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 George C. and Sandra J. Devine, Andrew Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing Lands N/L George C. and Sandra J. Devine and Lands N/L Michael H. and Denise D. Gallimore, said point being measured the following three (3) courses and distances from a point of curve on the Northwestern side of Frederick Drive, fifty (50') feet wide; (1) extending from said point and 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  $32^{\circ}42'30''$  West a distance of 97.08 feet to a point on the Easterly side of Andrew Drive, fifty (50') feet wide; (3) North  $54^{\circ}43'30''$  East a distance of 220.80 feet along a line dividing Lands N/L Devine and Lands N/L Gallimore to the point and place of beginning; thence extending from said point and place of beginning along the line dividing Lands N/L Devine and Lands N/L Gallimore North  $54^{\circ}43'30''$  East a distance of 20.03 feet to a point on the line dividing Lands N/L Devine and Lands N/L Harold E. Jr. and Sherry A. Herman; thence along said line South  $32^{\circ}08'30''$  East a distance of 136.32 feet to a point on the Northwestern side of Frederick Drive; thence along said Northwestern side of Frederick Drive South  $46^{\circ}57'50''$  West a distance of 20.37 feet to a point; thence leaving said line through Lands N/L Devine North  $32^{\circ}08'30''$  West a distance of 139.07 feet to the point and place of beginning.

Containing: 2,754 S.F. of Land More or Less.

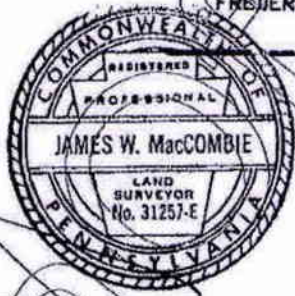
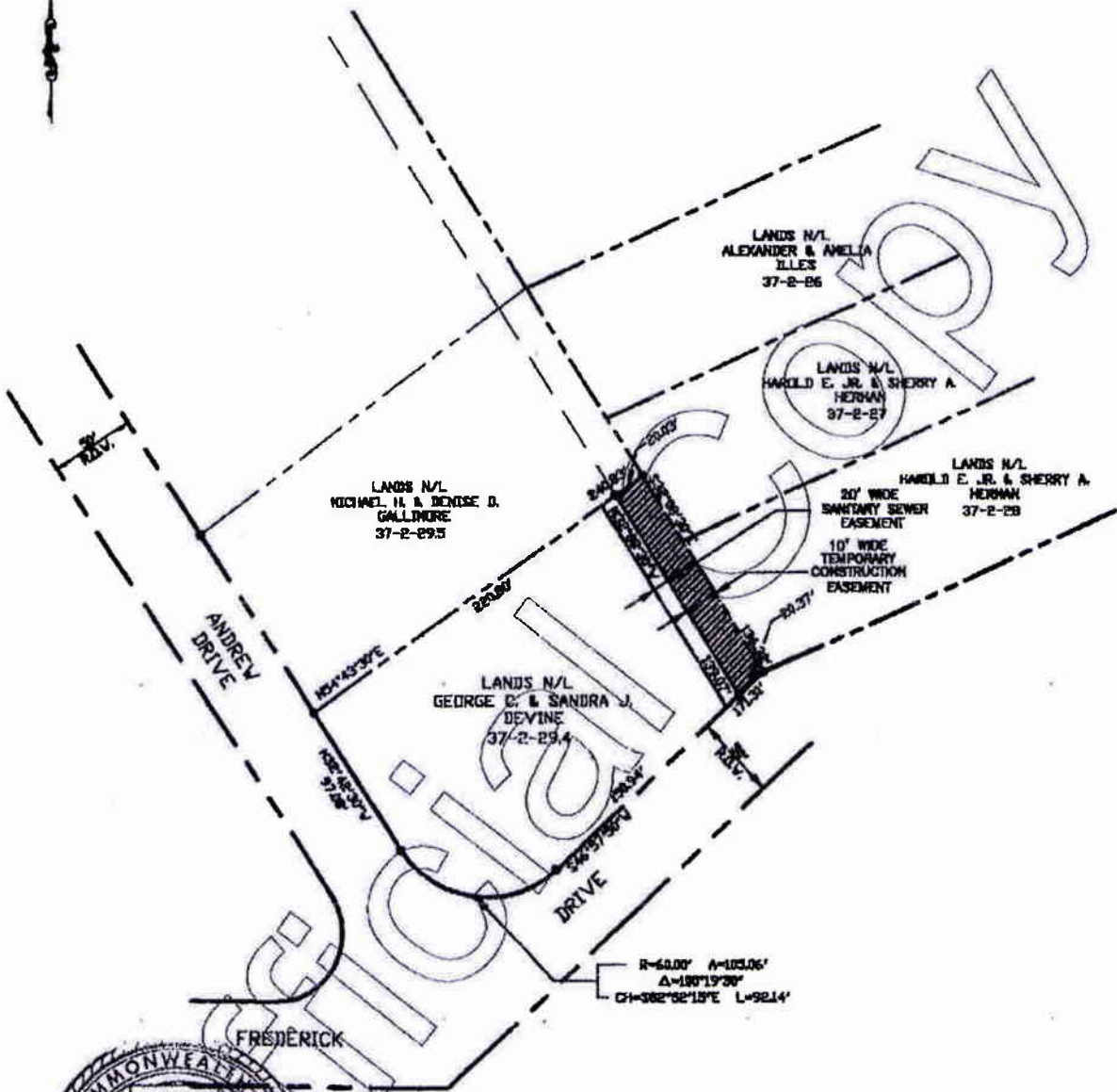


LAMB MCERLANE

06/10/2005 03 20P

10541833  
Page 7 of 8  
B-6517 P-636

EXHIBIT B



2/10/05  
 AREA OF EASEMENT = 2,754 S.F.  
 = 0.0632 Ac.  
 AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 1,398 S.F.  
 = 0.0321 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>GEORGE C. &amp; SANDRA J. DEVINE</b> ANDREW DRIVE FOR THE TOWNSHIP OF SADSBURY	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

10541833  
 Page 3 of 6  
 B-6517 P-636  
 06/10/2005 03 ZOP  
 JAMB NIGERLANE



7P mac

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

June 15, 2005

BEING PART OF U.P.I. No. 37-2-29.5

**RIGHT-OF-WAY AGREEMENT**

**MICHAEL H. GALLIMORE and DENISE D. GALLIMORE**  
(Grantors)

**SADSBURY TOWNSHIP**  
(Grantee)

MBE

Unofficial Copy

This Document Recorded  
06/19/2005  
03:20PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10541834  
Receipt #: 229541  
Rec Fee: 41.60



LAMB MCERLANE

06/19/2005 03:20P

10541834  
Page: 1 of 8  
B-6517 P-644

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 7<sup>th</sup> day of May, 2005, between Michael H. & Denise D. Gallimore (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 3943, Page 0073.

**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 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.



LAMB MCERLANE

08/10/2005 03:20P

10541834

Page 3 of 8

B-6517 P-644

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

**GRANTOR:**

*Michael Gallone*  
*Dennis Gallone*

**ATTEST:**

*Jim Nepp*  
Secretary

**GRANTEE:**  
**SADSBURY TOWNSHIP**  
**BOARD OF SUPERVISORS**

*Robert T. Sand*  
Chairman

Unofficial



LAMB MICERLANE

06/10/2005 03 20P

10541834

Page 4 of 8

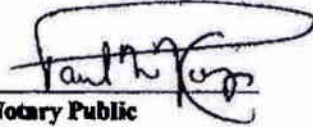
B-6517 P-644

STATE OF PENNSYLVANIA:

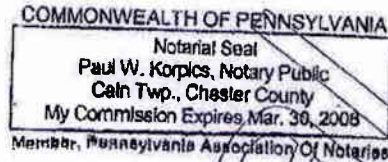
COUNTY OF CHESTER:

On this 7<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Michael Crallmore and Denise Crallmore 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:  
March 30<sup>th</sup> 2008



LAMB MCERLANE

06/10/2005 03 20P

10541834  
Page 5 of 6  
B-6517 P-644

**STATE OF PENNSYLVANIA:**

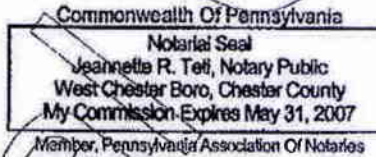
**COUNTY OF CHESTER:**

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Lewis 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.

Jeannette R. Telt  
Notary Public

My Commission Expires:



10541834  
Page 6 of 8  
B-6517 P-644

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 29, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L MICHAEL H. AND DENISE D. GALLIMORE**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 Michael H. and Denise D. Gallimore, Andrew Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at an interior point on the line dividing Lands N/L of Michael H. and Denise D. Gallimore and Lands N/L William J. and Beverly K. Murray, said point being measured the following three (3) 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  $32^{\circ}42'30''$  West a distance of 222.08 feet to a point on the Easterly side of Andrew Drive, fifty (50') wide; (3) North  $53^{\circ}33'40''$  East a distance of 222.28 feet to a point on the line dividing Lands N/L Gallimore and Lands N/L Murray to the point and place of beginning; thence extending from said point and place of beginning, along said line dividing Lands N/L Gallimore and Lands N/L Murray North  $53^{\circ}33'40''$  East a distance of 20.06 feet to a point on the line dividing Lands N/L Gallimore and Lands N/L Alexander and Amelia Illes, also being a point of a line of the lands of the N/L Harold E. Jr. & Sherry A. Herman; thence extending along said line South  $32^{\circ}08'30''$  East a distance of 130.00 feet to a point on the line dividing Lands N/L of Gallimore and Lands N/L George C. and Sandra J. Devine; thence along said line South  $54^{\circ}43'30''$  West a distance of 20.03 feet to a point; thence extending through Lands N/L Gallimore North  $32^{\circ}08'30''$  West a distance of 129.59 feet to the point and place of beginning.

Containing: 2,596 S.F. of Land More or Less.



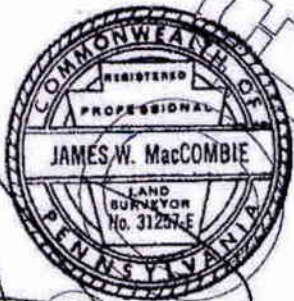
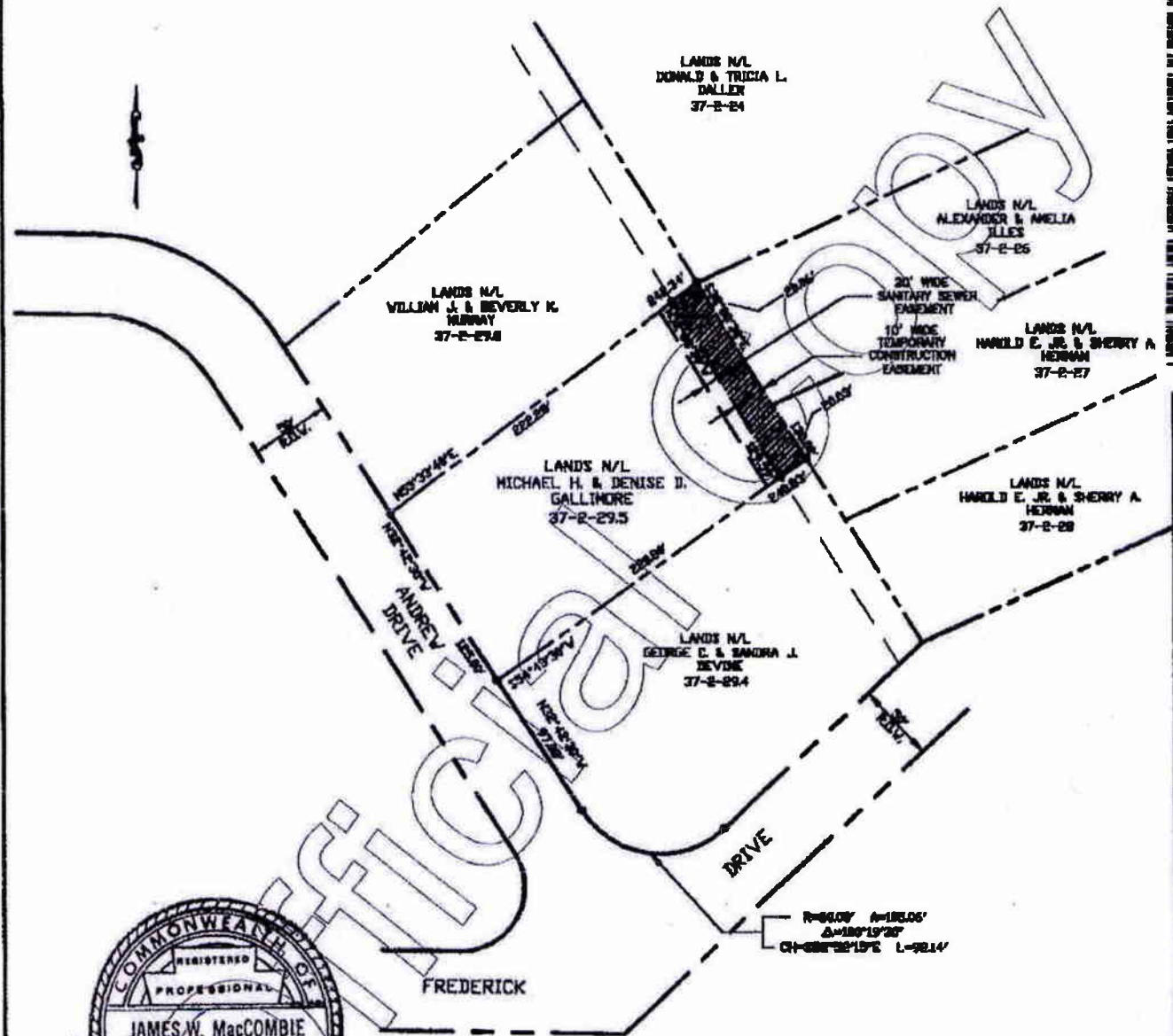
LAMB MCERLANE

06/10/2005 03 20P

10541834  
Page 7 of 8  
B-6517 P-644

EXHIBIT B

10541834  
 Page 3 of 8  
 B-6517 P-644



*4/10/08*  
 AREA OF EASEMENT = 2,598 S.F.  
 = 0.0596 Ac.

AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 1,294 S.F.  
 = 0.0297 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT                  THROUGH LANDS OF                  MICHAEL H. &amp; DENISE D. GALLIMORE                  ANDREW DRIVE                  FOR                  THE TOWNSHIP OF SADSURY</b>	
SADSURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2006
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



msa  
SP



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. 37-2-29.8

### RIGHT-OF-WAY AGREEMENT

WILLIAM J. MURRAY and BEVERLY K. MURRAY  
(Grantors)

SADSBURY TOWNSHIP  
(Grantee)

MBE

Unofficial Copy



**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 25 day of April, 2005, between William J. & Beverly K. Murray (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 1599, Page 0561.

**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 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.



LAMB MCERLANE

06/10/2005 09:20P

10541835  
Page 3 of 8  
B-6517 P-652

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

**GRANTOR:**

*Beverly Murray*  
*William J. Murray Jr.*

**ATTEST:**

*John Murray*  
Secretary

**GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS**

*Rafael Garcia*  
Chairman

Unofficial



10541835  
Page 4 of 8  
B-6517 P-652

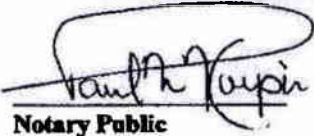
09/10/2005 02:20P

STATE OF PENNSYLVANIA:

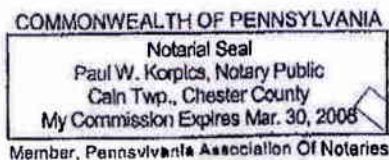
COUNTY OF CHESTER:

On this 25th day of April, 2005, before me, the undersigned officer, personally appeared Beverly L. Murray and William Murray 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: Mar. 30, 2008



LAMB MCERLANE

04/10/2008 03:20P

10541835  
Page 5 of 8  
B-6517 P-652

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Haniff 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.**

Jeanette R. Tell  
Notary Public

My Commission Expires:

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



10541835  
Page 6 of 8  
B-6517 P-652

08/10/2008 09:20P

610-356-9550  
FAX 610-356-6032

**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 29, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L WILLIAM J. AND BEVERLY K. MURRAY**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 William J. and Beverly K. Murray, Andrew Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at an interior point on the line dividing Lands N/L William J. and Beverly K. Murray and Lands N/L Franz Geissler, said point being measured the following three (3) courses and distances from a point of curve on the Northwesterly 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 Andrews Drive, fifty (50) feet wide; thence extending (3) North 51°14'40" East, 224.39 feet to the point and place of beginning; thence extending from said point and place of beginning along said line dividing Lands N/L Murray and Lands N/L Geissler, North 51°14'40" East, a distance of 20.14 feet to a point on the line dividing lands N/L Murray and Lands N/L Donald and Tricia L. Daller; thence extending along said line South 32°08'30" East a distance of 135.00 feet to a point on the line dividing Lands N/L Murray and Lands N/L Michael H. and Denise D. Gallimore; thence extending along said line South 53°33'40" West a distance of 20.06 feet to a point on said line; thence extending from said point through Lands N/L Murray, North 32°08'30" West a distance of 134.18 feet to the point and place of beginning.

Containing: 2,692 S.F. of Land More or Less

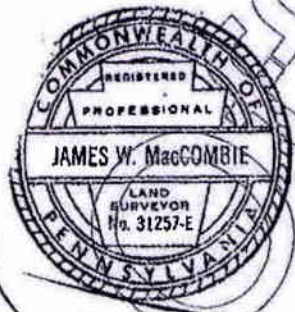
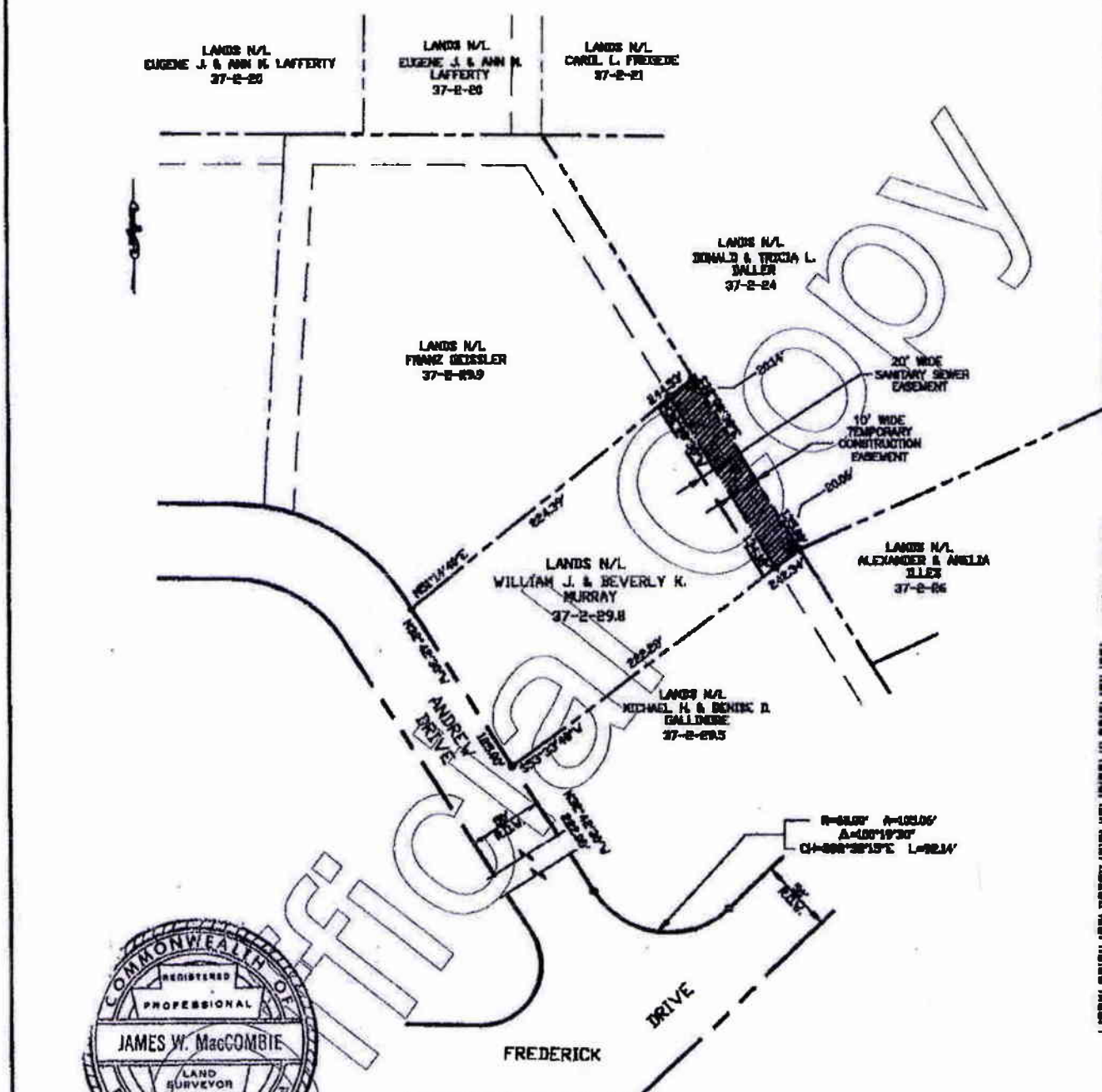


LAMB MCERLANE

08/10/2005 09:20P

10541836  
Page 7 of 8  
B-6517 P-652

EXHIBIT B



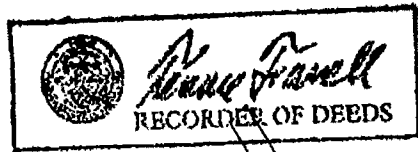
4/10/05  
 AREA OF EASEMENT = 2,692 S.F.  
 = 0.0618 Ac.

AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 1,340 S.F.  
 = 0.0308 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF WILLIAM J. &amp; BEVERLY K. MURRAY ANDREW DRIVE</b>	
FOR <b>THE TOWNSHIP OF SADSURY</b>	
SADSURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

10541835  
 Page 6 of 6  
 B-6517 P-652  
 08/10/2005 03:30P  
 LAMB MCKERLANE

msa  
SP



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. 37-2-29.2 ✓

**RIGHT-OF-WAY AGREEMENT**

**STANLEY M. KRYZANAUSKAS and CATHERINE E. KRYZANAUSKAS**  
(Grantors)

**SADSBURY TOWNSHIP**  
(Grantee)

MBE

Unofficial Copy

This Document Recorded  
06/10/2006  
03:20PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10541831  
Receipt #: 229541  
Rec Fee: 41.50



LAMB MCERLANE

06/10/2006 03:20P

10541831  
Page: 1 of 2  
B-6517 P-620

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 27<sup>th</sup> day of APRIL, 2005, between Stanley M. & Catherine E. Kryzanasuskas (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 K0051, Page 0413.

**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;



10541831  
Page 2 of 6  
B-6517 P-620

- (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.



LAMB MCERLANE

06/10/2006 03:20P

10541831  
Page 3 of 8  
B-6517 P-620

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

**GRANTOR:**

*Stanley M. Hyslop*  
*Christina Hyslop*

**ATTEST:**

*John W. [Signature]*  
Secretary

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

*Ralph Garcia*  
Chairman

LAMB MCERLANE  
09/10/2008 03:20P  
70541831  
Page 4 of 8  
B-0517 P-620

Unofficial

STATE OF PENNSYLVANIA:

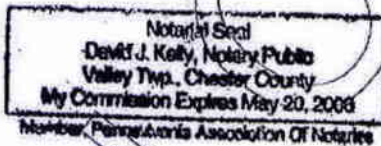
COUNTY OF CHESTER:

On this 27<sup>th</sup> day of APRIL, 2005, before me, the undersigned officer, personally appeared Stanley Kazanowski and Arthur E. Kazanowski 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.

David J. Kelly  
Notary Public

My Commission Expires:



10541831  
Page 6 of 8  
B-6517 P-620

STATE OF PENNSYLVANIA: -

COUNTY OF CHESTER: -

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Hanif 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.

Jeanette R. Tett  
Notary Public

My Commission Expires:

Commonwealth Of Pennsylvania

Notarial Seal  
Jeanette R. Tett, Notary Public  
West Chester Boro, Chester County  
My Commission Expires May 31, 2007

Member, Pennsylvania Association Of Notaries



10541831  
Page 6 of 8  
B-6517 P-620

Unofficial

610-356-9550  
FAX 610-356-5032

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

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

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

March 9, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L STANLEY M. AND CATHERINE E. KRYZANAUSKAS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 Stanley M. and Catherine Kryzanauskas, Andrew Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc. Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at an interior point on the line dividing Lands N/L of Stanley M. and Catherine E. Kryzanauskas and Lands N/L Craig M. and Theresa A. Pappas, said point being measured the following (5) courses and distances from a point of curve on the Northwesterly side of Frederick Drive Fifty feet (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  $32^{\circ}42'30''$  West, 354.92 feet to a point of curve; (3) on a line curving to the left having a radius of 140 feet, an arc distance of 137.19 feet; (4) North  $88^{\circ}51'10''$  West, 104.97 feet to a point on the Northerly side of Andrew Drive, Fifty (50) feet wide; (5) North  $03^{\circ}37'00''$  East, 224.69 feet to the point and place of beginning; thence extending from said point and place of beginning along said line dividing Lands N/L of Kryzanauskas and Lands N/L of Pappas North  $03^{\circ}37'00''$  East, 20.03 feet to a point; thence extending South  $89^{\circ}23'30''$  East, 125.01 feet to a point on the line dividing Lands N/L Kryzanauskas and Lands N/L Franz Geissler; Thence extending along said line South  $03^{\circ}36'40''$  West, 20.03 feet to a point; thence extending through Lands N/L of Kryzanauskas North  $89^{\circ}23'30''$  West 125.01 feet to the first mentioned point and place of beginning.

Containing: 2,500 S.F. of Land More Or Less.



LAMB MICERLANE

06/10/2006 03 20P

10541831

Page 7 of 8

B-6517 P-620

EXHIBIT B

LANDS N/L  
ROBERT A. & CHRISTINE V.  
HILL  
37-2-18.3

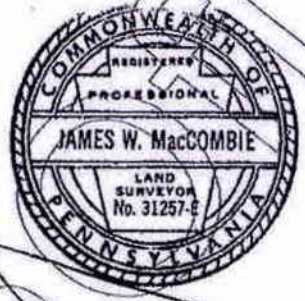
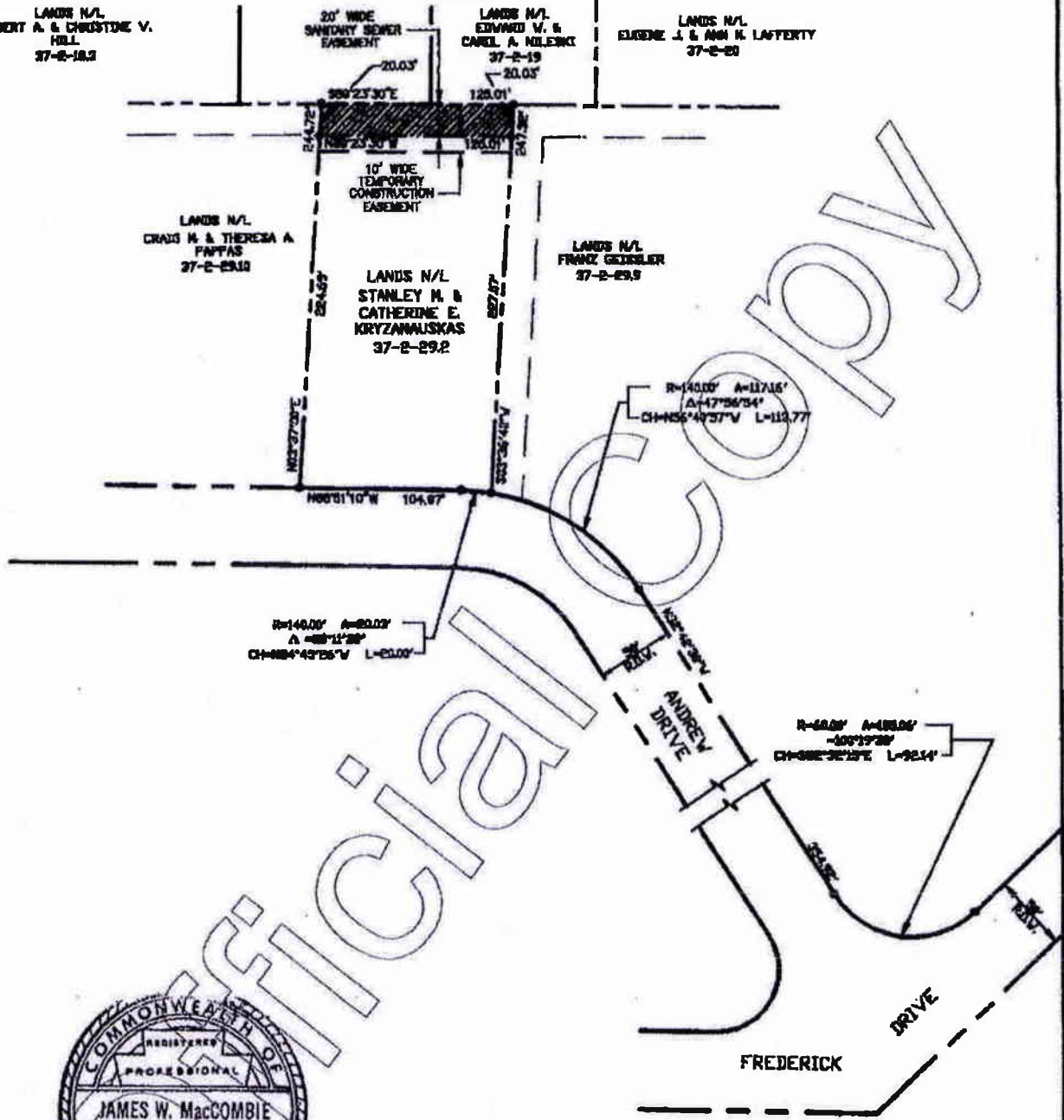
LANDS N/L  
EDWARD W. &  
CAROL A. NILENKO  
37-2-19  
20.03'

LANDS N/L  
EUGENE J. & ANN K. LAFFERTY  
37-2-20

LANDS N/L  
CRAIG M. & THERESA A.  
PAPPAS  
37-2-28.10

LANDS N/L  
FRANZ GEISLER  
37-2-29.5

LANDS N/L  
STANLEY M. &  
CATHERINE E.  
KRYZANAUSKAS  
37-2-29.2



AREA OF EASEMENT = 2,500 S.F.  
= 0.0574 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,250 S.F.  
= 0.0287 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> <b>THROUGH LANDS OF</b> <b>STANLEY M. &amp; CATHERINE E. KRYZANAUSKAS</b> <b>ANDREW DRIVE</b> <b>FOR</b> <b>THE TOWNSHIP OF SADSURY</b>	
SADSURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

10541831  
 Page 8 of 8  
 B-6517 P-620  
 06/10/2005 05:20P  
 LAMS NCEPLANE

msa  
8P



~~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. 37-2-29.10

**RIGHT-OF-WAY AGREEMENT**

CRAIG M. PAPPAS and TERESA A. PAPPAS  
(Grantors)

SADSBURY TOWNSHIP  
(Grantee)

MBS

Official Copy

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

Doc Id: 10541836  
Receipt #: 229541  
Rec Fee: 41.50



LAMB MCERLANE

06/10/2005 03:20P

10541836  
Page 1 of 8  
B-6517 P-660

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 21<sup>st</sup> day of APRIL, 2005, between Craig M. & <sup>Teresa</sup>~~Theresa~~ A. Pappas (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 1476, Page 0336.

**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

06/10/2006 09:20P

10541836

Page 2 of 4

B-6517 P-660

- (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.





LAMB MCERLANE

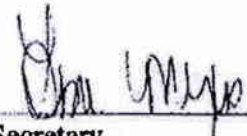
06/10/2006 03:20P

10541836  
Page 3 of 8  
B-6517 P-660

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

GRANTOR:  
  


**ATTEST:**

  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman

Unofficial



LAMP MCELANE

06/10/2009 07:20P

10541836

Page 4 of 8

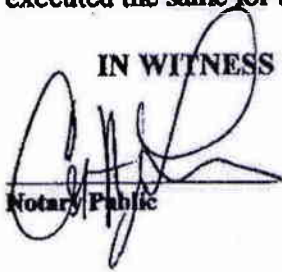
B-6517 P-660

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 21<sup>ST</sup> day of April, 2005 before me, the undersigned officer, personally appeared Craig Pappas and Teresa Pappas 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: Feb. 20<sup>th</sup> 2006

Notarial Seal  
Cari A. Gorenz, Notary Public  
Valley Twp., Chester County  
My Commission Expires Feb. 20, 2006

Unofficial Copy



LAMB MCERLANE

06/10/2006 03:20P

10541836

Page 5 of 8

B-6517 P-660

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Harris 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.

Jeannette R. Tett  
Notary Public

My Commission Expires:

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



10541836  
Page 6 of 8  
B-6517 P-660

08/10/2005 03:20P

610-356-9560

FAX 610-356-6032

## 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 9, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH <sup>TERESA</sup>**  
**LANDS N/L CRAIG M. AND <sup>TERESA</sup> THERESA A. PAPPAS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 Craig M. and <sup>TERESA</sup> Theresa A. Pappas, Andrew Drive for the Township of Sadsbury", prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 being more specifically described as follows to wit"

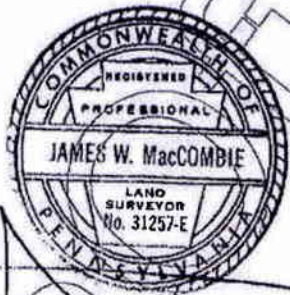
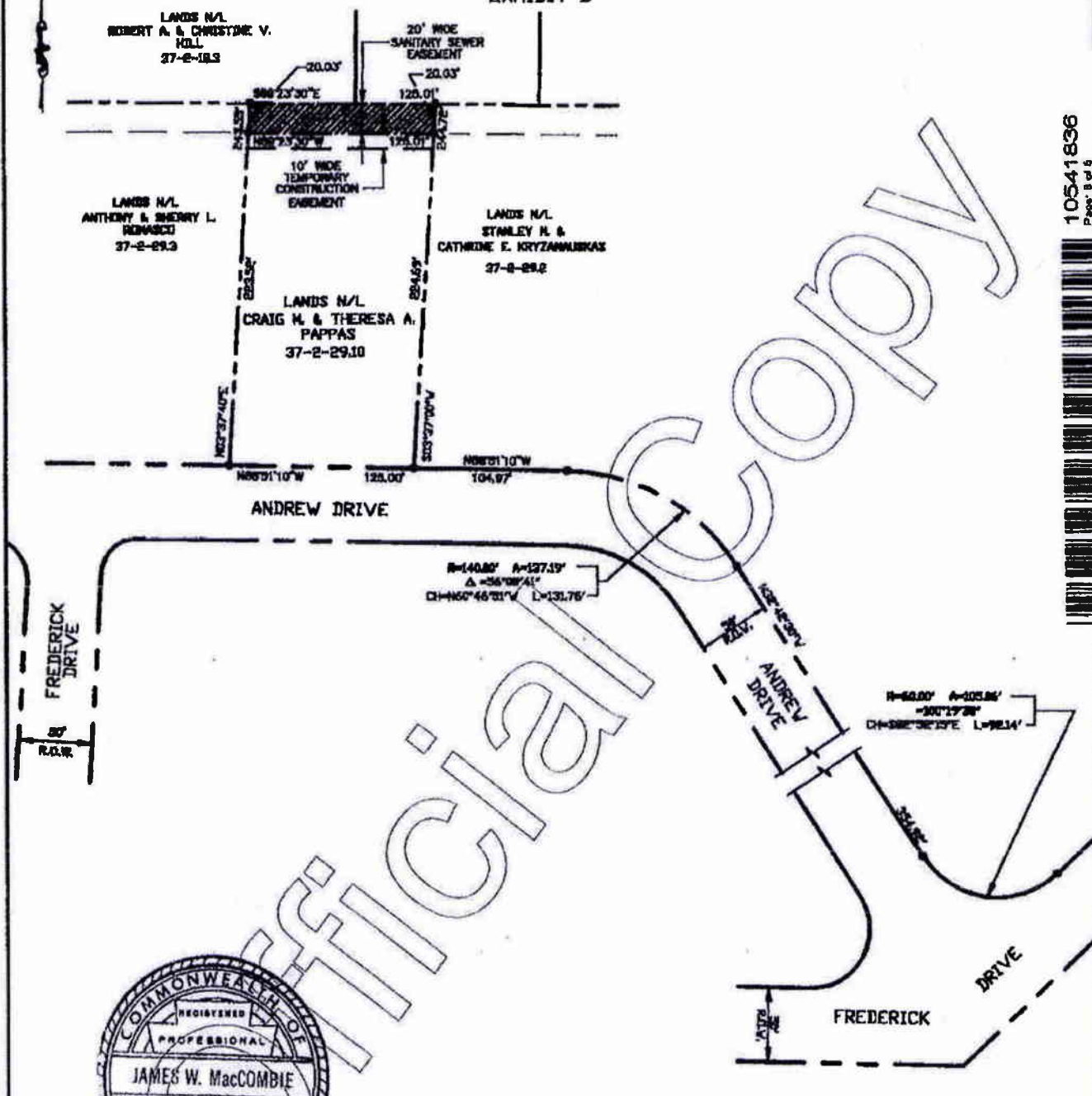
**BEGINNING** at a point on the line dividing Lands N/L of Craig M. and <sup>TERESA</sup> Theresa A. Pappas and Lands N/L of Anthony and Sherry L. Romasco, said point being measured the following five (5) courses and distances from a point of curve on the Northwestern side of Frederick Drive Fifty (50) 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, 354.92 feet to a point of curve; (3) on a line curving to the left having a radius of 140 feet, an arc distance of 137.19 feet; (4) North 88°51'10" West, 229.97 feet to a point on the Northerly side of Andrew Drive Fifty (50) feet wide; (5) North 03°37'40" East 223.52 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 Pappas and Lands N/L Romasco, North 03°37'40" East, 20.03 feet to a point on the line dividing Lands N/L of Pappas and Lands N/L of Robert A. And Christine V. Hill; thence extending along said line South 89°23'30" East, 125.01 feet to a point on the line dividing Lands N/L of Pappas and Lands N/L of Stanley M. and Catherine E. Kryzanas; thence extending along said line South 03°37'00" West, 20.03 feet to a point; thence extending through Lands N/L of Pappas North 89°23'30" West, 125.01 feet to the first mentioned point and place of beginning.

Containing: 2,500 S.F. of Land More Or Less.



10541836  
Page 7 of 8  
B-6517 P-660

EXHIBIT B



*A/c/o/g*

AREA OF EASEMENT = 2,500 S.F.  
= 0.0574 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,250 S.F.  
= 0.0287 Ac.

10541836  
Page 8 of 8  
B-6517 P-660  
05/12/2005 03:20P  
JANE M'CELANE

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF <sup>TERESA</sup> <b>CRAIG M. &amp; THERESA A. PAPPAS</b>	
<b>ANDREW DRIVE</b>	
FOR THE TOWNSHIP OF SADSURY	
SADSURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	

*MSA*

RETURN TO:  
Lamb McErlane PC  
24 East Market Street, box 568  
West Chester, PA 19381-0565

**RETURN TO!**

BEING PART OF U.P.I. No. 37-2-29.3

**RIGHT-OF-WAY AGREEMENT**

**ANTHONY ROMASCO and SHERRY L. ROMASCO**  
(Grantors)

**SADSBURY TOWNSHIP**  
(Grantee)

*MSB*

Unofficial Copy

This Document Recorded  
06/10/2006  
03:20PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc id: 10541832  
Receipt #: 229541  
Rec Fee: 41.60



10541832  
Page: 1 of 8  
B-6517 P-628

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 12<sup>th</sup> day of May, 2015, between Anthony and Sherry L. Romasco (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 5136, Page 1124.

**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;



LAMB MCERLANE

06/10/2005 09:20P

10541832

Page 2 of 5

B-6517 P-628

- (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.



10541832  
Page 3 of 8  
B-6517 P-628

LAMB McERLANE

26/10/2005 03:00P

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

**GRANTOR:**

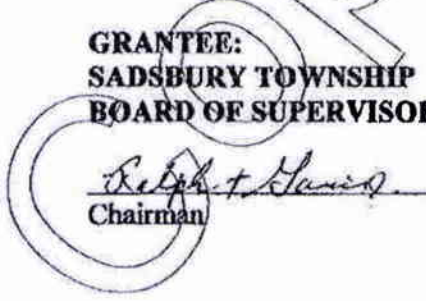
*[Handwritten signature]*  
*[Handwritten signature]*

**ATTEST:**

*[Handwritten signature]*  
Secretary

**GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS**

*[Handwritten signature]*  
Chairman



Unofficial



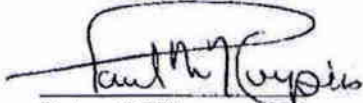
10541832  
Page 4 of 6  
B-6517 P-628

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 30th day of April, 2005, before me, the undersigned officer,  
personally appeared Anthony Romasco and Sherry L Romasco 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: March 30th, 2008

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Paul W. Kopic, Notary Public  
Calm Twp., Chester County  
My Commission Expires Mar. 30, 2008  
Member, Pennsylvania Association Of Notaries



10541832  
Page 5 of 8  
B-6517 P-628

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Harris 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.

Jeannette R. Telt  
Notary Public

My Commission Expires:

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



10541832  
Page 6 of 8  
B-6517 P-628

610-358-9550  
FAX 610-358-5032

## 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

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

March 9, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L ANTHONY AND SHERRY L. ROMASCO**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 Sherry L. Romasco, Andrew Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing Lands N/L of Anthony and Sherry L. Romasco and Land N/L, Lark and Theresa Kemper, said point being measured the following five (5) courses and distances from a point of curve on the Northwesterly 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, 354.92 feet to a point of curve; (3) on a line curving to the left having a radius of 140 feet, an arc distance of 137.19 feet to a point of tangent; (4) North 88°51'10" West 354.97 feet to a point on the Northerly side of Andrew Drive Fifty (50) feet wide; (5) North 03°38'20" East 222.33 feet to the point and place of beginning; thence extending from said point and place of beginning along said line dividing Lands N/L Romasco and Lands N/L Kemper North 03°38'20" East, 20.03 feet to a point on the line dividing Lands N/L Romasco and Lands N/L Robert A. and Christine V. Hill; thence extending along said line South 89°23'30" East, 125.01 feet to a point on the line dividing Lands N/L Romasco and Lands N/L Craig M. and Theresa A. Pappas; thence extending along said line South 03°37'40" West, 20.03 feet to a point; thence extending through Lands N/L Romasco North 89°23'30" West, 125.01 feet to the point and place of beginning.

Containing: 2,500 S.F. of Land More or Less



JAMB MCERLANE

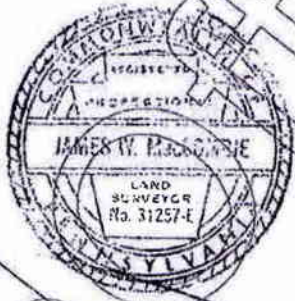
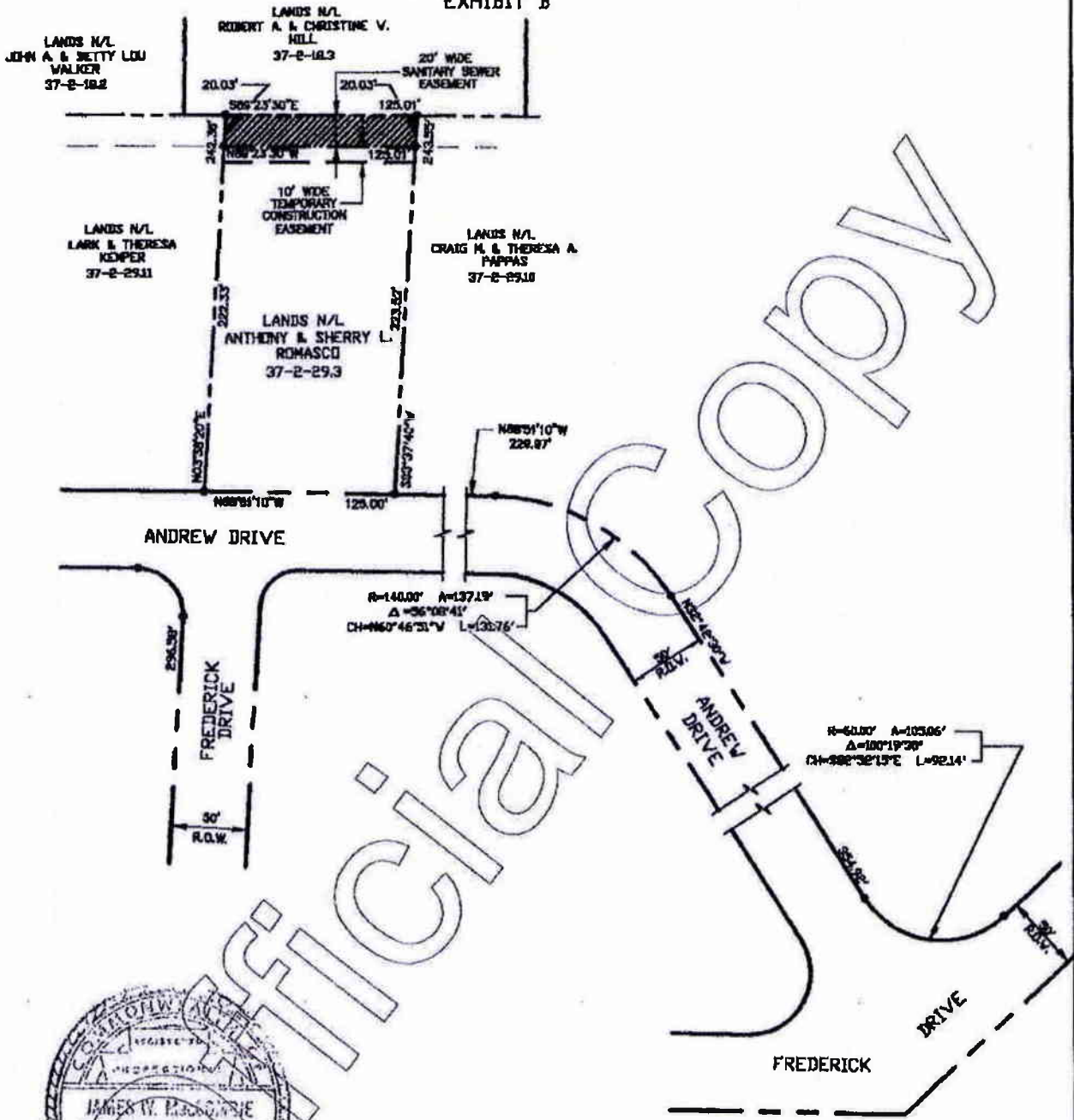
06/10/2006 09:20P

10541832

Page 7 of 8

B-6517 P-628

EXHIBIT B



AREA OF EASEMENT = 2,500 S.F.  
= 0.0574 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,250 S.F.  
= 0.0287 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>ANTHONY &amp; SHERRY L. ROMASCO</b> ANDREW DRIVE FOR THE TOWNSHIP OF SADSURY	
SADSURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19005	
SHEET 1 OF 1	

10541832  
Page 8 of 6  
B-6617 P-628



8P msa



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

BEING PART OF U.P.I. No. 37-2-29.11

**RIGHT-OF-WAY AGREEMENT**

**LARK KEMPER and THERESA KEMPER  
(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: 10541837  
Receipt #: 229541  
Rec Fee: 41.50



10541837  
Page 1 of 8  
B-6517 P-668

LAMB MCERLANE

06/10/2005 03:20P

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 12<sup>th</sup> day of May, 2005, between Lark & Theresa Kemper (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 6191, Page 0327.

**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

26/10/2006 09:20P

10541837

Page 2 of 8

B-6517 P-668

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 15<sup>th</sup> day of November, 2005, before me, the undersigned officer, personally appeared Ralph J. Garmy and \_\_\_\_\_ 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. Tati  
Notary Public

My Commission Expires:

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



10599288  
Page 6 of 8  
B-6691 P-656

Unofficial

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 15<sup>th</sup> day of Nov, 2005, before me, the undersigned officer,  
personally appeared John E. Tug 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 purposes therein contained.

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

*Jeannette R. Teti*  
Notary Public

My Commission Expires:

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



10599288  
Page 5 of 8  
B-6601 P-656

Unofficial Copy

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

GRANTOR:

*John E. Trep Sr.*

ATTEST:

*John M. Myer*  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Ralph T. Janisz*  
Chairman

Unofficial



10599288  
Page 4 of 8  
B-6691 P-656

- (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.



LAMB MCKERLANE

11/22/2005 03:02p

10599288

Page 3 of 8

B-6691 P-656

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 15 day of Nov, 2005, between John Trego, Sr. (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 5080, Page 2120.

**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;

EP 11/22/05



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. 37-2-29.13

**RIGHT-OF-WAY AGREEMENT**

JOHN TREGO, SR.  
(Grantor)

SADSBURY TOWNSHIP  
(Grantee)

MBW

Unofficial Copy

This Document Recorded  
11/22/2005  
03:02PM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10599288  
Receipt #: 261454  
Rec Fee: 31.50

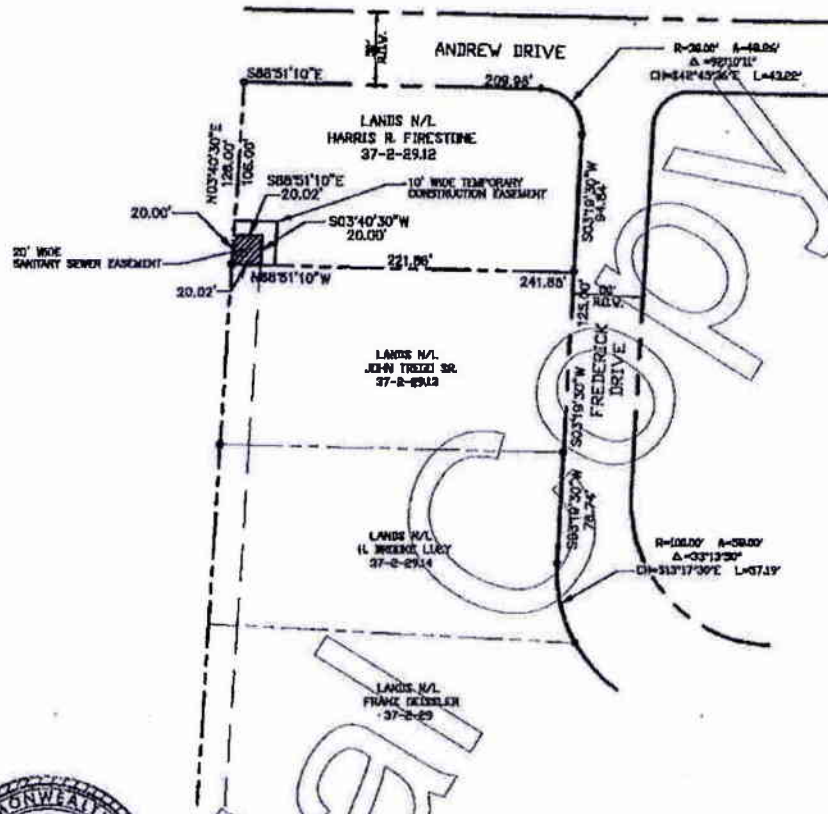


10599288  
Page 1 of 8  
B-6691 P-656

LAMB MCERLANE

11/22/2005 03:02P

EXHIBIT B



AREA OF EASEMENT = 300 S.F.  
 = 0.0092 Ac.

AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 504 S.F.  
 = 0.0116 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF	
<b>HARRIS R. FIRESTONE</b>	
FREDERICK DRIVE	
IN	
THE TOWNSHIP OF SADBURY	
SADBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 28, 2005
HERBERT E. MacCOMBIE, JR., P.E.	
CONSULTING ENGINEERS AND SURVEYORS, INC.	
P.O. BOX 118	
BROOMALL, PA. 19008	
SHEET 1 OF 1	

810-356-9560  
FAX 810-356-6032

## 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 29, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L HARRIS R. FIRESTONE**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** twenty (20') 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 Harris R. Firestone, Frederick Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing Lands N/L Harris R. Firestone and Lands N/L John Trego, Sr., said point being measured the following three (3) courses and distances from a point of curve on the Southerly side of Andrew Drive fifty (50') feet wide; (1) extending from said point of curve on a line curving to the right having a radius of 30 feet, an arc distance of 48.26 feet to a point of tangent; (2) South 03°19'30" West a distance of 94.84 feet to a point on the Westerly side of Frederick Drive, fifty (50') feet wide; (3) thence leaving said line along the line dividing Lands N/L Firestone and Lands N/L Trego North 88°51'10" West a distance of 221.86 feet to the point and place of beginning; thence extending from said point and place of beginning along said line North 88°51'10" West a distance of 20.02 feet to a point; thence leaving said point and line North 03°40'30" East a distance of 20.00 feet to a point; thence through lands N/L Firestone the following two (2) courses and distances; (1) South 88°51'10" East a distance 20.02 to a point; (2) thence extending from said point South 03°40'30" West a distance of 20.00 feet to the point and place of beginning.

Containing 400 S.F. of Land More or Less.

10541838  
Page 7 of 8  
B-8517 P-876

LAND MICEPLANE

06/10/2005 03:20P

STATE OF PENNSYLVANIA:

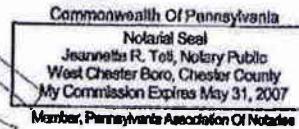
COUNTY OF CHESTER:

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Dennis 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.

*Jeanette R. Toll*  
Notary Public

My Commission Expires:



10541838  
Page 6 of 8  
B-8517 P-676

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 11th day of May, 2005, before me, the undersigned officer,  
personally appeared Harris Frostman 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 purposes therein contained.

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

Notary Public

My Commission Expires: Feb. 20, 2006

Notarial Seal  
Carl A. Gorenz, Notary Public  
Valley Twp., Chester County  
My Commission Expires Feb. 20, 2006



10541838  
Page 6 of 8  
B-6517 P-676

Unofficial Copy

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

GRANTOR:

Harris R. Greston

ATTEST:

[Signature]  
Secretary

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

[Signature]  
Chairman

Unofficial



LAMB KICKER LANE

08/10/2005 03:20P

10541838  
Page 4 of 8  
B-6517 P-676

- (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.



LAMB TACERLANE

05-107305 03 20P

10541838

0410 3 of 8

B-6517 P-676

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 11 day of May, 2005, between Harris R. Firestone (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 6200, Page 2294.

**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;



JANU MCKERLANE

10/10/2005 03:20P

10541838

Page 2 of 4

B-6517 P-876

msa  
39



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

BEING PART OF U.P.I. No. 37-2-29.12

### RIGHT-OF-WAY AGREEMENT

HARRIS R. FIRESTONE  
(Grantor)

SADBURY TOWNSHIP  
(Grantee)

MSB

Unofficial Copy

This Document Recorded  
09/10/2006  
03:20PM  
Doc Code, MSA Chester County, Recorder of Deeds Office

Doc Id: 10541838  
Receipt #: 229541  
Rec Fee: 41.50



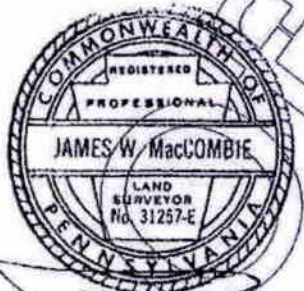
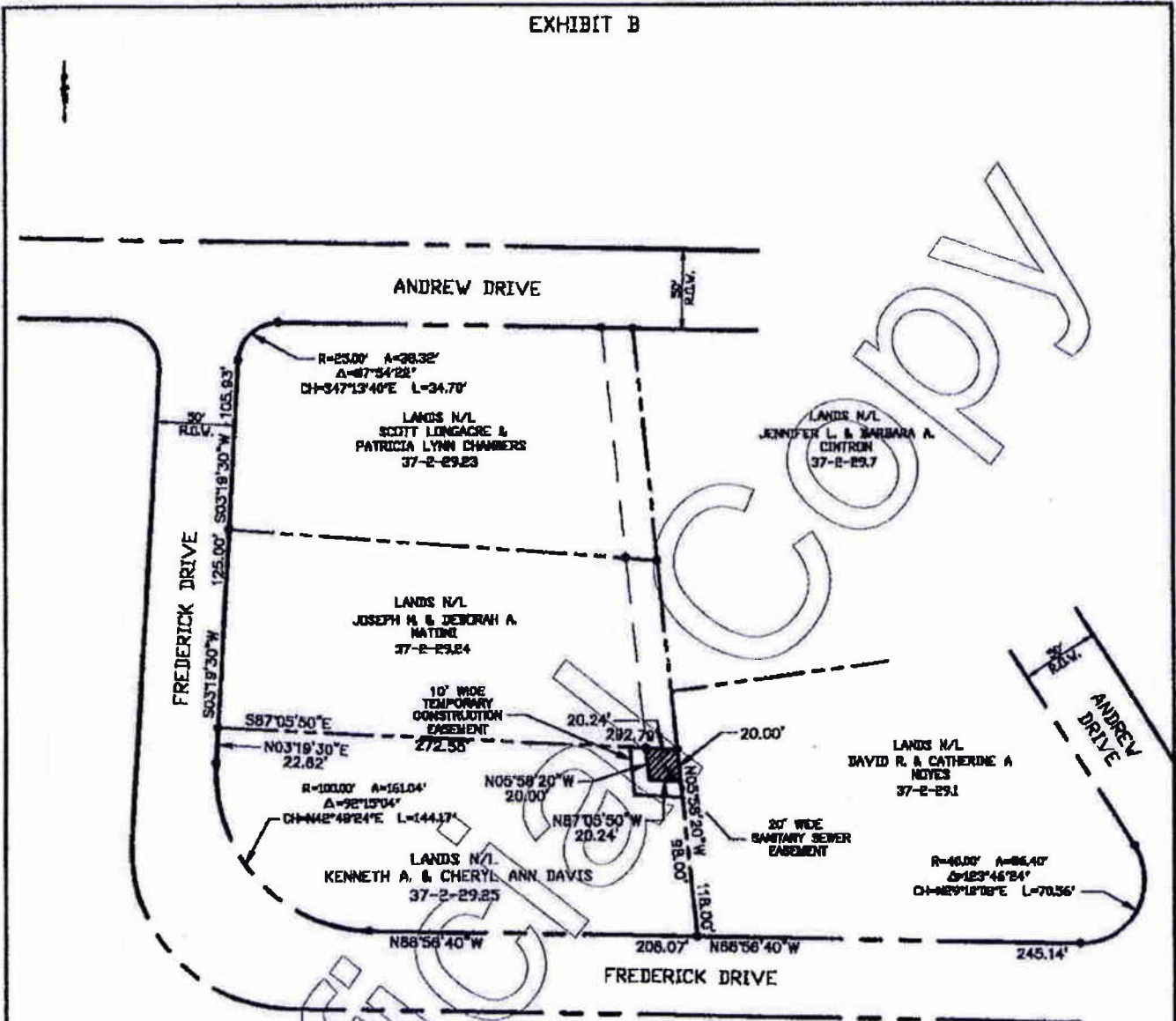
10541838  
Page 1 of 4  
B-6517 P-676

LAMB MCKERLANE

09/10/2006 03:20PM



EXHIBIT B



4/10/05

AREA OF EASEMENT = 400 S.F.  
= 0.0092 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 504 S.F.  
= 0.0116 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> <b>THROUGH LANDS OF</b> <b>KENNETH A. &amp; CHERYL ANN DAVIS</b> <b>FREDERICK DRIVE</b> <b>FOR</b> <b>THE TOWNSHIP OF SADSURY</b>	
SADSURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
<b>HERBERT E. MacCOMBIE, JR., P.E.</b> <b>CONSULTING ENGINEERS AND SURVEYORS, INC.</b> P.O. BOX 116 BROOMALL, PA. 19008	
SHEET 1 OF 1	

610-356-9550  
FAX 610-356-5032

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

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

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

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

March 29, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L KENNETH A. & CHERYL ANN DAVIS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 Kenneth A. and Cheryl Ann Davis, Frederick Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at an interior point on line dividing Lands N/L Kenneth A. and Cheryl Ann Davis and Lands N/L David R. and Catherine A. Noyes, said point being measured the following three (3) courses and distances from a point of curve on the Southwesterly side of Andrew Drive, fifty (50') feet wide; (1) extending from said point of curve on a line curving to the right having a radius of 40 feet, an arc distance of 86.40 feet to a point of tangent; (2) North  $88^{\circ}56'40''$  West a distance of 245.14 feet to a point on the Northerly side of Frederick Drive, fifty (50') feet wide; (3) leaving said line along the line dividing Lands N/L of Davis and Noyes North  $05^{\circ}58'20''$  West a distance of 98.00 feet to the point and place of beginning; thence leaving said point and place of beginning through Lands N/L Davis the following two (2) courses and distances; (1) North  $87^{\circ}05'50''$  West a distance of 20.24 feet to a point; (2) thence extending from said point North  $05^{\circ}58'20''$  West a distance of 20.00 feet to a point on the line dividing Lands N/L Davis and Lands N/L Joseph M. and Deborah A. Matoni; thence extending along said line South  $87^{\circ}05'50''$  East a distance of 20.24 feet to a point on the line dividing Lands N/L Davis and Lands N/L Noyes; thence along said line South  $05^{\circ}58'20''$  East a distance of 20.00 feet to the point and place of beginning.

Containing: 400 S.F. of Land More or Less.



LAMB MCERLANE

03/10/2005 03 24P

10541847

Page 7 of 8

B-6517 P-758

STATE OF PENNSYLVANIA:

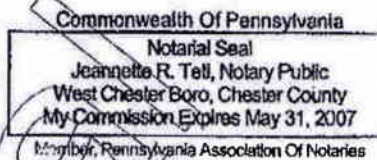
COUNTY OF CHESTER:

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Harris 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.

*Jeannette R. Tell*  
Notary Public

My Commission Expires:



10541847  
Page 6 of 8  
B-6517 P-758

**STATE OF PENNSYLVANIA:**

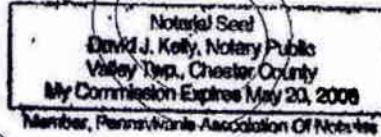
**COUNTY OF CHESTER:**

On this 29 day of April, 2007, before me, the undersigned officer, personally appeared Kenneth A. Davis and Cheryl A. Davis 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.

David J. Kelly  
Notary Public

My Commission Expires:



10541847  
Page 5 of 8  
B-6517 P-758

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

GRANTOR:

*Kent Allen Davis*

*Cheryl Ann Davis*

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Ralph J. Davis*  
Chairman

ATTEST:

*[Signature]*  
Secretary

Unofficial



10541847  
Page 4 of 8  
B-6517 P-758

LAMB N CER ANE

05/10/2005 03:24P

- (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.



LAMB MCERLANE

06/10/2005 03:24P

10541847

Page 3 of 8

B-6517 P-758

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 29 day of APRIL, 2005, between Kenneth Allen & Cheryl Ann Davis (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 G0058, Page 0392.

**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;



JAMB MCERLANE

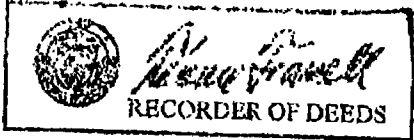
08/10/2006 03 24P

10541847

Page 2 of 8

B-6517 P-758

8/3/03



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. 37-2-29.25

**RIGHT-OF-WAY AGREEMENT**

**KENNETH ALLEN DAVIS and CHERYL ANN DAVIS  
(Grantors)**

**SADSBURY TOWNSHIP  
(Grantee)**

MRS

Unofficial Copy

This Document Recorded  
06/10/2005  
03:24PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10541847  
Receipt #: 229544  
Rec Fee: 41.50



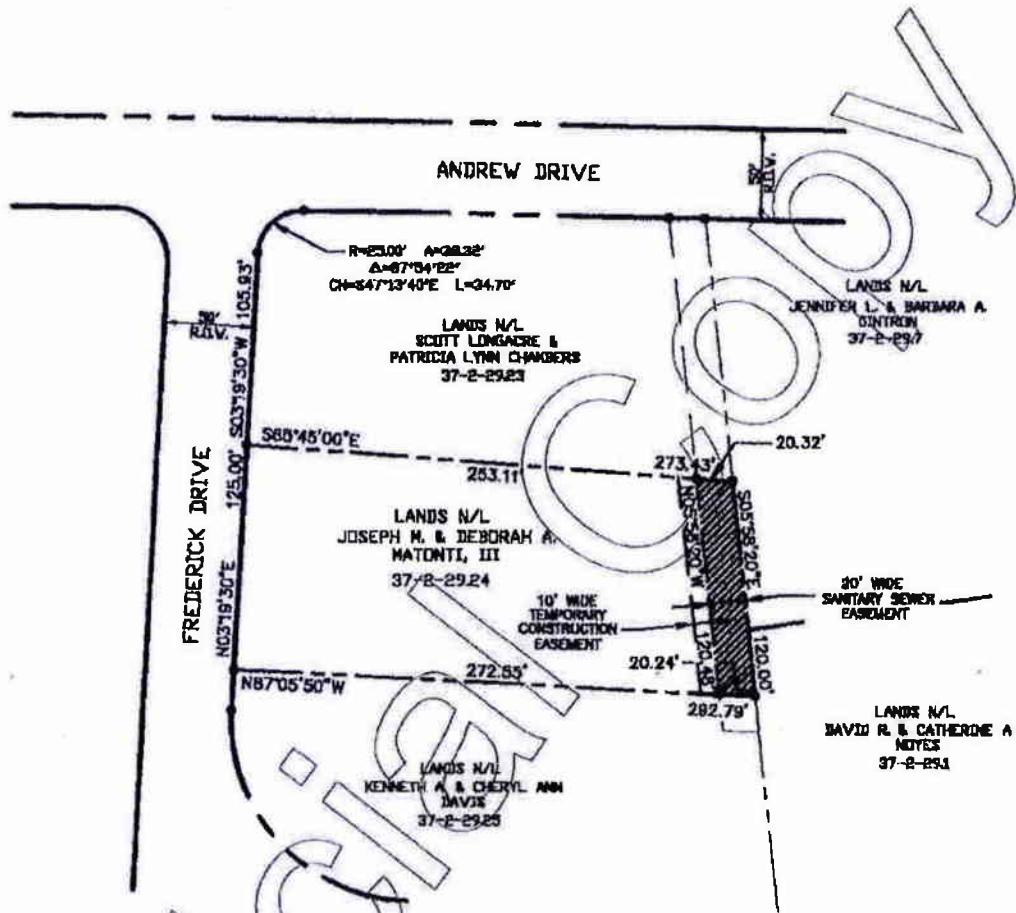
LAMB MCERLANE

06/10/2005 03:24P

10541847  
Page 1 of 8  
B-6517 P-758



EXHIBIT B



*4/2/05*

AREA OF EASEMENT = 2,405 S.F.  
= 0.0552 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,206 S.F.  
= 0.0277 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> <b>THROUGH LANDS OF</b> <b>JOSEPH M. &amp; DEBORAH A. MATONTI, III</b> <b>FREDERICK DRIVE</b> <b>EDB</b> <b>THE TOWNSHIP OF SADSBUURY</b>	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
<b>HERBERT E. MacCOMBIE, JR., P.E.</b> <b>CONSULTING ENGINEERS AND SURVEYORS, INC.</b> P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

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 29, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L JOSEPH M. AND DEBORAH A. MATONTI, III**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** twenty (20') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement Through Lands of Joseph M. and Deborah A. Matonti, III Frederick Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing lands N/L Joseph M. and Deborah A. Matonti, III and Land N/L Scott Longacre and Patricia Lynn Chambers, said point being measured the following three (3) courses and distances from a point of curve on the Southerly side of Andrew Drive, fifty (50') feet wide; (1) extending from said point along a line curving to the left having a radius of 25 feet, an arc distance of 38.32 feet to a point of tangent; (2) South  $03^{\circ}19'30''$  West a distance of 105.93 feet to a point on the Easterly side of Frederick Drive, fifty (50') feet wide; (3) thence extending along said line dividing lands N/L Matonti, III and lands N/L Longacre and Chambers South  $85^{\circ}45'00''$  East a distance of 253.11 feet to the point and place of beginning; thence extending from said point and place of beginning along said line South  $85^{\circ}45'00''$  East a distance of 20.32 feet to a point on the line dividing Lands N/L Matonti, III and Lands N/L Jennifer L. and Barbara A. Cintron; thence leaving said point along said line South  $05^{\circ}58'20''$  East a distance of 120.00 feet to a point on the line dividing Lands N/L Matonti, III and Lands N/L Kenneth A. and Cheryl Ann Davis; thence leaving said point along said line North  $87^{\circ}05'50''$  West a distance of 20.24 feet to a point; thence leaving said line through Lands N/L Matonti, III North  $05^{\circ}58'20''$  West a distance of 120.48 feet to the point and place of beginning.

Containing: 2,405 S.F. of Land More or Less.



10541849  
Page 7 of 8  
B-6517 P-774

05/10/2005 03:24P

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this ~~5<sup>th</sup>~~<sup>16<sup>th</sup></sup> day of MAY, 2005, before me, the undersigned officer, personally appeared Ralph J. Harris 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.

*Jeanette R. Teti*  
Notary Public

My Commission Expires:

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



10541849  
Page 8 of 8  
B-6517 P-774

**STATE OF PENNSYLVANIA:**

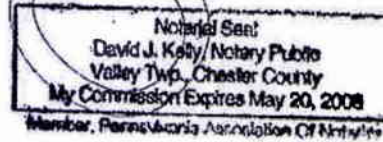
**COUNTY OF CHESTER:**

On this sixth day of MAY, 2005, before me, the undersigned officer, personally appeared Joseph MATOINT and Deborah MATOINT 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:



LAMB MICERLANE

06/10/2005 03:34P

10541849

Page 5 of 8

B-6517 P-774



- (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.



10541849  
Page: 3 of 8  
B-6517 P-774

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 6<sup>th</sup> day of MAY, 2005, between Joseph M. & Deborah A. Matonti, III (hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

**WHEREAS**, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 0027, Page 0550.

**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;



10541849  
Page 2 of 8  
B-6517 P-774

8/3/05



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. 37-2-29.24

**RIGHT-OF-WAY AGREEMENT**

JOSEPH M. MATONTI, III and DEBORAH A. MATONTI  
(Grantors)

SADSBURY TOWNSHIP  
(Grantee)

WBC

Unofficial Copy

This Document Recorded  
06/10/2005  
03:24PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10541849  
Receipt #: 229544  
Rec Fee: 41.50

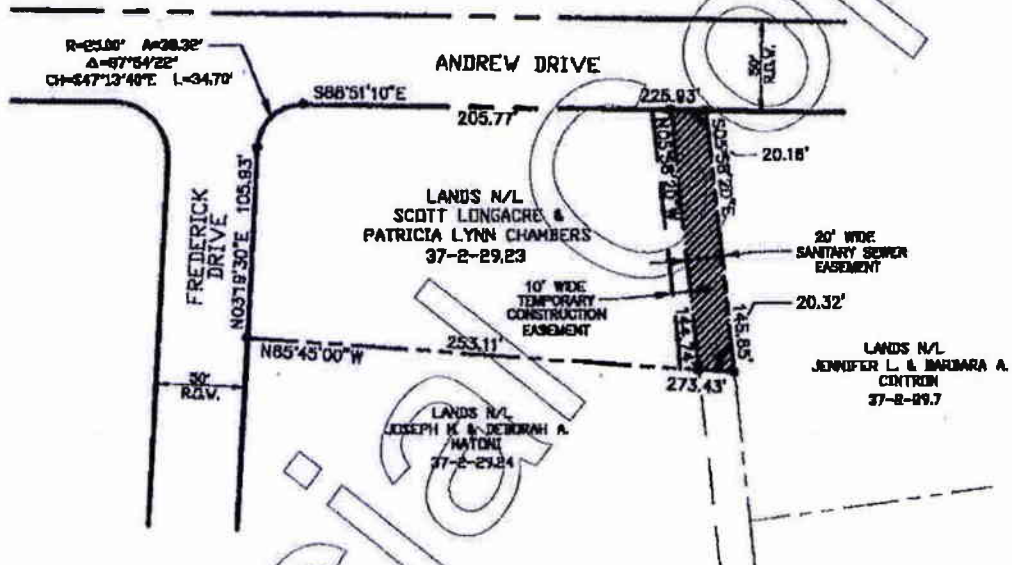


LAMB MCERLANE

06/10/2005 03:24P

10541849  
Page 1 of 8  
B-6517 P-774

EXHIBIT B



AREA OF EASEMENT = 2,906 S.F.  
 = 0.0667 Ac.

AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 1,445 S.F.  
 = 0.0332 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>SCOTT LONGACRE &amp; PATRICIA LYNN CHAMBERS</b> FREDERICK DRIVE FOR THE TOWNSHIP OF SADSURY	
SADSURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 3 OF 1	

610-356-9550  
FAX 610-356-6032

## 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 29, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L SCOTT LONGACRE AND PATRICIA LYNN CHAMBERS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** twenty (20') 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 Scott Longacre and Patricia Lynn Chambers, Frederick Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated February 25, 2005 and being more specifically described as follows to wit:

**BEGINNING** at a point on the Southerly side of Andrew Drive, Fifty (50) feet wide, said point being measured the following two (2) courses and distances from a point of curve on the Easterly side of Frederick Drive, Fifty (50') feet wide, (1) extending from said point along a line curving to the right, having a radius of 25 feet, an arc distance of 38.32 feet to a point of tangent; (2) South  $88^{\circ}51'10''$  East a distance of 205.77 feet to said point and place of beginning; thence extending from said point and place of beginning South  $88^{\circ}51'10''$  East a distance of 20.16 feet to a point; thence leaving said line South  $05^{\circ}58'20''$  East a distance of 145.85 feet to a point on the line dividing lands N/L Longacre and Chambers and Lands N/L Joseph M. and Deborah A. Matoni; thence along said line North  $85^{\circ}45'00''$  West a distance of 20.32 feet to a point; thence leaving said point through lands N/L Longacre and Chambers North  $05^{\circ}58'20''$  West a distance of 144.74 feet to the point and place of beginning.

Containing: 2,906 S.F. of Land More or Less.



10541846  
Page 7 of 8  
B-6517 P-750

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph J. Gurney 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.

*Jeannette R. Teti*  
Notary Public

My Commission Expires:

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

10541846  
Page 6 of 6  
B-6517 P-750  
06/10/2005 03:24P  
LAMB MCERLANE

Unofficial Copy

**STATE OF PENNSYLVANIA:**

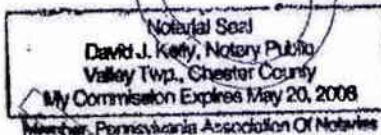
**COUNTY OF CHESTER:**

On this 12 day of May, 2005, before me, the undersigned officer, personally appeared Scott Lancaster and Pamela Chambers 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:



LAMB MCERLANE

06/10/2006 03:24P

10541846  
Page 5 of 8  
B-6517 P-750

Unofficial Copy

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

GRANTOR:

*Scott Long...*  
*[Signature]*

ATTEST:

*[Signature]*

Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Robert T. Land*  
Chairman

Unofficial



CAMB MCERLANE

06/10/2005 03:24P

10541846  
Page 4 of 8  
B-6517 P-750

- (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.



AMBERLAW

05/10/2006 03:24P

10541846  
Page 3 of 8  
B-6517 P-750

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 12<sup>th</sup> day of May, 2005, between Scott Longacre & Patricia Lynn Chambers (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 4550, Page 2375.

**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;



LAMB MCERLANE

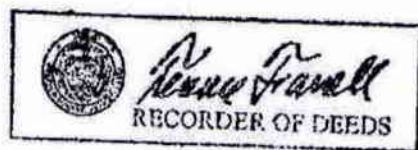
06/10/2005 03 74P

10541846

Page 2 of 0

B-6517 P-750

8/3/05



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

BEING PART OF U.P.S. No. 37-2-29.23 ✓  
RETURN TO

### RIGHT-OF-WAY AGREEMENT

SCOTT LONGACRE and PATRICIA LYNN CHAMBERS  
(Grantors)

SADSBURY TOWNSHIP  
(Grantee)

MSA

Unofficial Copy

This Document Recorded  
06/10/2005  
03:24PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10541846  
Receipt #: 229544  
Rec Fee: 41.50



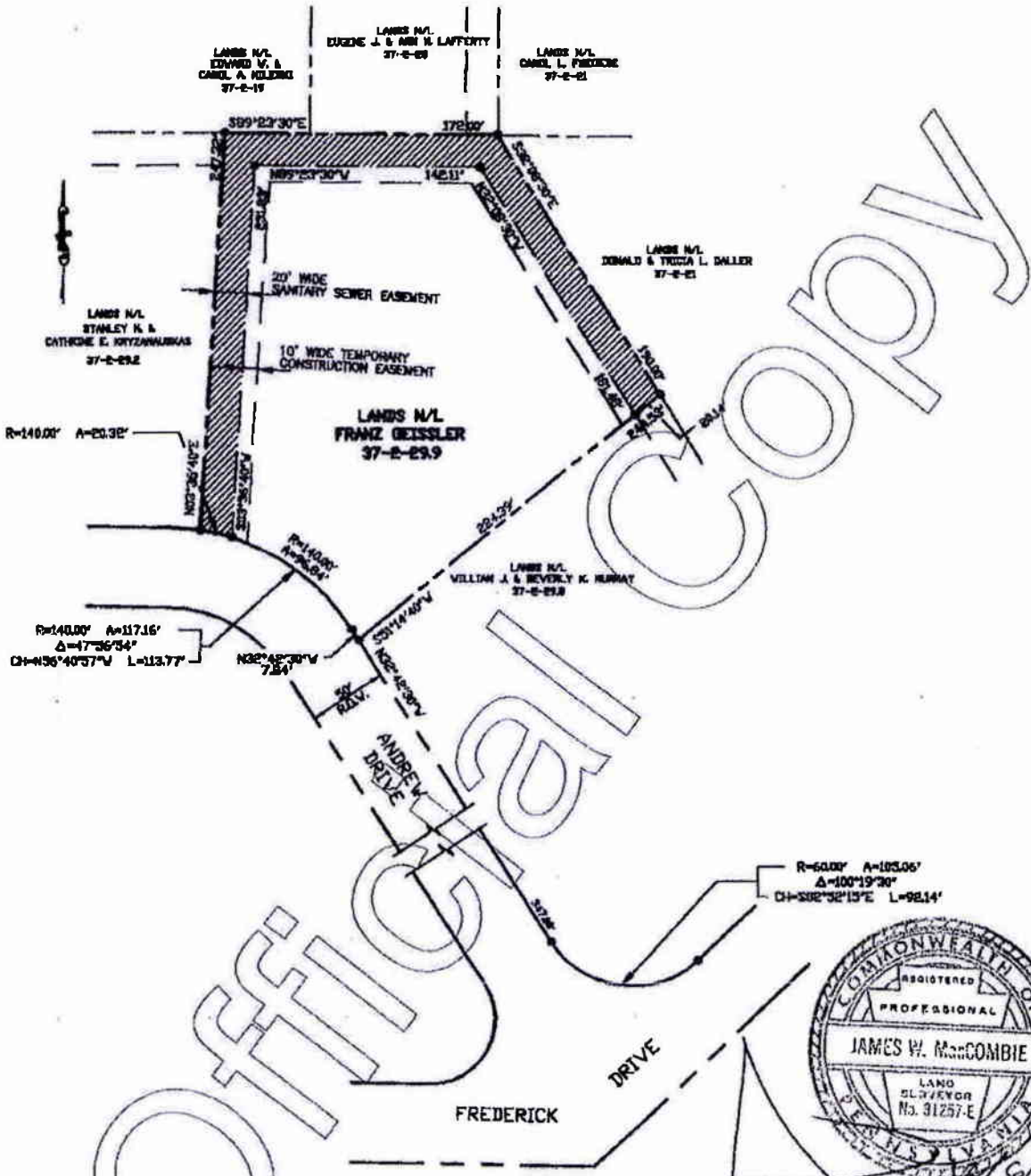
10541846  
Page 1 of 8  
B-6517 P-750

LAMB MCERLANE

06/10/2005 03:24P



EXHIBIT B



AREA OF EASEMENT = 11,643 S.F.  
 = 0.2673 Ac.

AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 5,425 S.F.  
 = 0.1245 Ac.



REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF <b>FRANZ GEISSLER</b> ANDREW DRIVE	
FOR THE TOWNSHIP OF SADSURY	
SADSURY TOWNSHIP	CHESTER COUNTY, PA
SCALE: 1" = 100'	NOVEMBER 29, 2004
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

10496219  
 Page 5 of 9  
 B-6383 P-1600  
 01071306 01.44P  
 LAMB VICEPLANE

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

December 3, 2004

**EXHIBIT A  
DESCRIPTION  
OF SANITARY SEWER EASEMENT  
THROUGH  
LAND N/L FRANZ GEISSLER  
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 Franz Geissler, Andrew Drive, for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated November 29, 2004 and being more specifically described as follows to wit:

**BEGINNING** at a point on the Northerly side of Andrew Drive (50 feet wide) which point is marked the three (3) following courses and distances from a point of curve on the Northwesterly side of Frederick Drive (50 feet wide): (1) extending from said point of curve 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) N 32°42'30"W a distance of 354.92 feet to a point of curve; (3) on a line curving to the left having a radius of 140 feet an arc distance of 96.84 feet to the point and place of beginning; thence extending from said point and place of beginning along the Northerly side of Andrew Drive on a line curving to the left having a radius of 140 feet an arc distance of 20.32 feet to a point; thence extending from said point leaving said Northerly side of Andrew Drive along a line dividing lands N/L Franz Geissler and lands N/L Stanley M and Catherine E. Kryzanavskas N 03°36'40"E a distance of 247.32; thence leaving said point along a line dividing land N/L Geissler and lands N/L Edward W. and Carol A Nileski, S 89°23'30"E continuing along lands N/L Eugene J. and Ann M. Lafferty a distance of 172.00 feet to a point; thence leaving said point along a line dividing lands N/L Geissler and lands N/L Donald and Tricia L. Daller S 32°08'30"E a distance of 190.00 feet to a point; thence leaving said point along a line dividing lands N/L Geissler and lands N/L William T and Beverly K. Murray S 51°14'40"W a distance of 20.14' to a point thence leaving said point through land N/L Geissler the following three (3) courses and distances; (1) N 32°08'30"W a distance of 181.48 feet to a point; (2) N 89°23'30"W a distance of 142.11 feet to a point; and (3) S 03°36'40"W a distance of 231.83 feet to the first mentioned point and place of beginning.

Containing 11,643 S.F. of Land More or Less.



LAMB MCERLANE

01/07/2005 02 44P

10496219

Page 8 of 9

B-6383 P-1600

The address of the above named Grantee is:

Sadsbury Township  
P.O. Box 261  
Sadsburyville, PA 19369

Unofficial Copy



LAMB MCERLANE

01/07/2005 02 44P

10496219

Page 7 of 9

B-6383 P-1600

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 15 day of Dec, 2007, before me, the undersigned officer, personally appeared Ralph Gann and Lisa Meyer 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.

[Signature]  
Notary Public

My Commission Expires:

Notarial Seal  
David J. Kelly, Notary Public  
Valley Twp., Chester County  
My Commission Expires May 20, 2008  
Member, Pennsylvania Association Of Notaries



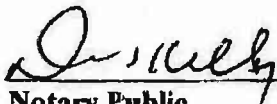
10496219  
Page 6 of 9  
B-6383 P-1600

STATE OF PENNSYLVANIA:

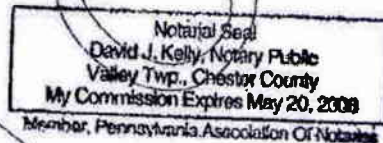
COUNTY OF CHESTER:

On this 15 day of Dec, 2007, before me, the undersigned officer,  
personally appeared Franz Grollen 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 purposes therein contained.

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

  
Notary Public

My Commission Expires:



10496219  
Page 3 of 9  
B-6383 P-1600

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

**GRANTOR:**

*Franz Quinn*  
\_\_\_\_\_

**ATTEST:**

*John Murphy*  
\_\_\_\_\_  
Secretary

**GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS**

*Ralph J. Garcia*  
\_\_\_\_\_  
Chairman

Unofficial



10496219  
Page 4 of 9  
B-6383 P-1600

- (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.



LAMB MCERLANE

01/07/2005 02:44P

10496219

Page 3 of 3

B-6383 P-1600

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 15<sup>th</sup> day of December, 20 04 between Franz Geissler (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 1032, Page 0058.

**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;



10496219  
Page 2 of 9  
B-6383 P-1600

9/25B

**RETURN TO**

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



**RIGHT-OF-WAY AGREEMENT**

**FRANZ GEISSLER**  
(Grantor)

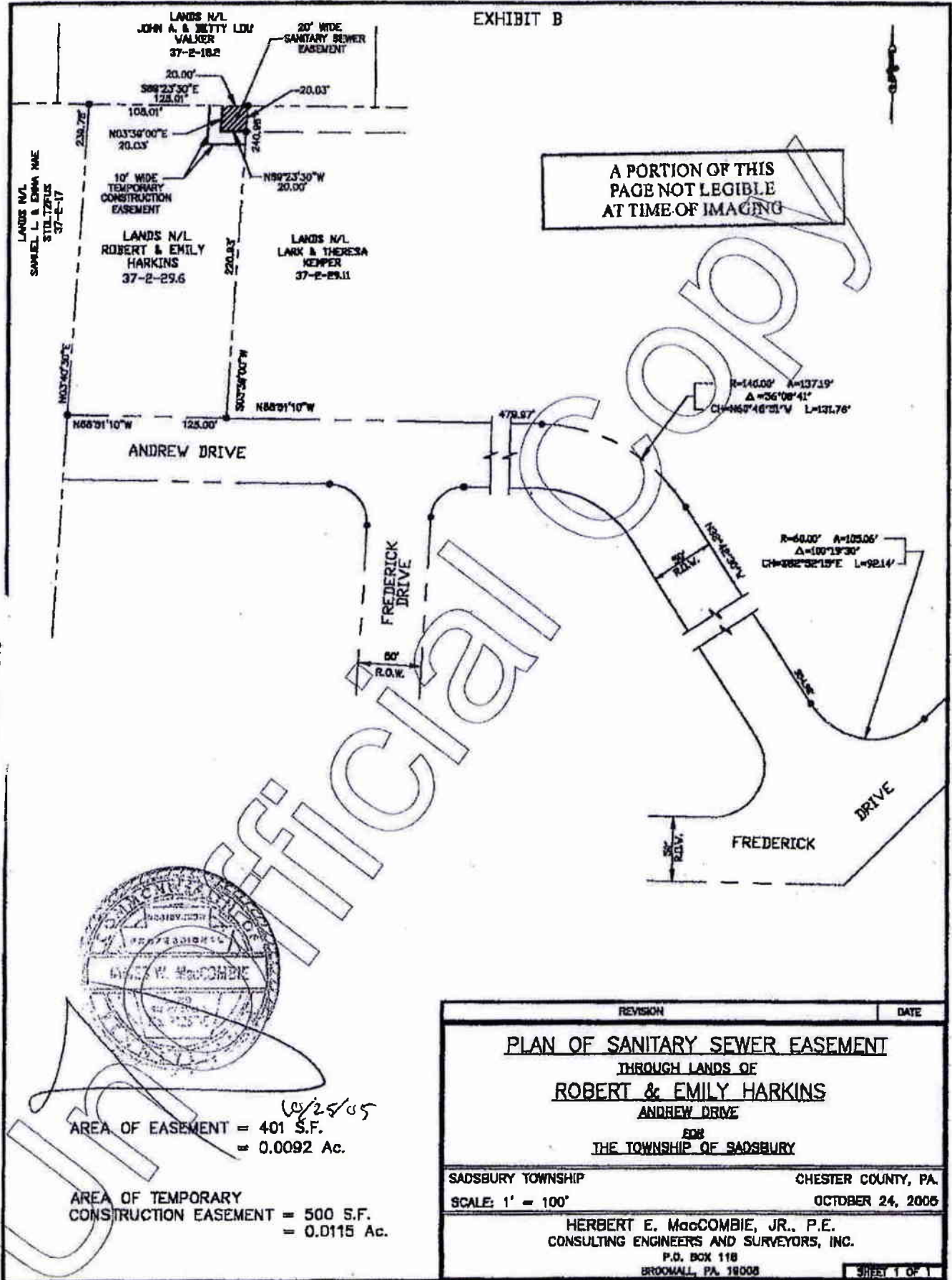
**SADSBURY TOWNSHIP**  
(Grantee)

*MS*

**BEING PART OF U.P.I. No. 37-2-29.9**



EXHIBIT B



A PORTION OF THIS PAGE NOT LEGIBLE AT TIME OF IMAGING

LANDS N/L  
SARIEL L & EDNA MAE  
STDL 12815  
37-E-17

LANDS N/L  
JOHN A. & BETTY LOU  
WALKER  
37-E-18.2

LANDS N/L  
ROBERT & EMILY  
HARKINS  
37-E-29.6

LANDS N/L  
LARK & THERESA  
KEIFER  
37-E-29.11

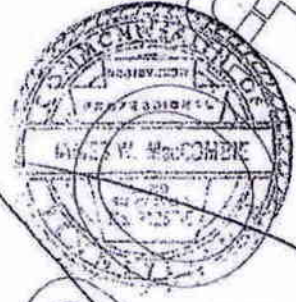
10' WIDE  
TEMPORARY  
CONSTRUCTION  
EASEMENT

20' WIDE  
SANITARY SEWER  
EASEMENT

ANDREW DRIVE

FREDERICK  
DRIVE

FREDERICK  
DRIVE



10/25/05  
AREA OF EASEMENT = 401 S.F.  
= 0.0092 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 500 S.F.  
= 0.0115 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF	
<b>ROBERT &amp; EMILY HARKINS</b>	
ANDREW DRIVE	
FOR	
THE TOWNSHIP OF SADSBURY	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	OCTOBER 24, 2006
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
Sheet 1 of 1	

10599287  
Page 6 of 8  
B-6691 P.648



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

October 24, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L ROBERT AND EMILY HARKINS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 and Emily Harkins, Andrew Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated October 24, 2005 and being more specifically described as follows to wit:

**BEGINNING** at an interior point on the line dividing Lands N/L of Robert and Emily Harkins and Lands N/L of Lark and Theresa Kemper, said point being measured the following (5) courses and distances from a point of curve on the Northwesterly side of Frederick Drive fifty (50) feet wide; (1) Extending from said point of curve 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  $32^{\circ}42'30''$  West, 354.92 feet to a point of curve; (3) on a line curving to the left having a radius of 140 feet an arc distance of 137.19 feet to a point of tangent; (4) North  $88^{\circ}51'10''$  West, 479.97 feet to a point on the Northerly side of Andrew Drive fifty (50) feet wide; and thence extending (5) North  $03^{\circ}39'00''$  East 220.93 feet to the point and place of beginning; thence extending from said point and place of beginning through Lands N/L Harkins; North  $89^{\circ}23'30''$  West, 20 feet to a point; thence North  $03^{\circ}39'00''$  East, 20.03 feet to a point on the line dividing Lands N/L Harkins and Lands N/L John A. and Betty Lou Walker; thence extending along said line South  $89^{\circ}23'30''$  East, 20.00 feet to a point; thence along the line dividing Lands N/L Harkins and Lands N/L Lark & Theresa Kemper South  $03^{\circ}39'00''$  West 20.03' feet to the first mentioned point and place of beginning.

Containing: 401 S.F. of Land More or Less.



LARS MCERLANE

11/22/2005 02:02P

10599287  
Page 7 of 8  
B-6691 P-648




STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 2 day of November, 2005, before me, the undersigned officer, personally appeared Robert M. Harkins and Emily E. Harkins 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: 11/21/07


COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
John Sloan, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Nov. 21, 2007  
Member, Pennsylvania Association Of Notaries



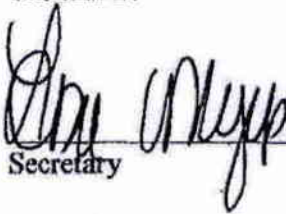
10599287  
Page 5 of 8  
B-6691 P-648

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

GRANTOR:

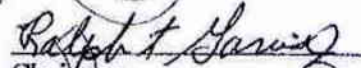
  
\_\_\_\_\_  
Emily Hartman

ATTEST:

  
\_\_\_\_\_  
Secretary

GRANTEE:

SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Chairman



10599287  
Page 4 of 8  
B-6691 P-648

LAMB MCENILAVE

1/22/2005 03 02P

Unofficial

- (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.



LAMB MCGERLANE

11/22/2005 03 02P

10599287

Page 3 of 8

B-6691 P-648

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 15 day of Nov, 2005, between Robert & Emily Harkins (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 6609, Page 0305.

**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;



LAM9 MCERLANE

11/23/2005 09:02P

10599287  
Page 2 of 8  
B-6691 P-648



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. 37-2-29.6

**RIGHT-OF-WAY AGREEMENT**

**ROBERT HARKINS & EMILY HARKINS  
(Grantors)**

**SADSBURY TOWNSHIP  
(Grantee)**

MSB

Unofficial Copy

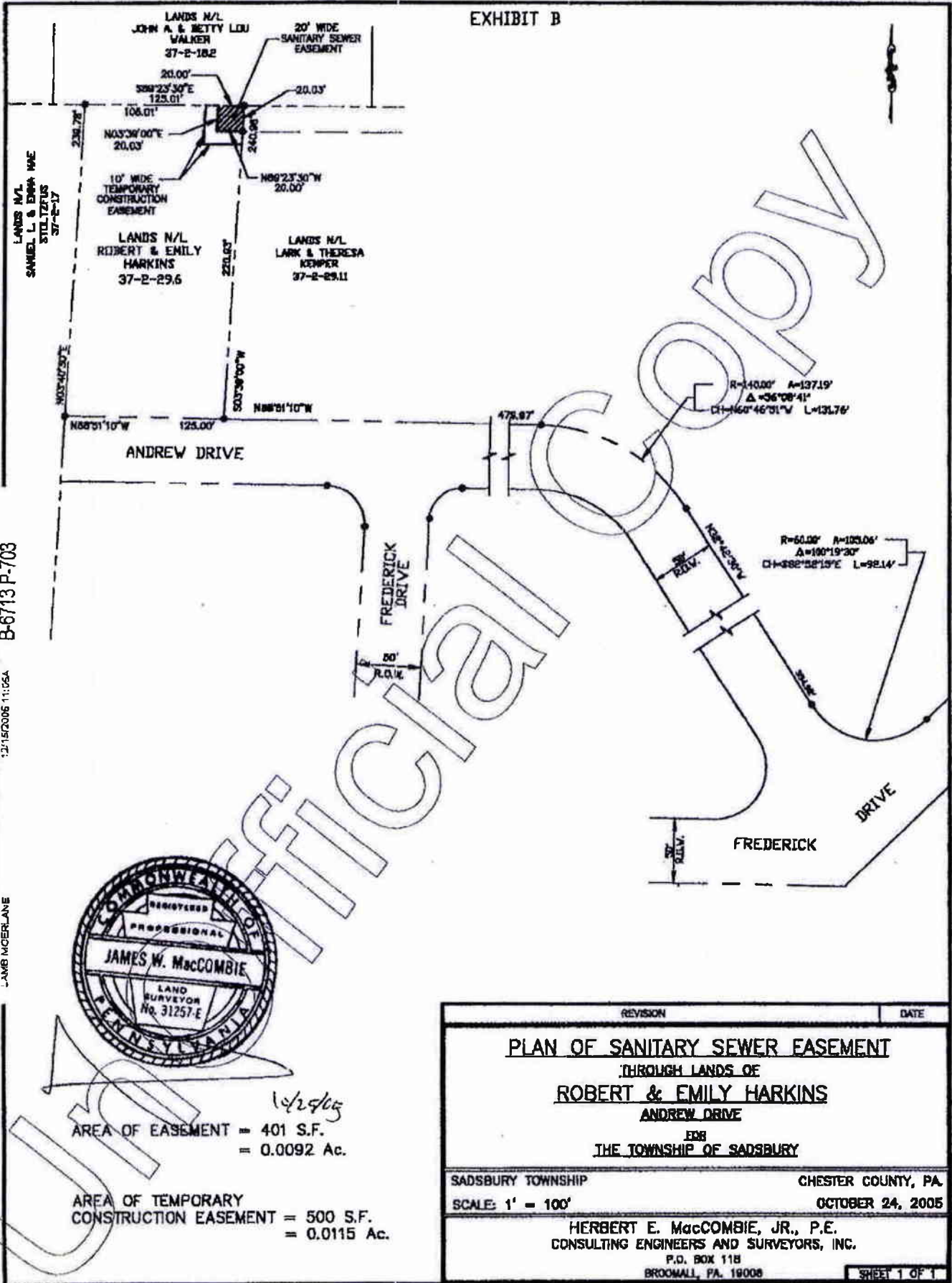
This Document Recorded  
11/22/2005  
03:02PM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10599287  
Receipt #: 261454  
Rec Fee: 31.50

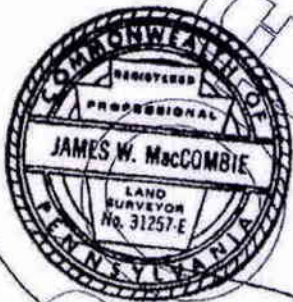


10599287  
Page 1 of 0  
B-6691 P-648

EXHIBIT B



10606315  
Page 8 of 8  
B-6713 P-703



*10/24/05*  
 AREA OF EASEMENT = 401 S.F.  
 = 0.0092 Ac.  
 AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 500 S.F.  
 = 0.0115 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>ROBERT &amp; EMILY HARKINS</b> ANDREW DRIVE FOR THE TOWNSHIP OF SADSBUURY	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1' = 100'	OCTOBER 24, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

610-356-9550  
FAX 610-356-5032

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

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

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

October 24, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L ROBERT AND EMILY HARKINS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20') 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 and Emily Harkins, Andrew Drive for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated October 24, 2005 and being more specifically described as follows to wit:

**BEGINNING** at an interior point on the line dividing Lands N/L of Robert and Emily Harkins and Lands N/L of Lark and Theresa Kemper, said point being measured the following (5) courses and distances from a point of curve on the Northwesterly side of Frederick Drive fifty (50) feet wide; (1) Extending from said point of curve 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  $32^{\circ}42'30''$  West, 354.92 feet to a point of curve; (3) on a line curving to the left having a radius of 140 feet an arc distance of 137.19 feet to a point of tangent; (4) North  $88^{\circ}51'10''$  West, 479.97 feet to a point on the Northerly side of Andrew Drive fifty (50) feet wide; and thence extending (5) North  $03^{\circ}39'00''$  East 220.93 feet to the point and place of beginning; thence extending from said point and place of beginning through Lands N/L Harkins; North  $89^{\circ}23'30''$  West, 20 feet to a point; thence North  $03^{\circ}39'00''$  East, 20.03 feet to a point on the line dividing Lands N/L Harkins and Lands N/L John A. and Betty Lou Walker; thence extending along said line South  $89^{\circ}23'30''$  East, 20.00 feet to a point; thence along the line dividing Lands N/L Harkins and Lands N/L Lark & Theresa Kemper South  $03^{\circ}39'00''$  West 20.03' feet to the first mentioned point and place of beginning.

Containing: 401 S.F. of Land More or Less.

 10606315  
Page 7 of 8  
B-6713 P-703

L.M.P. MCERLANE

12/15/2005 11:05A

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 04th day of Dec., 2005, before me, the undersigned officer, personally appeared Ralph J. Gattis Jr. and Lisa Myrdheim who acknowledged themselves to be the Chairman and Secretary of SADSBUURY 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. Tei  
Notary Public

My Commission Expires:

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



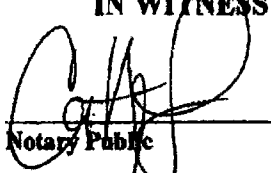
10806315  
Page 9 of 9  
B-6713 P-703

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 21<sup>ST</sup> day of Nov., 2005, before me, the undersigned officer,  
personally appeared Robert M Harkins and Emily E McCormick 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: Feb. 20<sup>th</sup> 2006

Notarial Seal  
Cari A. Gorenz, Notary Public  
Valley Twp., Chester County  
My Commission Expires Feb. 20, 2006

UNOFFICIAL COPY

  
LAMP MCGRANE 10606315  
Page 4 of 8  
12/19/2005 11:05A B-6713 P-703

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

GRANTOR:

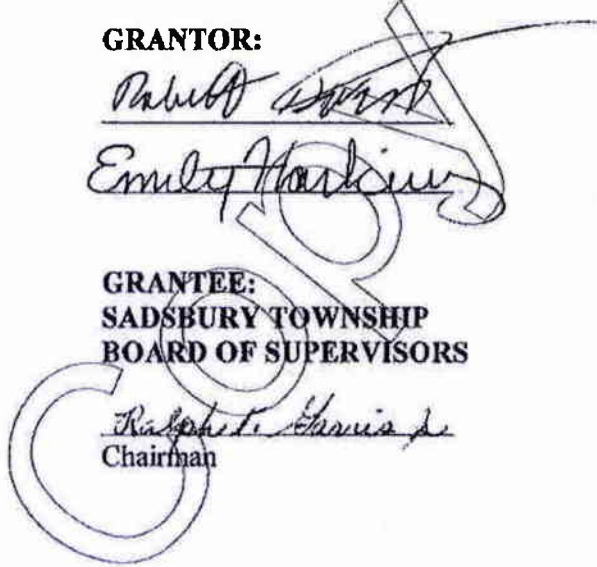
*Paul [Signature]*  
*Emily [Signature]*

ATTEST:

*[Signature]*  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Ralph [Signature]*  
Chairman



Unofficial



10606315  
Page 4 of 8  
B-6713 P-703

MID MICERLARE

\*2/15/2006 11-05A

- (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.



**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 21<sup>st</sup> day of November, 20 05, between Robert & Emily Harkins (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 6609, Page 0305.

**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;



10606315  
Page 2 of 8  
B-6713 P-703

8/3



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

BEING PART OF U.P.I. No. 37-2-29.6

# RIGHT-OF-WAY AGREEMENT

ROBERT HARKINS & EMILY HARKINS  
(Grantors)

SADSBURY TOWNSHIP  
(Grantee)

MBS

Unofficial Copy

This Document Recorded  
12/15/2005  
11:05AM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10606315  
Receipt #: 264799  
Rec Fee: 31.50

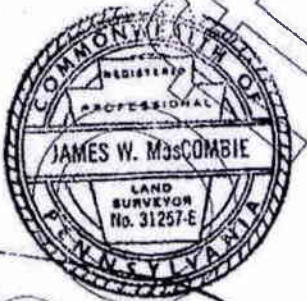
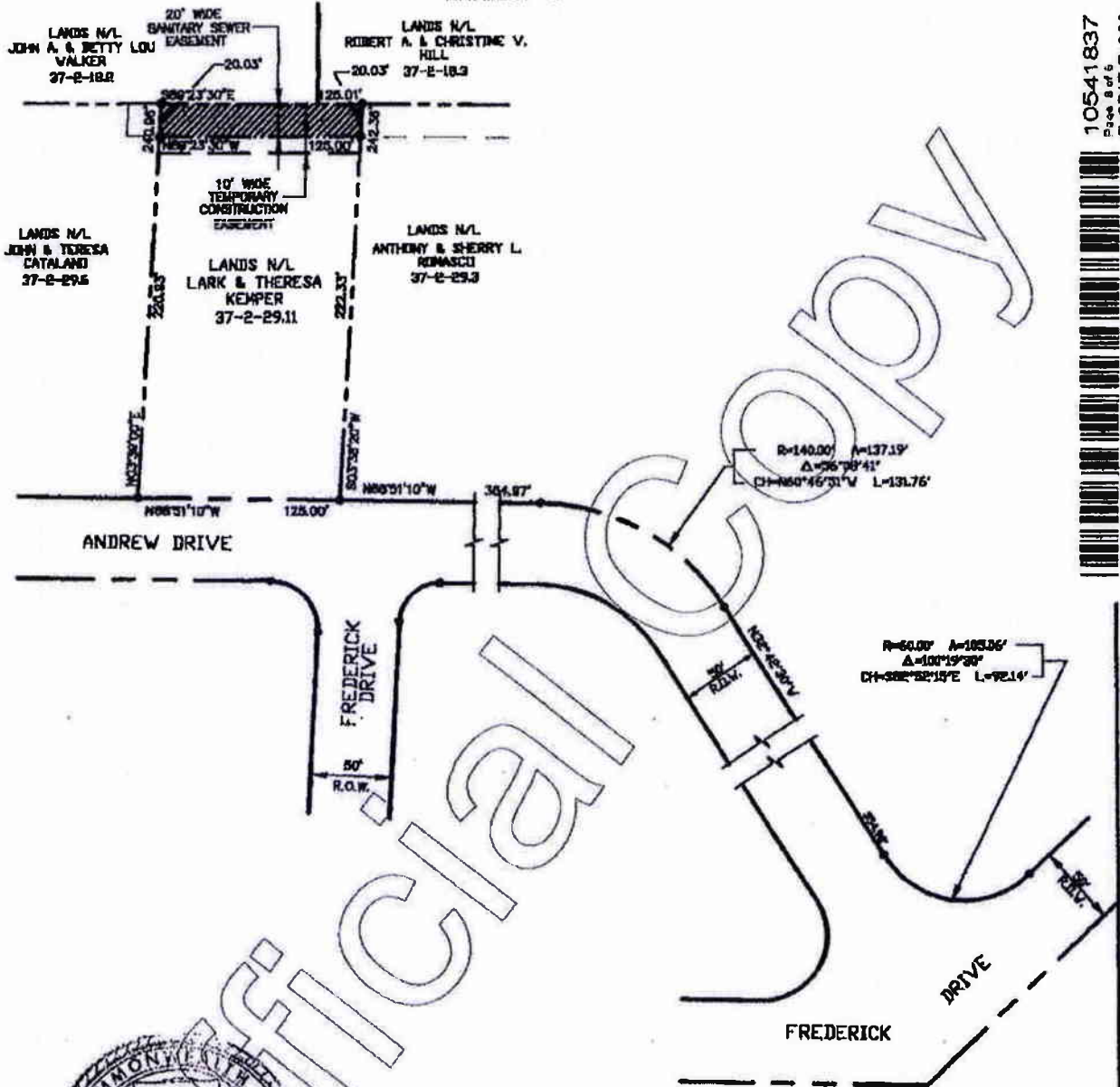


LAMB MCERLANE

12/15/2005 11:05A

10606315  
Page: 1 of 8  
B-6713 P-703

EXHIBIT B



4/10/05

AREA OF EASEMENT = 2,500 S.F.  
= 0.0574 Ac.

AREA OF TEMPORARY CONSTRUCTION EASEMENT = 1,250 S.F.  
= 0.0287 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>LARK &amp; THERESA KEMPER</b> ANDREW DRIVE FOR THE TOWNSHIP OF SAWSBURY	
SAWSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 25, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

10541837  
Page 8 of 6  
B-6617 P-668  
56102803 03 20P  
LAWB MCBURANE