

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 LARK AND THERESA KEMPER**  
**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 Lark and Theresa Kemper, 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 Lark and Theresa Kemper and Lands N/L of John and Teresa Catalano, 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 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°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, 479.97 feet to a point on the Northerly side of Andrew Drive fifty (50) feet wide; (5) North 03°39'00" East, 220.93 feet to the point and place of beginning; thence extending from said point and place of beginning along said line dividing Lands N/L Kemper and Lands N/L Catalano North 03°39'00" East 20.03 feet to a point on the line dividing Lands N/L Kemper and Lands N/L John A. and Betty Lou Walker; thence extending along said line South 89°23'30" East 125.04 feet to a point on the line dividing Lands N/L of Kemper and Lands N/L of Anthony and Sherry L. Romasco; thence extending along said line South 03°38'20" West, 20.03 feet to a point; thence extending through Lands N/L of Kemper North 89°23'30" West, 125.00 feet to the first mentioned point and place of beginning.

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



10541837  
Page 7 of 8  
B-6517 P-668

**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. 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



LAMB MICR PLANE

05/10/2005 03:20P

10541837

Page 6 of 8

B-6517 P-668

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 10<sup>th</sup> day of May, 2005 before me, the undersigned officer,  
personally appeared Lark Kemper and Theresa Kemper 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 12, 2006

Notarial Seal  
Paul Godlewski, Notary Public  
Valley Twp., Chester County  
My Commission Expires Mar. 12, 2006  
Member, Pennsylvania Association of Notaries



LAMB MICERLANE

38/10/2006 09 20P

10541837

Page 5 of 8

B-6517 P-668

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

*[Handwritten signature]*  
Chairman

Unofficial



LAMB MCERLANE

06/10/2005 09:20P

10541837

Page 4 of 8

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- (b.) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.
5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, its and their use, as specified herein, forever.
6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land and areas of ingress and egress with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be, and in all other cases with ground and/or topsoil, which shall be seeded with grass seed.
7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted 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 05:20P

10541837

Page 3 of 6

B-6517 P-668

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 JOHN TREGO, SR.**  
**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 John Trego, Sr., 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 John Trego, Sr. and Lands N/L Harris R. Firestone, 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 Trego and Lands N/L Firestone 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 through Lands N/L Trego South 03°40'30" West a distance of 125.00 feet to a point on the line dividing Lands N/L Trego and Lands N/L H. Brooke Luey; thence along said line North 88°50'30" West a distance of 20.02' to a point; thence leaving said line North 03°40'30" East a distance of 125.00 feet to a point on the line dividing Lands N/L Trego and Lands N/L Firestone; thence along said line South 88°51'10" East a distance of 20.02 feet to the point and place of beginning.

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

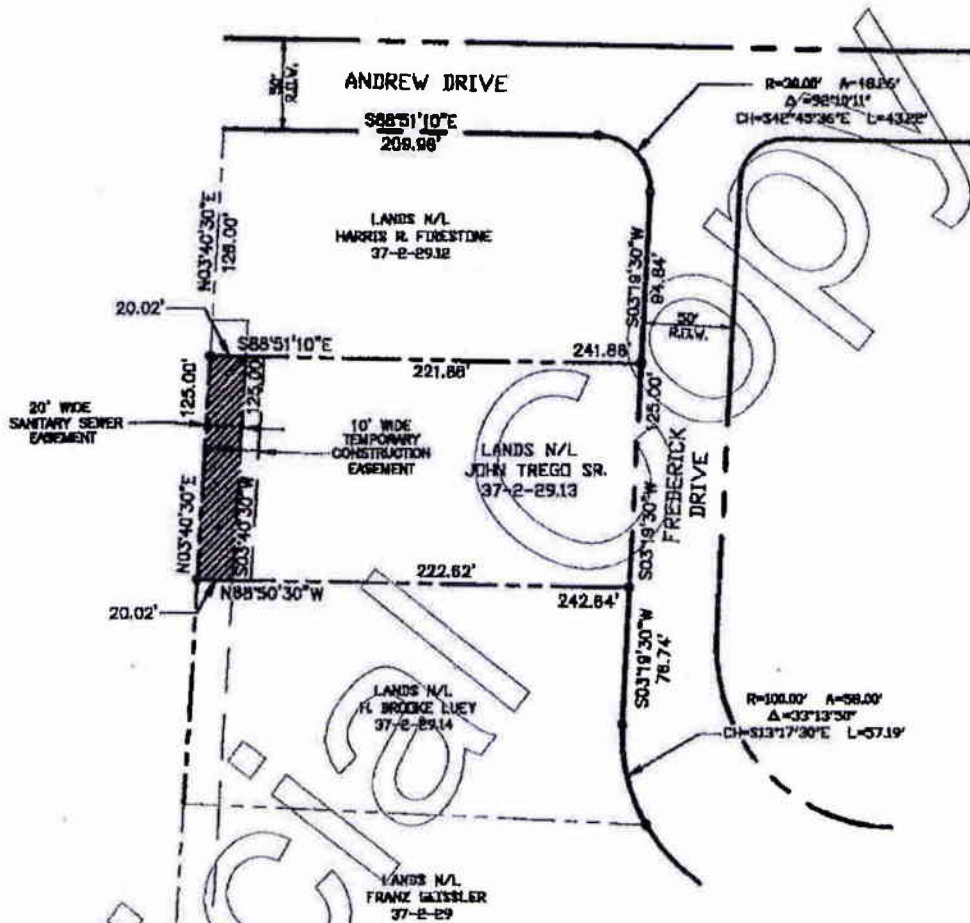


LAND MCKERLANE

11/22/2005 03:52P

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Page 7 of 8  
B-6691 P-656

EXHIBIT B



4/10/09

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>JOHN TREGO, SR.</b>	
<b>FREDERICK DRIVE</b>	
EDB 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 1 OF 1	

10599288  
Page 8 of 8  
B-6691 P-656





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

BEING PART OF U.P.I. No. 37-2-29.14 ✓

**RIGHT-OF-WAY AGREEMENT**

H. BROOKE LUEY  
(Grantor)

SADSBURY TOWNSHIP  
(Grantee)

*MB*

Unofficial Copy



**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 12<sup>th</sup> day of May, 2015, between H. Brooke Luey (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 5790, Page 0571.

**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 03:10P

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Page 3 of 8  
B-6517 P-684

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

**GRANTOR:**

*[Handwritten Signature]*

**ATTEST:**

*[Handwritten Signature]*  
Secretary

**GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS**

*[Handwritten Signature]*  
Chairman

Unofficial



10541839  
Page 4 of 8  
B-6517 P-684

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 12<sup>th</sup> day of May, 2005, before me, the undersigned officer,  
personally appeared H. Brate Lutz 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:

NOTARIAL SEAL  
TAMMI M. TORBIK, Notary Public  
West White land Twp., Chester County  
My Commission Expires May 1, 2007



AMB MCERLANE

06/10/2005 03 20P

10541839

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B-6517 P-684

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 16<sup>th</sup> day of May, 2005, before me, the undersigned officer, personally appeared Ralph L. Garofano 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. Telf*  
Notary Public

My Commission Expires:

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



10541839  
Page 2 of 2  
B-6517 P-684

610-356-9550  
FAX 610-356-6032

## 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 H. BROOKE LUEY**  
**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 H. Brooke Luey, 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** on the line dividing Lands N/L H. Brooke Luey 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  $03^{\circ}19'30''$  West a distance of 219.84 feet to a point on the Westerly side of Frederick Drive, fifty (50') wide; (3) Thence leaving said line North  $88^{\circ}50'30''$  West a distance of 222.62 feet to the point and place of beginning; thence leaving said point and place of beginning through Lands N/L Luey South  $03^{\circ}40'30''$  West a distance of 125.56 feet to a point on the line dividing Lands N/L Luey and Lands N/L Franz Geissler; thence along said line North  $87^{\circ}15'00''$  West a distance of 20.00 feet to a point; thence leaving said point North  $03^{\circ}40'30''$  East a distance of 125.00 feet to a point on the line dividing Lands N/L Luey and Lands N/L Trego; thence along said line South  $88^{\circ}50'30''$  East a distance of 20.02 feet to the point and place of beginning.

Containing: 2,506 S.F. of Land More or Less.



LAMB MICERLANE

06/10/2005 09:20P

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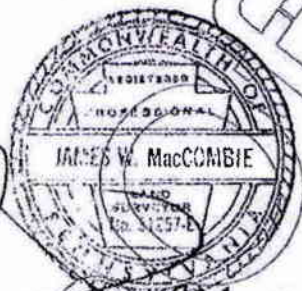
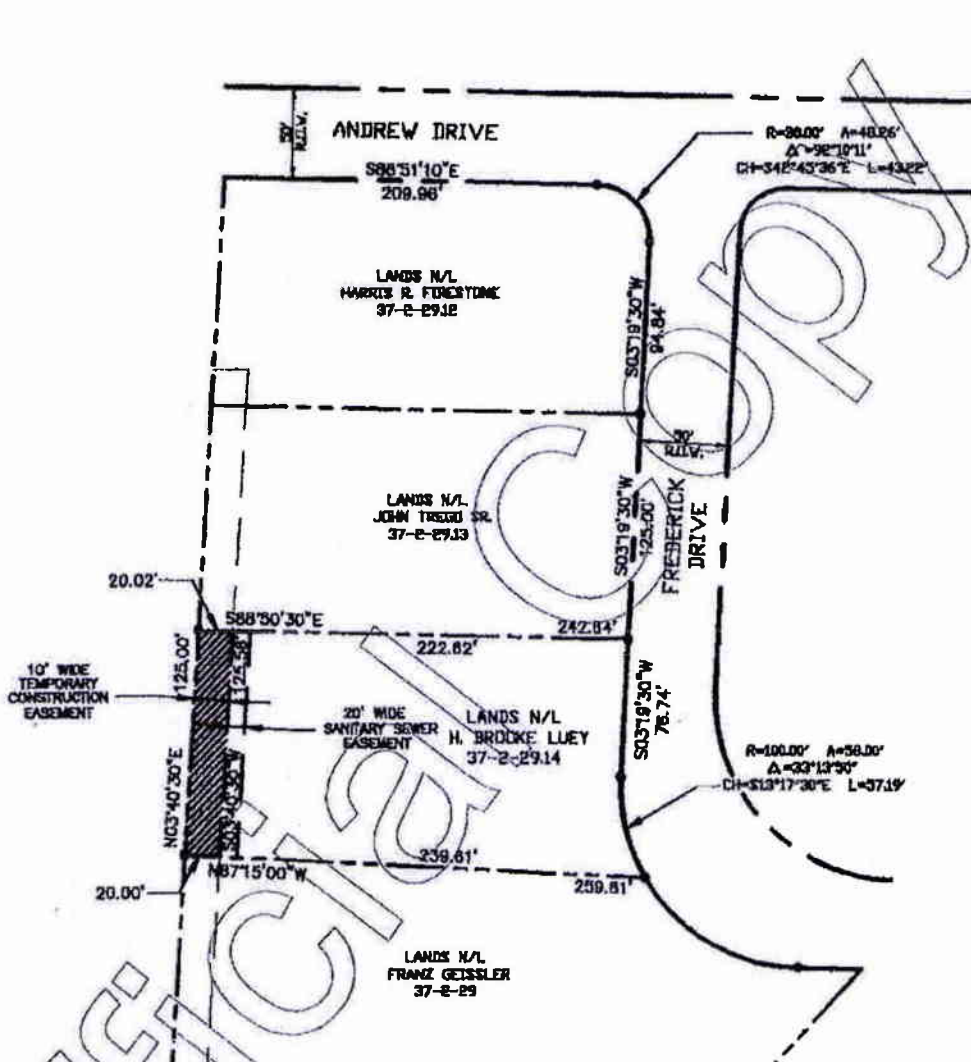
Page 7 of 8

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LAMB MCERLANE

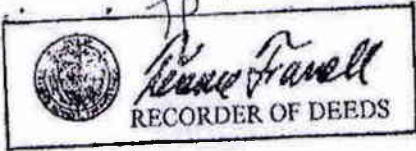
EXHIBIT B



AREA OF EASEMENT = 2,506 S.F.  
= 0.0575 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,257 S.F.  
= 0.0289 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF <b>H. BROOKE LUEY</b>	
FREDERICK 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 110 BROOMALL, PA. 19008	
SHEET 1 OF 1	



RETURN TO  
Lamb, McErlane

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 15<sup>th</sup> day of December, 2004, 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 0055.

**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;

BEING PART OF UPI #37-2-29 ✓



- (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

12/23/2004 01 31P

10491582

Page 2 of 7

B-6370 P-2386

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

GRANTOR:

*Frank C. [Signature]*

ATTEST:

*[Signature]*  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*[Signature]*  
Chairman

Unofficial



10491582  
Page 3 of 7  
B-6370 P-2386

STATE OF PENNSYLVANIA:

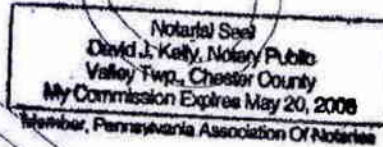
COUNTY OF CHESTER:

On this 15 day of Dec, 2007, before me, the undersigned officer, personally appeared Frank Beillen 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 hercunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:



Unofficial Copy



LAMB, MCERLANE

12/23/2004 01:31P

10491582

Page 4 of 7

B-6370 P-2386

STATE OF PENNSYLVANIA:

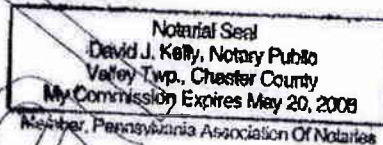
COUNTY OF CHESTER:

On this 15 day of Dec, 2007, before me, the undersigned officer, personally appeared Ralph Gaus and LWA Myer who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

David J. Kelly  
Notary Public

My Commission Expires:



The address of the above named Grantee is:

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



10491582  
Page 5 of 7  
B-6370 P-2386

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  
LANDS 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, Frederick 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 along the Northerly side of SR 0030 (Coatesville-Downingtown By Pass (140 feet wide) said point being measured the following five (5) courses and distances from a point of curve on the Southerly side of Andrew Drive (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) S 03°19'30"W a distance of 296.58 feet to a point of curve; (3) on a line curving to the left having a radius of 100 feet an arc distance of 161.04 feet to a point of tangent; (4) S 88°56'40"E a distance of 35.79 feet to a point on the Southerly side of Frederick Drive (50 feet wide) (5) leaving said Southerly side of Frederick Drive S 43°03'20"W a distance of 320.31' to the point and place of beginning; thence leaving said point and place of beginning along the Northerly line of SR 0030 N 87°38'10"W a distance of 180.00' to a point; thence leaving said point along a line dividing lands N/L Franz Geissler and lands N/L Samuel L. and Emma Mae Stoltzfus N 03°40'43"E a distance of 290.49 feet to a point; thence leaving said point along a line dividing lands N/L Geissler and lands N/L H. Brooke Luey S 87°15'00"E a distance of 20.00 feet to a point; thence leaving said point through lands N/L Geissler the following two (2) courses and distances; (1) S 03°40'43"W a distance of 270.35 feet to a point; (2) S 87°38'10"E a distance of 176.73' to a point on the line dividing lands N/L Geissler and lands N/L R. James and Lisa Grannells; thence along said line S 43°03'20"W a distance of 26.32' to the first mentioned point and place of beginning.

Containing: 9,176 S.F. More or Less of Land.



LAMB, MCERLANE

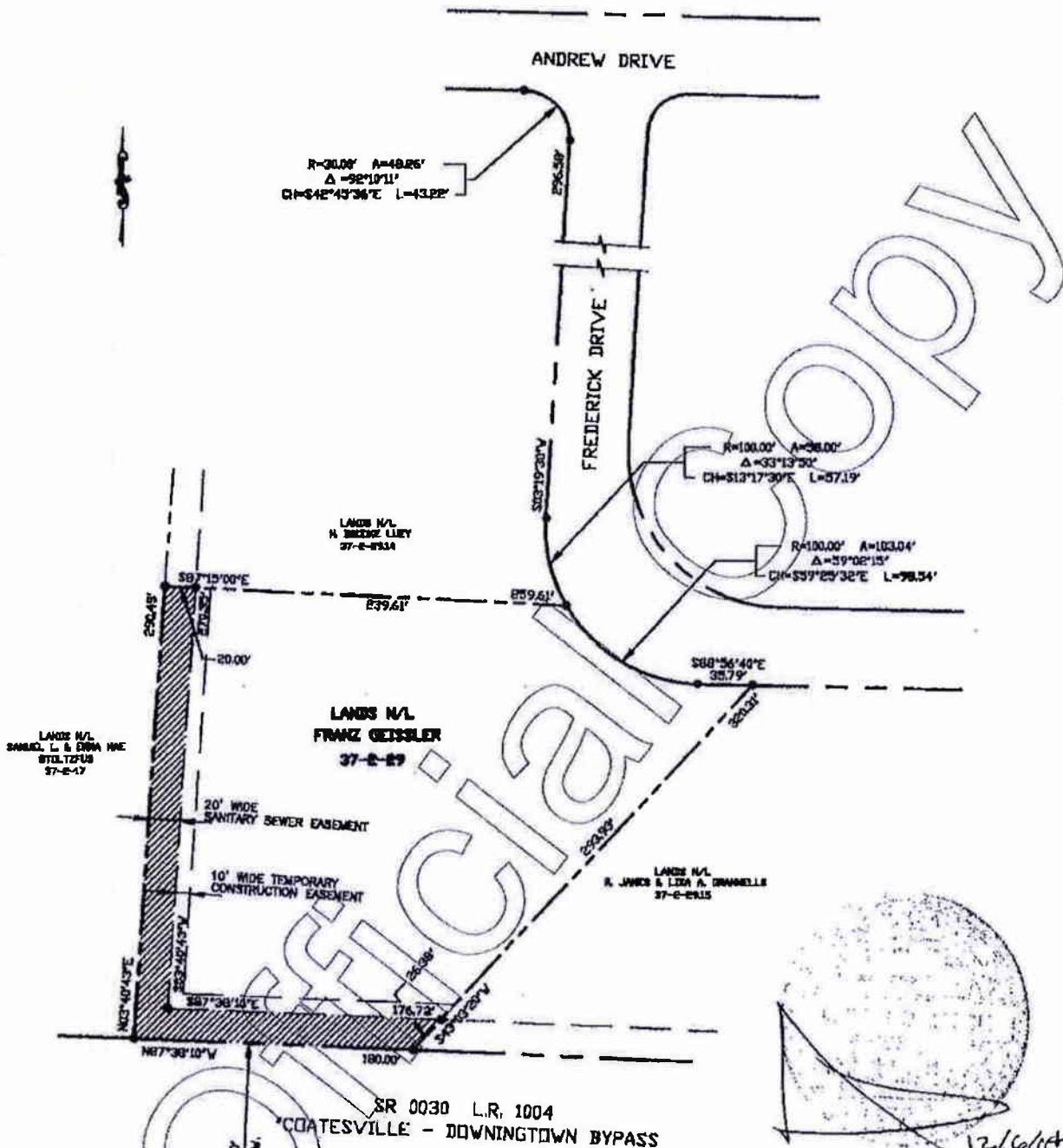
12/29/2004 01:31P

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Page 6 of 7

B-6370 P-2386

EXHIBIT B



10491582  
Page 7 of 7  
B-6370 P-2386

3/23/2004 01:31 P  
LAMB, MCERLANE

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT THROUGH LANDS OF FRANK GEISSLER FREDERICK DRIVE FOR THE TOWNSHIP OF SADSBURY</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	NOVEMBER 28, 2004
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



MSA  
6/3/05



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. 37-2-29.15

### RIGHT-OF-WAY AGREEMENT

RICHARD A. WHITMAN and ROSE A. WHITMAN  
(Grantor)

SADSBURY TOWNSHIP  
(Grantee)

WMB

Unofficial Copy

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

Doc Id: 10541842  
Receipt #: 229544  
Rec Fee: 41.50



AMB MCERLANE

06/10/2005 03:24P

10541842  
Page 1 of 8  
B-6517 P-718

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 11<sup>th</sup> day of May, 2005, between Richard A. & Rose A. Whitman (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 6417, Page 0439.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollars \$1.00 the receipt of which is hereby acknowledged.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements on and under the lands hereinafter described, along the routes designated as are necessary to lay, install, construct, operate, replace and maintain said sanitary sewer pipeline and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said sanitary sewer pipeline with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
3. That the said lands along, in, over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are described in Exhibit "A" and shown in plan form in Exhibit "B", which Exhibits are attached hereto and made a part thereof.
4. That the said titles, rights, or interests, rights-of-way and easements herein granted to Grantee for the laying, installation, construction, operation, change, repair, renewal and maintenance of pipelines, accessories and appurtenances, are defined and limited as follows:
  - (a.) To the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joiner, anchorage and support of pipelines together with accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;



- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.
5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, its and their use, as specified herein, forever.
6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land and areas of ingress and egress with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be, and in all other cases with ground and/or topsoil, which shall be seeded with grass seed.
7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted 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.



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

GRANTOR:

*Richard P. ...*  
*[Signature]*

ATTEST:

\_\_\_\_\_  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Robert ...*  
Chairman

Unofficial



LAMB MCERLANE

09/10/2005 03 34P

10541842  
Page 4 of 8  
B-6517 P-718

STATE OF PENNSYLVANIA:

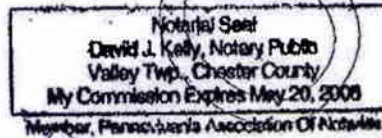
COUNTY OF CHESTER:

On this 11 day of May, 2005, before me, the undersigned officer, personally appeared Richard Whitman and Rose Whitman 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 Kelly  
Notary Public

My Commission Expires:



Unofficial



LAMB MCERLANE

06/10/2005 03:24P

10541842  
Page 5 of 8  
B-6517 P-718

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

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



10541842  
Page 8 of 8  
B-6517 P-718

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 RICHARD A. JR. & ROSE A. WHITMAN**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

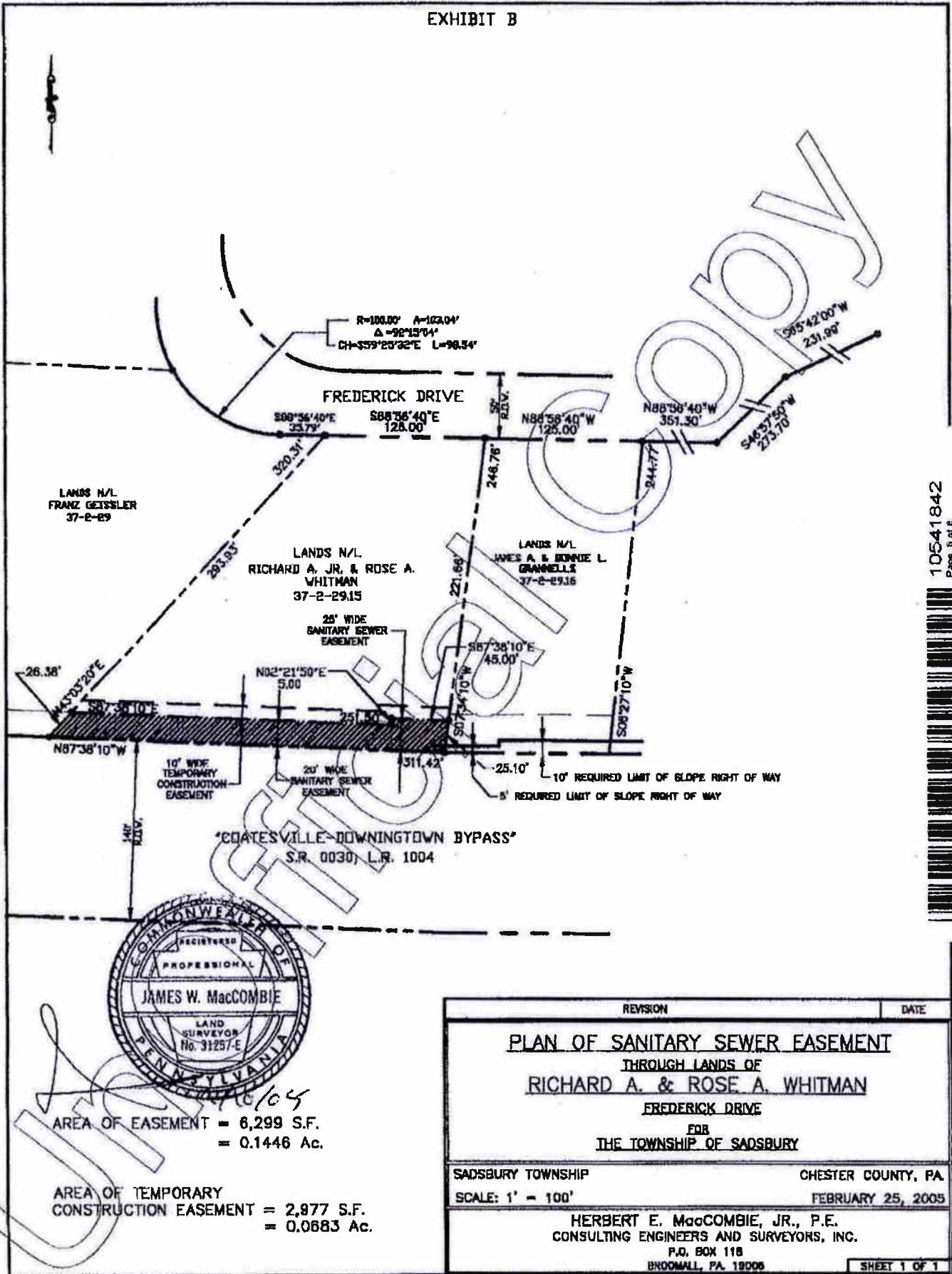
**ALL THAT CERTAIN** twenty (20) feet and twenty-five (25) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement through Lands of Richard A. Jr. & Rose A. Whitman, Frederick 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 of Richard A. Jr. & Rose A. Whitman and Land N/L of James A. and Bonnie Grannells said point being measured the following four (4) courses and distances from a point marking the intersection of the extended Southeasterly side of Frederick Drive with the title line in the bed of Old Wilmington Road (S.R. 4001, L.R. 15066); (1) extending from said point of intersection South 65°42'00" West a distance of 231.99 feet to a point; (2) thence extending South 46°57'50" West a distance of 273.70 feet to a point; (3) thence extending from said point North 88°56'40" West a distance of 476.30 feet to a point on the Southerly side of Frederick Drive fifty (50) feet wide; (4) thence leaving said line along the line dividing Lands N/L Whitman and Lands N/L Grannells South 07°34'10" West a distance of 221.66 feet to the point and place of beginning; thence leaving said point and place of beginning South 07°34'10" West a distance of 25.10 feet to a point in the Northerly line of the Coatesville-Downingtown By Pass (140' wide) (SR 0030; LR 2004); thence leaving said point along said line North 87°38'10" West a distance of 311.42 feet to a point; thence leaving said point and said line along the line dividing Lands N/L Whitman and Lands N/L Franz Geissler, North 43°03'20"E a distance of 26.38 feet to a point; thence leaving said point the following three (3) courses and distances through Lands N/L Whitman (1) South 87°38'10" East a distance of 251.50 feet to a point; (2) thence extending from said point North 02°21'50" East a distance of 5.00 feet to a point; (3) thence extending from said point South 87°38'10" East a distance of 45.00 feet to the point and place of beginning.

Containing: 6,299 S.F. of Land More or Less.

  
LAMB MICERLANE 10541842  
08/10/2005 03:24P Page 1 of 8  
8-6517 P-718

EXHIBIT B

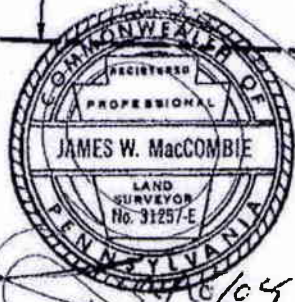


LANDS N/L  
FRANZ GEISSLER  
37-2-29

LANDS N/L  
RICHARD A. JR. & ROSE A.  
WHITMAN  
37-2-29.15

LANDS N/L  
JAMES A. & BONNIE L.  
GRANNELL  
37-2-29.16

"COATESVILLE-DOWNTOWN BYPASS"  
S.R. 0030; L.R. 1004



AREA OF EASEMENT = 6,299 S.F.  
= 0.1446 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 2,977 S.F.  
= 0.0683 Ac.

10541842  
Page 6 of 8  
B-6517 P-718



REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>RICHARD A. &amp; ROSE A. WHITMAN</b> FDR THE TOWNSHIP OF SADSBURY	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 10'	FEBRUARY 25, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19006	
SHEET 1 OF 1	

NSA  
8/21/05



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. 37-2-29.16

**RIGHT-OF-WAY AGREEMENT**

**BONNIE L. GRANNELLS and JAMES A. GRANNELLS**  
**(Surviving Spouse) (Deceased)**  
**(Grantors)**

**SADSBURY TOWNSHIP**  
**(Grantee)**

MB

Unofficial Copy



**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 3rd day of May, 2015, between James A. & Bonnie L. Grannells (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 R0055, Page 0322.

**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;



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Page 2 of 0  
B-6517 P-710

- (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

10541841

Page 3 of 6

B-6517 P-710

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

GRANTOR:

*Bonnie Gravelle*

\_\_\_\_\_

ATTEST:

*[Signature]*

Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Ralph J. Saniolo*  
Chairman

Unofficial



LAMB MCERLANE

06/10/2009 03 24P

10541841  
Page 4 of 8  
B-6517 P-710

**STATE OF PENNSYLVANIA:**

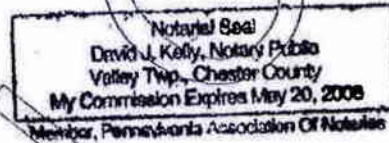
**COUNTY OF CHESTER:**

On this 3 day of May, 2005, before me, the undersigned officer,  
personally appeared Bonnie Grannells and X 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:



Unofficial Copy



LAMB MCERLANE

06/10/2005 03 24P

10541841  
Page 5 of 8  
B-6517 P-710

**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. 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



10541841  
Page 6 of 6  
B-6517 P-710

610-356-8550  
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 JAMES A. AND BONNIE L. GRANNELLS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** thirty (30') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement through Lands of James A. and Bonnie L. Grannells, 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 of James A. and Bonnie L. Grannells and Land N/L of Thomas J. Stoltzfus said point being measured the following (4) courses and distances from a point marking the intersection of the extended Southeasterly side of Frederick Drive with the title line in the bed of Old Wilmington Road (S.R. 4001, L.R. 15066); (1) Extending from said point of intersection South 65°42'00" West a distance of 231.99 feet to a point; (2) thence extending South 46°57'50" West a distance of 273.70 to a point; (3) thence extending from said point North 88°56'40" West a distance of 351.30 feet to a point on the Southerly side of Frederick Drive, fifty (50) feet wide; (4) thence leaving said line along the line dividing Lands N/L Grannells and Lands N/L Stoltzfus South 06°27'10" West a distance of 214.58 feet to the point and place of beginning; thence leaving said point and place of beginning, South 06°27'10" West a distance of 30.19 feet to a point on the Northerly side of the Coatesville-Downingtown By Pass (140' wide) (SR-0030; LR 1004); thence leaving said point along said line along a line curving to the left having a radius of 14,253.95 feet, an arc distance of 130.00 feet (Chord: N 89°35'52"W; 130.00') to a point on the line dividing Lands N/L Grannells and Lands N/L Richard A. Jr. and Rose A. Whitman; thence leaving said point along said line North 07°34'10" East a distance of 30.22 feet to a point; thence leaving said point through Lands N/L Grannells on a line curving to the right having a radius of 14,223.95 feet an arc distance of 129.39 feet (Chord: S 89°36'50"E; 129.39') to the point and place of beginning.

Containing: 3,891 S.F. of Land More or Less.

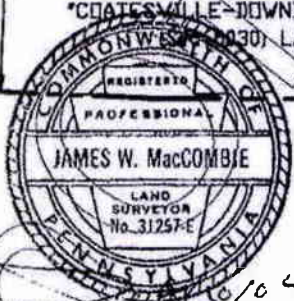
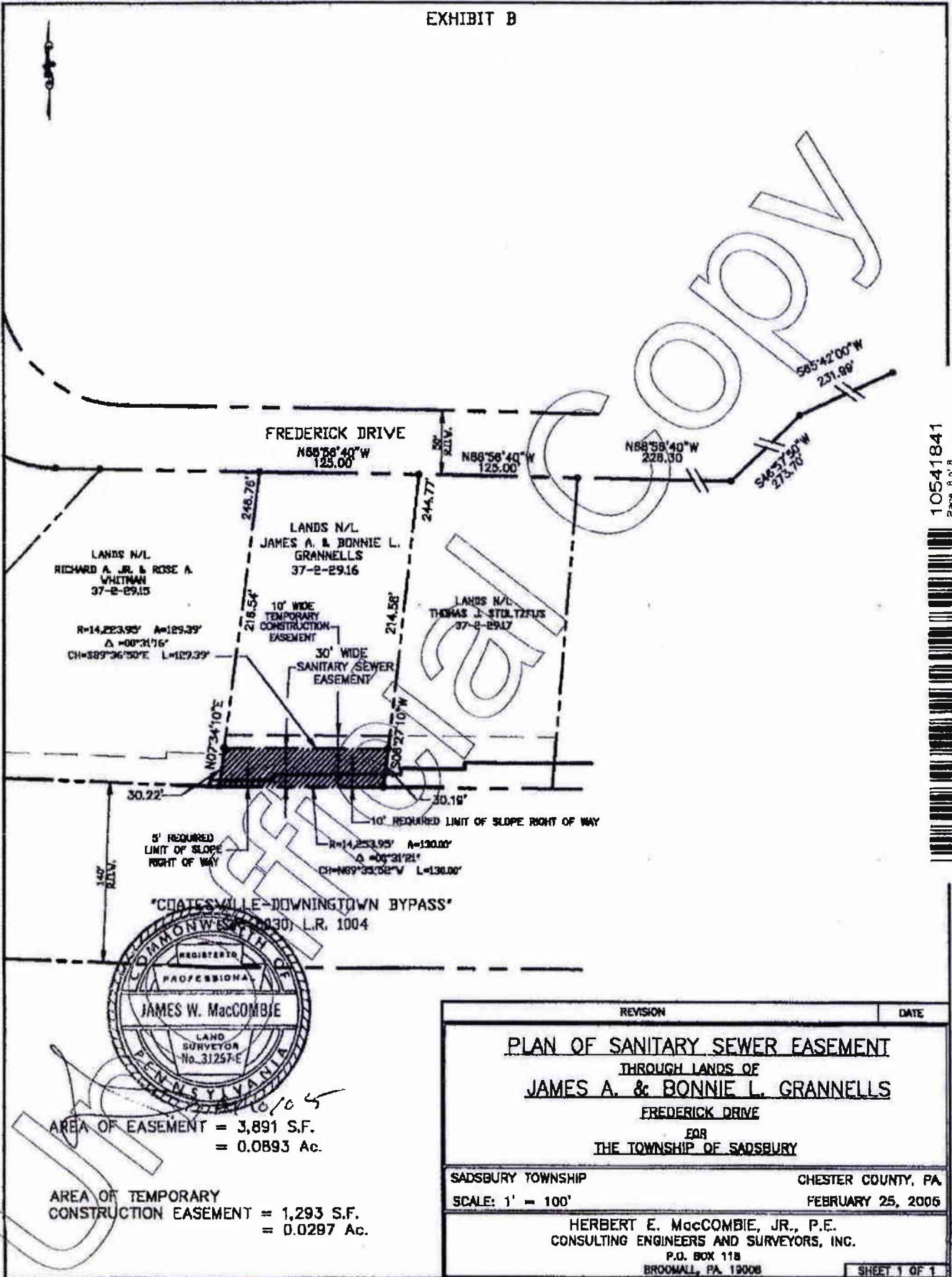


LAMB MCERLANE

06/10/2005 03:24P

10541841  
Page 7 of 8  
B-6517 P-710

EXHIBIT B



AREA OF EASEMENT = 3,891 S.F.  
= 0.0893 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,293 S.F.  
= 0.0297 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>JAMES A. &amp; BONNIE L. GRANNELLS</b> FREDERICK DRIVE FOR THE TOWNSHIP OF SADSBURY	
SADSBURY 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	

10541841  
 Page B of B  
 B-6517 P-710  
 08/10/2006 03:24P  
 JAMB MCKERLANE



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. 37-2-29.17 ✓

**RIGHT-OF-WAY AGREEMENT**

THOMAS J STOLTZFUS  
(Grantor)

SADSBURY TOWNSHIP  
(Grantee)

MBS

Unofficial Copy

This Document Recorded  
06/20/2005  
10:11AM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10544096  
Receipt #: 230968  
Rec Fee: 66.50



10544096  
Page 1 of 8  
B-6523 P-2038

LAMB MCERLANE

20 20/2005 10 11A

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 4 day of May, 20 05 between Thomas J. Stoltzfus (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 4641, Page 0635.

**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;



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Page 2 of 8  
B-6523 P-2038

- (b.) To the permanent occupation and use of such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of pipelines, with accessories and appurtenances as appears in Exhibits "A" and "B" showing the right-of-way.
5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, its and their use, as specified herein, forever.
6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land and areas of ingress and egress with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be, and in all other cases with ground and/or topsoil, which shall be seeded with grass seed.
7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted 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.



...AVIB MCERLANE

08/20/2005 10:11A

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Page 3 of 6

B-6523 P-2038

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

**GRANTOR:**

*Thomas J. [Signature]*  
\_\_\_\_\_

**ATTEST:**

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

**GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS**

*Ralph J. [Signature]*  
\_\_\_\_\_  
Chairman

Unofficial



10544096  
Page 4 of 8  
B-6523 P-2038

STATE OF PENNSYLVANIA:

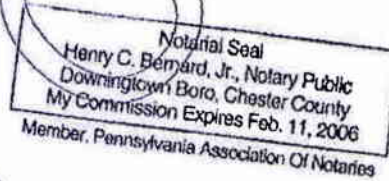
COUNTY OF CHESTER:

On this 4 day of MAY, 2005, before me, the undersigned officer,  
personally appeared THOMAS STOLTZFUS 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:



Unofficial



AMB W CERLANE

3E/20/2005 10 11A

10544096

Page 2 of 6

B-6523 P-2038

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

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

*Laura A. Jimenez*  
Notary Public

My Commission Expires: 10-27-07

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Laura A. Jimenez, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Oct. 27, 2007  
Member, Pennsylvania Association Of Notaries



10544096  
Page 6 of 8  
B-6523 P-2038

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

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 THOMAS J. STOLTZFUS SADSBURY TOWNSHIP, CHESTER COUNTY, PA.

ALL THAT CERTAIN forty (40') 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 Thomas J. Stoltzfus, 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 Thomas J. Stoltzfus and Land N/L of Thomas D. & Patricia Hines said point being measured the following four (4) courses and distances from a point marking the intersection of the extended Southeasterly side of Frederick Drive with the title line in the bed of Old Wilmington Road (S.R. 4001, L.R. 15066); (1) extending from said point of intersection South  $65^{\circ}42'00''$  West a distance of 231.99 feet to a point; (2) thence extending South  $46^{\circ}57'50''$  West a distance of 273.70 to a point; (3) thence extending from said point North  $88^{\circ}56'40''$  West a distance of 226.30 feet to a point on the Southerly side of Frederick Drive, fifty (50) feet wide; (4) thence leaving said line along the line dividing Lands N/L Stoltzfus and Lands N/L Hines South  $04^{\circ}50'50''$  West a distance of 202.57 feet to the point and place of beginning; thence extending from said point and place of beginning South  $04^{\circ}50'50''$  West a distance of 40.14 feet to a point on the Northerly line of the Coatesville-Downingtown By Pass (140' wide) (SR 0030; LR 2004); thence along said line curving to the right having a radius of 14,253.95 feet, an arc distance of 132.00 feet (Chord: N  $89^{\circ}35'54''$ W; 132.00') to a point on the line dividing Lands N/L Stoltzfus and Lands N/L James A. and Bonnie L. Grannells; thence leaving said point along said line North  $06^{\circ}27'10''$  West a distance of 40.20 feet to a point; thence leaving said point on a line curving to left having a radius of 14,213.95 feet an arc distance of 130.85 feet (Chord: S  $89^{\circ}37'47''$ E; 130.85') to the point and place of beginning.

Containing: 5,257 S.F. of Land More or Less.



AMB MCKERLANE

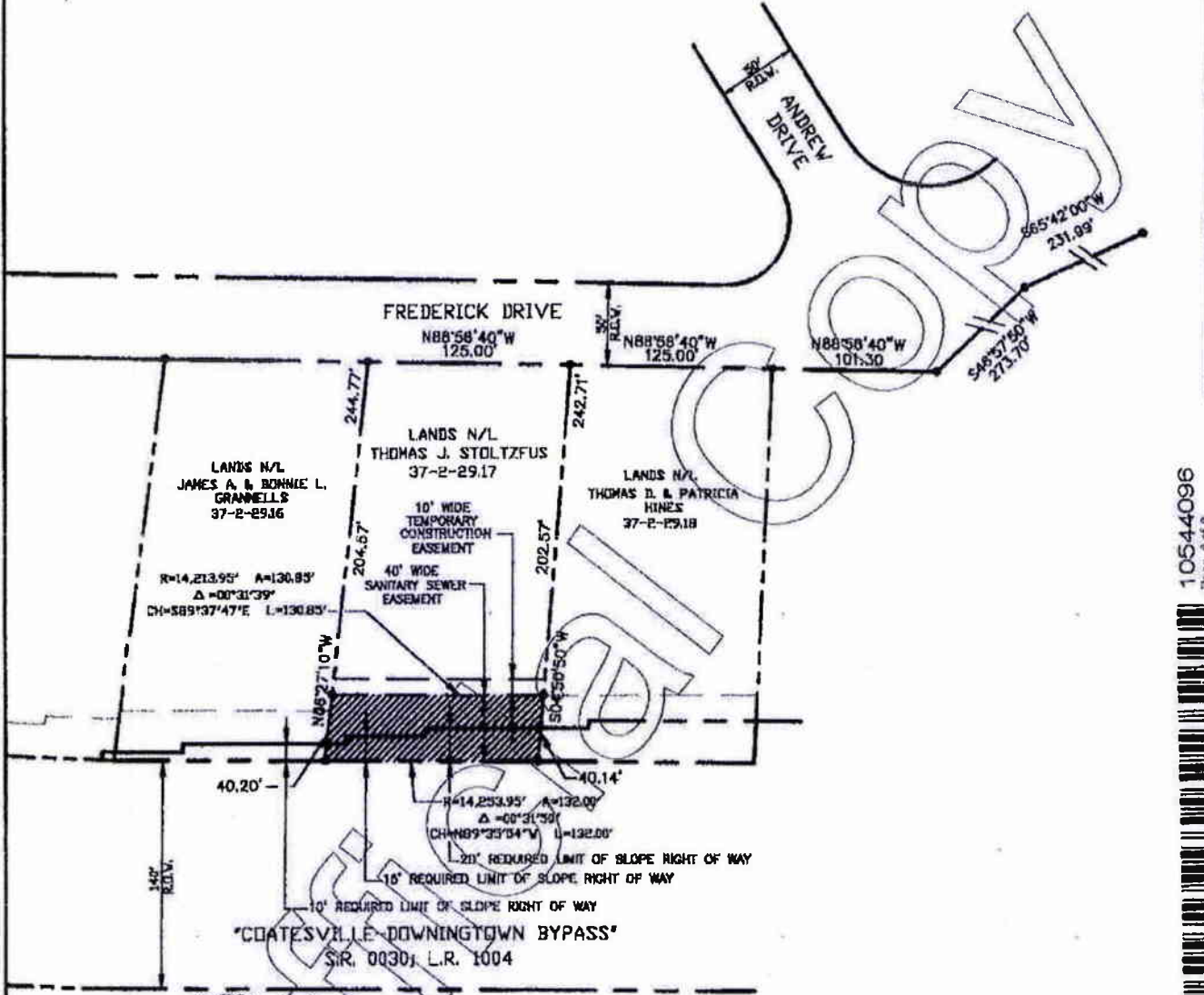
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Page 7 of 8

B-6523 P-2038

EXHIBIT B



AREA OF EASEMENT = 5,257 S.F.  
= 0.1207 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,307 S.F.  
= 0.0300 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>THOMAS J. STOLTZFUS</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 1 OF 1	

10544096  
Page 8 of 8  
B-6523 P-2038  
-AMB VICKERLANE

8/25/05



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. 37-2-29.21

## RIGHT-OF-WAY AGREEMENT

BESSIE M. JOHNSON  
(Grantor)

SADSBURY TOWNSHIP  
(Grantee)

*MB*

Unofficial Copy

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

Doc Id: 10541848  
Receipt #: 229544  
Rec Fee: 41.50



LAMB MCERLANE

06/10/2005 03:24P

10541848  
Page 1 of 8  
B-6517 P-766

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 12<sup>th</sup> day of May, 2005, between Bessie M. Johnson (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 F0055, Page 0343.

**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

09/10/2005 03:24P

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Page 2 of 3

B-6517 P-766

- (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.



AMH MCERLANE

36/10/2005 03 24

10541848

Page 3 of 8

B-6517 P-766

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

GRANTOR:

*Bessie M. Johnson*  
\_\_\_\_\_

ATTEST:

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

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

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

Unofficial



10541848  
Page 1 of 1  
B-6517 P-766

STATE OF PENNSYLVANIA:

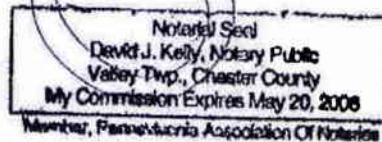
COUNTY OF CHESTER:

On this 12 day of May, 2005, before me, the undersigned officer,  
personally appeared Bessie M. Johnson and X 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:



10541848  
Page 5 of 8  
B-6517 P-766

Unofficial

**STATE OF PENNSYLVANIA:**

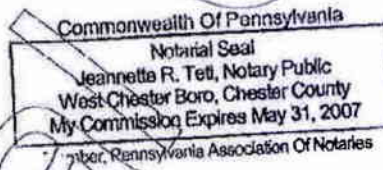
**COUNTY OF CHESTER:**

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

My Commission Expires:



10541848  
Page 6 of 8  
B-6517 P-766

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 BESSIE M. JOHNSON**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement through Lands of Bessie M. Johnson, 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 Southeasterly line of Frederick Drive, fifty (50) feet wide; said point being measured the following two (2) courses and distances from a point marking the intersection of the extended Southeasterly side of Frederick Drive with the title line in the bed of Old Wilmington Road (S.R. 4001, L.R. 15066); (1) extending from said point of intersection South  $65^{\circ}42'00''$  West a distance of 231.99 feet to a point; (2) thence extending South  $46^{\circ}57'50''$  West a distance of 114.93 feet to said point and place of beginning on the Southerly side of Frederick Drive, fifty (50') feet wide; thence extending from said point and place of beginning the following two (2) courses and distances through Lands N/L Johnson; (1) South  $36^{\circ}12'40''$  East a distance of 383.31 feet to a point; (2) thence extending from said point South  $81^{\circ}05'10''$  East a distance of 113.59 feet to a point on the line dividing Lands N/L Johnson and Lands N/L George K. Sr. and Ruth Ann Whisler; thence extending from said point along said line South  $32^{\circ}08'30''$  East a distance of 26.95 feet to a point on the Northerly line of the Coatesville-Downingtown By Pass (140' wide) (S.R. 0030; L.R. 1004); thence extending along said line curving to the right having a radius of 14,253.95 feet, an arc distance of 110.00 feet (Chord: N  $89^{\circ}36'35''$ W; 110.00') to a point; thence extending along a line dividing Lands N/L Johnson and Lands N/L James G. and Jane D. Roper North  $36^{\circ}12'40''$  West a distance of 423.96 feet to a point on the Southeasterly line of Frederick Drive; thence extending along said line North  $46^{\circ}57'50''$  East a distance of 10.07 feet to the point and place of beginning.

Containing: 7,327 S.F. of Land More or Less.



LAMB MCKER. ANE

08/10/2005 03 24P

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Page 7 of 8  
B-6517 P-766

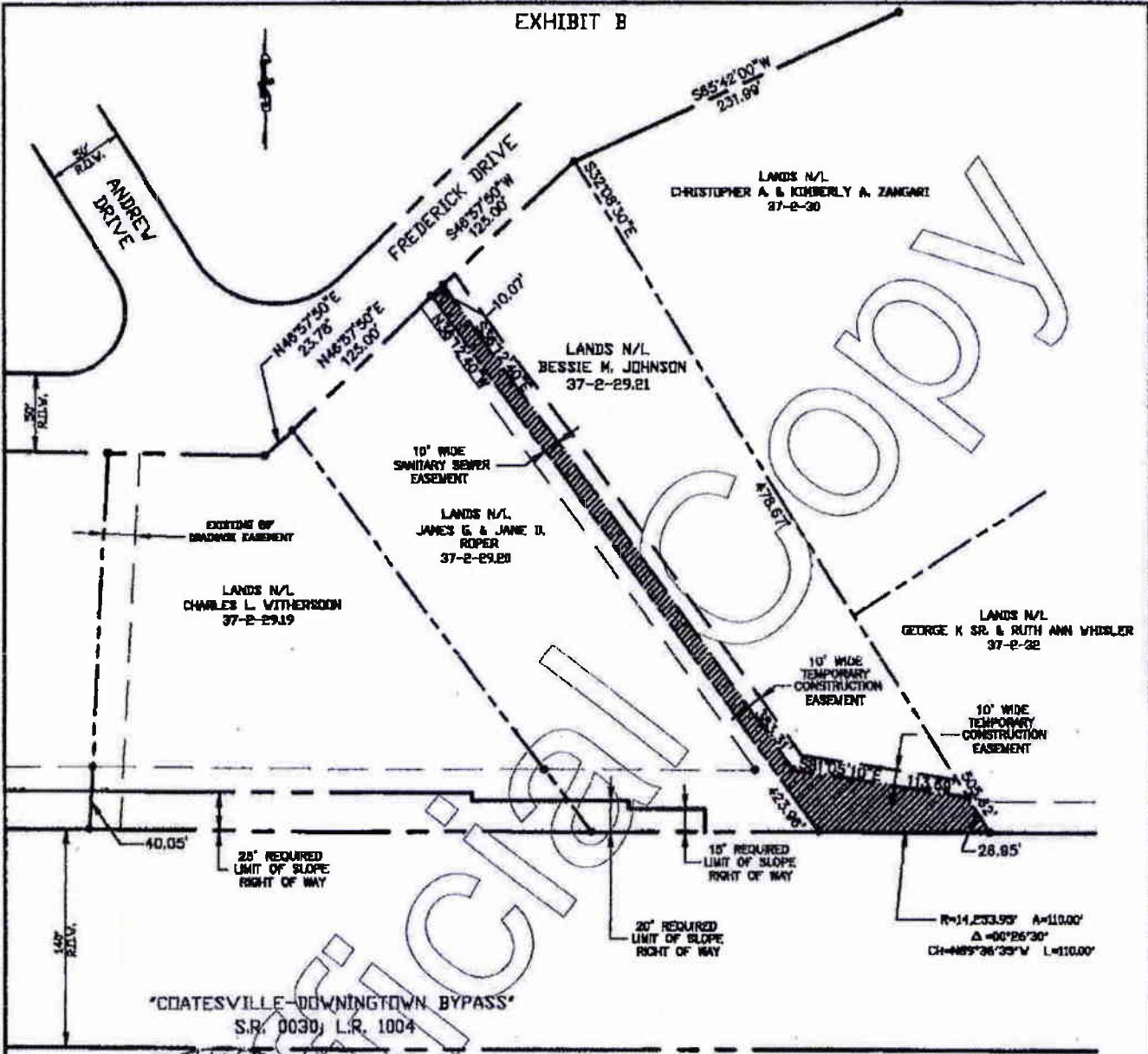


10541848  
 Page 8 of 8  
 B-6517 P-766

LAMB W/CLERLANE

08/10/2005 03:34P

EXHIBIT B



9-16-05  
 AREA OF EASEMENT = 7,327 S.F.  
 = 0.1682 Ac.  
 AREA OF TEMPORARY CONSTRUCTION EASEMENT = 4,890 S.F.  
 = 0.1123 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF	
<b>BESSIE M. JOHNSON</b>	
FREDERICK DRIVE	
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	

8/3JB



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

BEING PART OF U.P.I. No. 37-2-29.20 ✓

**RIGHT-OF-WAY AGREEMENT**

JANES G. ROPER and JANE D. ROPER  
(Grantor)

SADSBURY TOWNSHIP  
(Grantee)

MSA

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

Doc Id: 10541845  
Receipt #: 229544  
Rec Fee: 41.50



LAMB MCERLANE

06/10/2005 03:24P

10541845  
Page 1 of 8  
B-6517 P-742

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 2nd day of May, 2005, between James G. & Jane A. Roper (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 M0054, Page 0090.

**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 24P

10541845

Page 3 of 8

B-6517 P-742

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

GRANTOR:

*James P. [Signature]*  
*James P. [Signature]*

ATTEST:

*[Signature]*  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Ralph J. [Signature]*  
Chairman

Unofficial

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 2<sup>ND</sup> day of MAY 2005, 2005, before me, the undersigned officer, personally appeared JANE B. ROBERT and JANE D. ROBERT 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.

*Linda M. Lieberman*  
Notary Public

My Commission Expires: 7.10.2005

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Linda M. Lieberman, Notary Public  
Easttown Twp., Chester County  
My Commission Expires July 10, 2005  
Member, Pennsylvania Association of Notaries

Unofficial



10541845  
Page 5 of 6  
B-6517 P-742

**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. Hurst 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



10541845  
Page 6 of 8  
B-6517 P-742

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 JAMES G. AND JANE D. ROPER**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** forty (40') feet wide and ten (10') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement through Lands of James G. and Jane D. Roper, 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 Southeasterly line of Frederick Drive, fifty (50) feet wide; said point being measured the following two (2) courses and distances from a point marking the intersection of the extended Southeasterly side of Frederick Drive with the title line in the bed of Old Wilmington Road (S.R. 4001, L.R. 15066); (1) extending from said point of intersection South  $65^{\circ}42'00''$  West a distance of 231.99 feet to a point; (2) thence extending South  $46^{\circ}57'50''$  West a distance of 125.00 feet to said point and place of beginning on the Southerly side of Frederick Drive, fifty (50') feet wide; thence extending from said point and place of beginning along the line dividing Lands N/L of Roper and Lands N/L Bessie M. Johnson South  $36^{\circ}12'40''$  East a distance of 423.96 feet to the point on the Northerly side of the Coatesville-Downingtown By Pass (140' wide) (S.R. 0030; L.R. 1004); thence along said line curving to the right having a radius of 14,253.95 feet, an arc distance of 149.00 feet (Chord: S  $89^{\circ}51'57''$ W; 149.00') to a point on the line dividing Lands N/L Roper and Lands N/L Charles L. Witherspoon; thence along said line North  $36^{\circ}51'20''$  West a distance of 49.88 feet to a point; thence leaving said point the following two (2) courses and distances through Lands N/L Roper; (1) on a line curving to the left having a radius of 14,213.95 feet, an arc distance of 137.67 feet (Chord: S  $89^{\circ}59'25''$ E; 137.67') to a point; (2) thence extending North  $36^{\circ}12'40''$  West a distance of 366.44 feet to a point on the Southeasterly side of Frederick Drive; thence along said line North  $46^{\circ}57'50''$  East a distance of 10.07 feet to the point and place of beginning.

Containing: 9,657 S.F. of Land More or Less.

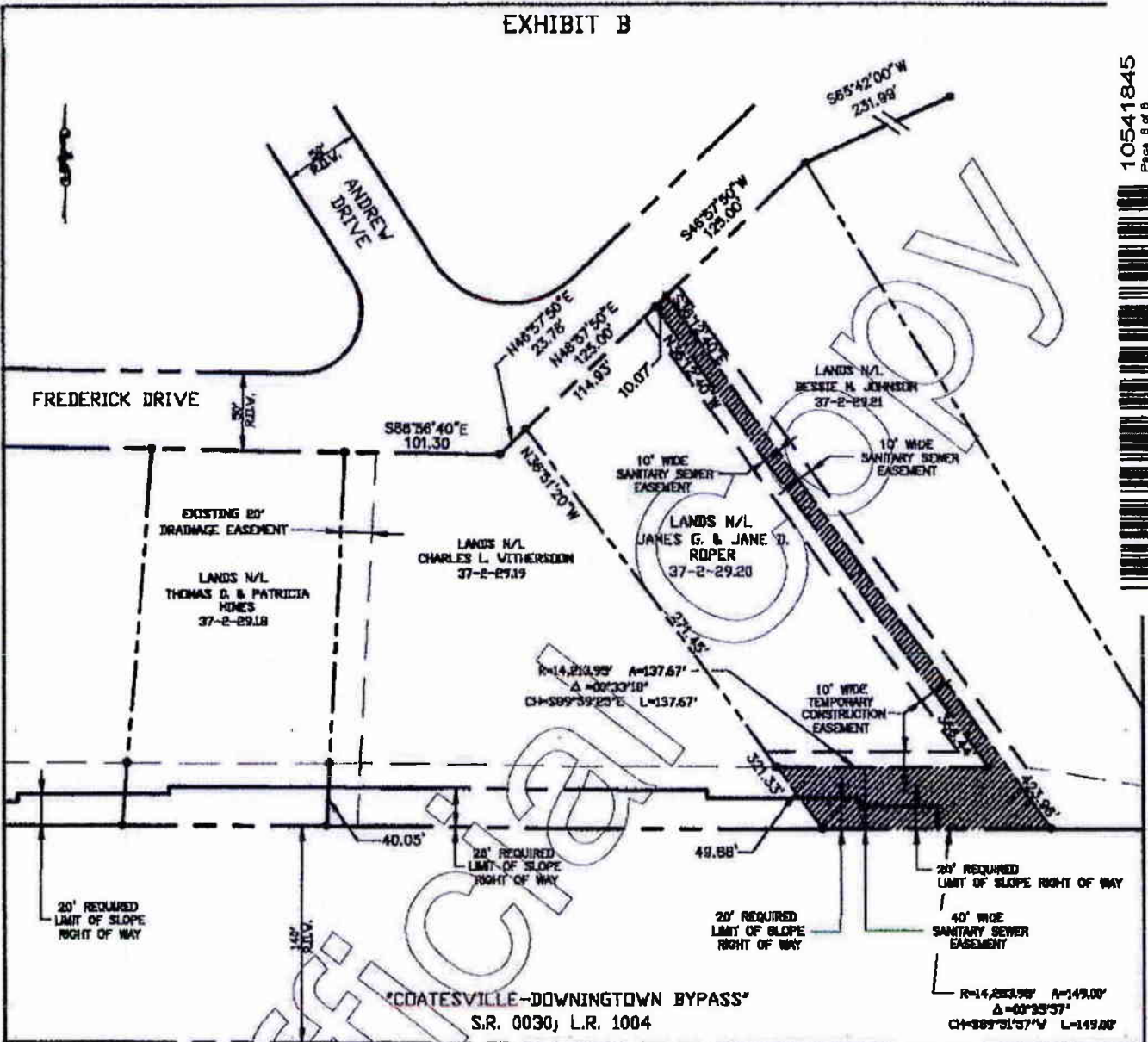


LAMB MCERLANE

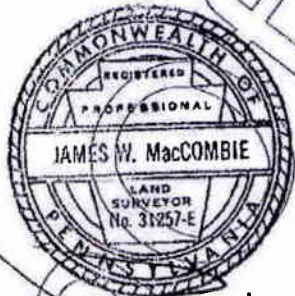
06/10/2005 03 24P

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Page 7 of 8  
B-6517 P-742

EXHIBIT B



10541845  
 Page 8 of 8  
 B-6517 P-742  
 36102005 03 24  
 LAURENCE MCBELANE



*A/10/05*  
 AREA OF EASEMENT = 9,857 S.F.  
 = 0.2217 Ac.

AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 4,876 S.F.  
 = 0.1119 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>JAMES G. &amp; JANE D. ROPER</b> FREDERICK DRIVE FOR THE TOWNSHIP OF SADSBURY	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	FEBRUARY 28, 2005
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 116 BROOMALL, PA. 19008	
SHEET 1 OF 1	

8/2/06



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. 37-2-29.19

**RIGHT-OF-WAY AGREEMENT**

**CHARLES L. WITHERSPOON  
(Grantor)**

**SADSBURY TOWNSHIP  
(Grantee)**

MBS

Unofficial Copy

This Document Recorded  
06/10/2006  
03:24PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10541844  
Receipt #: 229544  
Rec Fee: 41.50



LAMB MCERLANE

26/10/2006 03:24

10541844  
Page 1 of 8  
B-6517 P-734

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_ day of MAY 03 2005, 20 \_\_, between Charles L. Witherspoon (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 4396, Page 0103.

**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

3610/2005 03 24P

10541844

Page 3 of 8

B-6517 P-734

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

GRANTOR

*[Handwritten signature]*  
\_\_\_\_\_

ATTEST:

*[Handwritten signature]*  
\_\_\_\_\_  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*[Handwritten signature]*  
\_\_\_\_\_  
Chairman

Unofficial



10541844  
Page 4 of 8  
B-6517 P-734

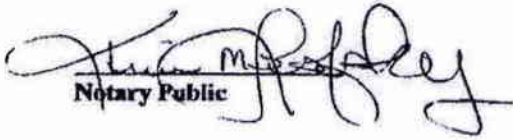
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COUNTY OF CHESTER:

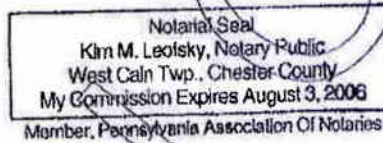
MAY 03 2005

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned officer,  
personally appeared <sup>Charles L.</sup> Witherspoon and <sup>only</sup> \_\_\_\_\_ known to me (or satisfactorily-proven) to  
be the persons whose names are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes therein contained.

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

  
Notary Public

My Commission Expires:



Unofficial



10541844  
Page 5 of 6  
B-6517 P-734

LAMB MCERLANE

06/10/2005 03 24P

**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. 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



LAMB MCERLANE

06/10/2005 03 24P

10541844  
Page 6 of 8  
B-6517 P-734

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 CHARLES L. WITHERSPOON**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** forty (40') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement through Lands of Charles L. Witherspoon, 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 of Charles L. Witherspoon and Land N/L of James G. and Jane D. Roper said point being measured the following three (3) courses and distances from a point marking the intersection of the extended Southeasterly side of Frederick Drive with the title line in the bed of Old Wilmington Road (S.R. 4001, L.R. 15066); (1) Extending from said point of intersection South  $65^{\circ}42'00''$  West a distance of 231.99 feet to a point; (2) thence extending South  $46^{\circ}57'50''$  West a distance of 250.00 feet to a point on the Southerly side of Frederick Drive, fifty (50) feet wide; (3) thence leaving said line along the line dividing Lands N/L Witherspoon and Lands N/L Roper South  $36^{\circ}51'20''$  East a distance of 271.45 feet to the point and place of beginning; thence extending from said point and place of beginning South  $36^{\circ}51'20''$  East a distance of 49.88 feet to a point on the Northerly side of the Coatesville-Downingtown By Pass (140' wide) (S.R. 0030; L.R.1004); thence leaving said point on a line curving to the right, having a radius of 14,253.95 feet, an arc distance of 323.87 feet (Chord: N  $89^{\circ}35'11''$ W; 323.87') to a point on the line dividing Lands N/L Witherspoon and Lands N/L Thomas D. and Patricia Hines; thence leaving said point along said line North  $02^{\circ}58'20''$  East a distance of 40.05 feet to a point; thence leaving said point through Lands N/L Witherspoon on a line curving to the left having a radius of 14,213.95 feet an arc distance of 291.85 feet (Chord: S  $89^{\circ}31'25''$ E; 291.84') to the point and place of beginning.

Containing: 12,314 S.F. of Land More or Less.

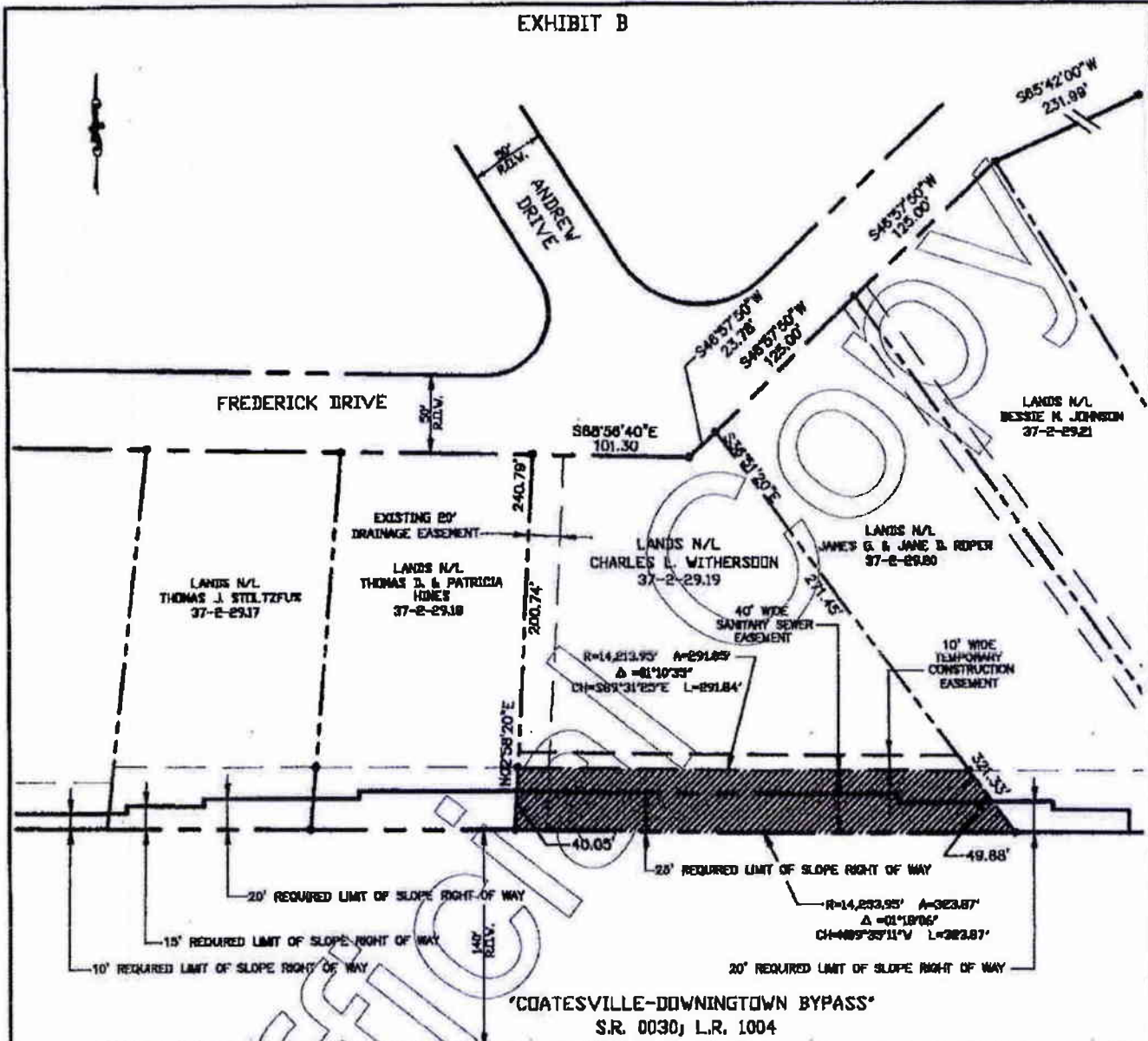


LAMB MCERLANE

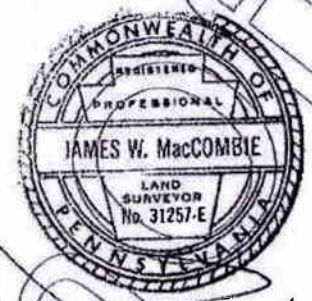
06/10/2005 03 24P

10541844  
Page 7 of 8  
B-6517 P-734

EXHIBIT B



10541844  
 Page 8 of 8  
 B-6517 P-734  
 06/10/2005 03:24P  
 JAMB MICERLANE



AREA OF EASEMENT = 12,314 S.F.  
 = 0.2827 Ac.  
 AREA OF TEMPORARY CONSTRUCTION EASEMENT = 2,877 S.F.  
 = 0.0660 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF	
<b>CHARLES L. WITHERSPOON</b>	
FREDERICK DRIVE	
FOR	
<b>THE TOWNSHIP OF SADBURY</b>	
SADBURY 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	

8/25/05



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

BEING PART OF U.P.I. No. 37-2-29.18 ✓

**RIGHT-OF-WAY AGREEMENT**

THOMAS D. HINES and PATRICIA J. HINES  
(Surviving Spouse) (Deceased)  
(Grantors)

SADSBURY TOWNSHIP  
(Grantee)

MB

Unofficial Copy

This Document Recorded  
08/10/2005  
03:24PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10541843  
Receipt #: 229544  
Rec Fee: 41.60



-AMB MCERLANE

08/10/2005 03:24P

10541843  
Page 1 of 8  
B-6517 P.726

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 2 day of MAY, 2005, between Thomas D. <sup>SURVIVING SPOUSE</sup> & Patricia J. <sup>DECEASED</sup> Hines (hereinafter called Grantor) and SADBURY 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 00058, Page 0345.

**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 03:24P

10541843

Page 3 of 8

B-6517 P-726

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

**GRANTOR:**

Thomas D. Ames  
Suzanne  
Spouse

**ATTEST:**

[Signature]  
Secretary

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

Robert Gamin  
Chairman

Unofficial



10541843  
Page 4 of 8  
B-6517 P-726

LAMB MCERLANE

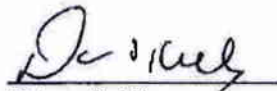
06/10/2005 03 24P

**STATE OF PENNSYLVANIA:**

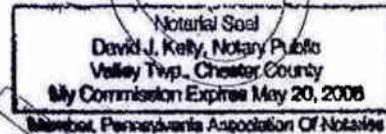
**COUNTY OF CHESTER:**

On this 2 day of MAY, 2005, before me, the undersigned officer,  
personally appeared Thomas D. HINES 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:



LAMB MCERLANE

06/10/2005 03:24P

10541843

Page 5 of 8

B-6517 P-726

**STATE OF PENNSYLVANIA:**

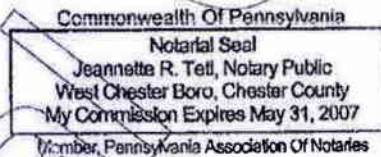
**COUNTY OF CHESTER:**

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



LAMB MCERLANE

06/10/2006 03 24P

10541843  
Page 4 of 8  
B-6517 P-726

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 29, 2005

**EXHIBIT A**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L THOMAS D. AND PATRICIA J. HINES**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** forty (40') 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 Thomas D. and Patricia J. Hines, 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 of Thomas D. and Patricia J. Hines and Land N/L of Charles L. Witherspoon said point being measured the following four (4) courses and distances from a point marking the intersection of the extended Southeasterly side of Frederick Drive with the title line in the bed of Old Wilmington Road (S.R. 4001, L.R. 15066); (1) extending from said point of intersection South  $65^{\circ}42'00''$  West a distance of 231.99 feet to a point; (2) thence extending South  $46^{\circ}57'50''$  West a distance of 273.78 to a point; (3) thence extending from said point North  $88^{\circ}56'40''$  West a distance of 101.30 feet to a point on the Southerly side of Frederick Drive, fifty (50) feet wide; (4) thence leaving said line along the line dividing Lands N/L Hines and Lands N/L Witherspoon South  $02^{\circ}58'20''$  West a distance of 200.74 feet to the point and place of beginning; thence extending from said point and place of beginning South  $02^{\circ}58'20''$  West a distance of 40.05 feet to a point on the Northerly side of the Coatesville-Downingtown By Pass (140' wide) (Sr. 0030; L.R. 1004); thence leaving said point on a line curving to the right having a radius of 14,253.95', an arc distance of 133.00 feet (Chord; N  $89^{\circ}36'03''$ W; 133.00') to a point on the line dividing Lands N/L Hines and Lands N/L Thomas J. Stoltzfus; thence leaving said point along said line North  $04^{\circ}50'50''$ E a distance of 40.14 feet to a point; thence leaving said point through Lands N/L Hines on a line curving to the left having a radius of 14,213.95 feet an arc distance of 131.70 feet (Chord; S  $89^{\circ}36'38''$ E; 131.705') to the point and place of beginning.

Containing: 5,294 S.F. of Land More or Less.



AMB MCCERLANE

30/10/2005 03:24P

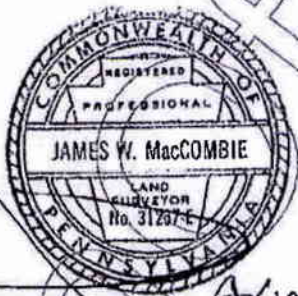
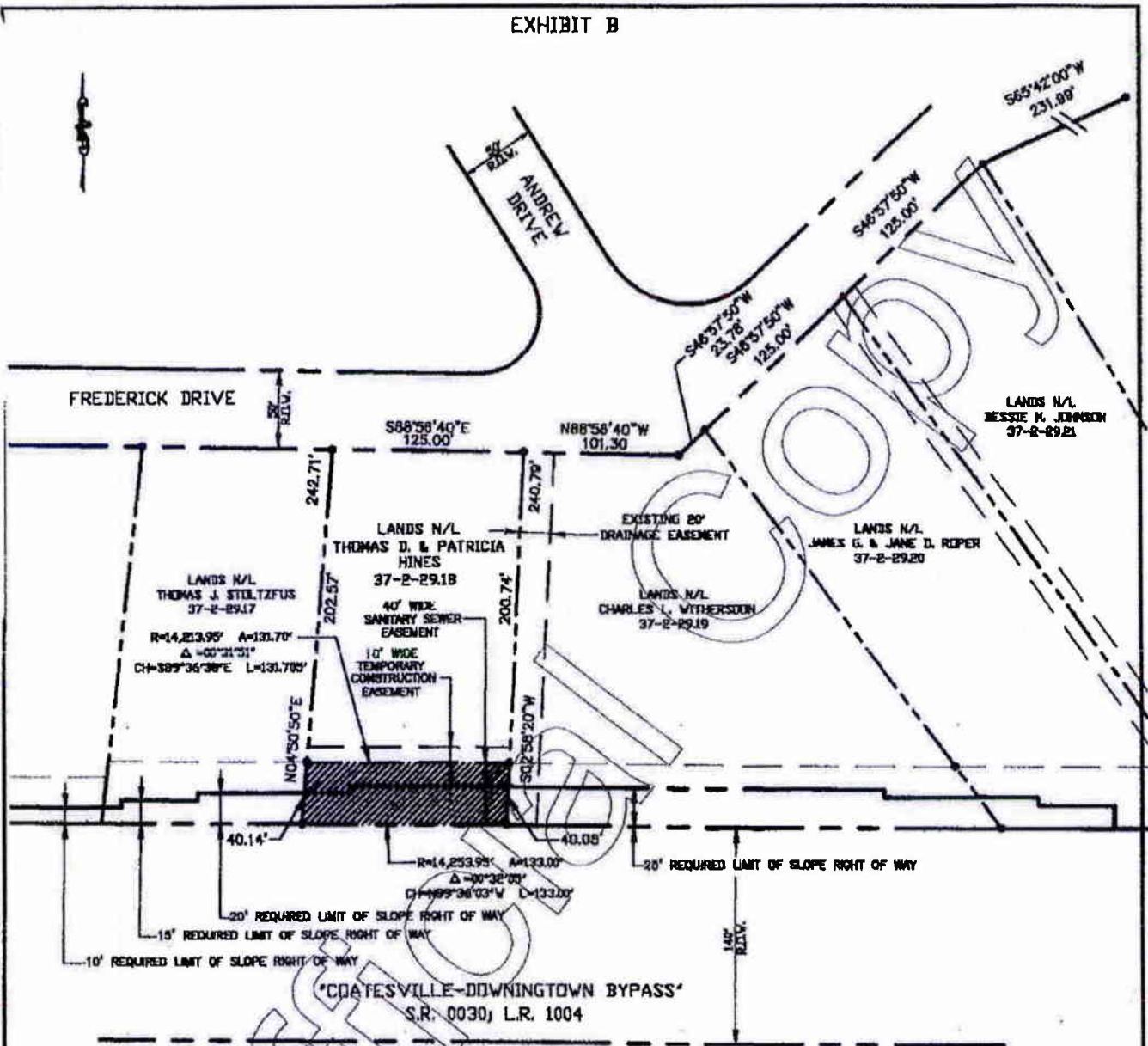
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Page 7 of 8

B-6517 P-726

EXHIBIT B

10541843  
Page 6 of 6  
8-6517 P-726

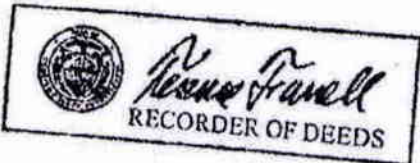


4/10/04

AREA OF EASEMENT = 5,294 S.F.  
= 0.1215 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,315 S.F.  
= 0.0302 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>THOMAS D. &amp; PATRICIA J. HINES</b> FREDERICK 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	



RETURN TO Lamb Windle...

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 15 day of June, 2004, between JOHN H. LYMBERIS AND FOTIOS & YIOTA L. PETROPOULOS, 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 5766, Page 602.

**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;

BEING Part of U.P.I. No. 37-2Q-30 ✓

8/9  
msc  
31.50



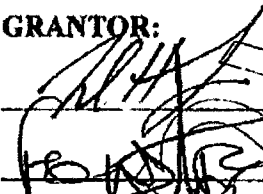
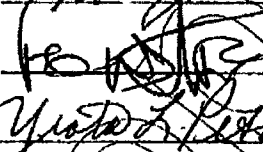
- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of the Ten Feet (10') Wide Temporary Construction Easement and 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.



10426272  
Page: 2 of 8  
B-6194 P-172

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

GRANTOR:

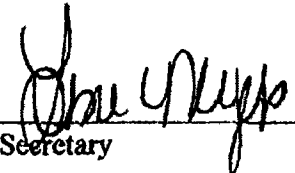
  
\_\_\_\_\_  
  
\_\_\_\_\_  
*Yvonne L. Perreault*

GRANTEE:

SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Chairman

ATTEST:

  
\_\_\_\_\_  
Secretary

Unofficial



10426272  
Page: 3 of 8  
B-6194 P-172

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

On this 14<sup>th</sup> day of June, 20 04, before me, the undersigned officer,  
personally appeared John H. Lyaberis, Yiota Petropoulos and  
Sotir Petropoulos 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.

Cheryl A. Baranzano  
Notary Public

My Commission Expires:

Notarial Seal  
Cheryl A. Baranzano, Notary Public  
West Nantmeal Twp., Chester County  
My Commission Expires Sept. 26, 2006  
Member, Pennsylvania Association of Notaries



LAMB WINDLE MCERLANE

06/18/2004 12:39P

10426272  
Page: 4 of 6  
B-6194 P-172

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 15<sup>th</sup> day of June, 2004, before me, the undersigned officer, personally appeared Rep. 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

The address of the above named Grantee is:

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



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

May 26, 2004

**EXHIBIT "A"**  
**DESCRIPTION**  
**OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L OF JOHN H. LYMBERIS**  
**AND**  
**FOTIOS AND YIOTA L. PETROPOULOS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

**ALL THAT CERTAIN** Twenty-Five (25) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Plan of Sanitary Sewer Easement through lands of John H. Lymberis and Fotios and Yiota L. Petropoulos for the Township of Sadsbury" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated May 26, 2004 and being more specifically described as follows to wit:

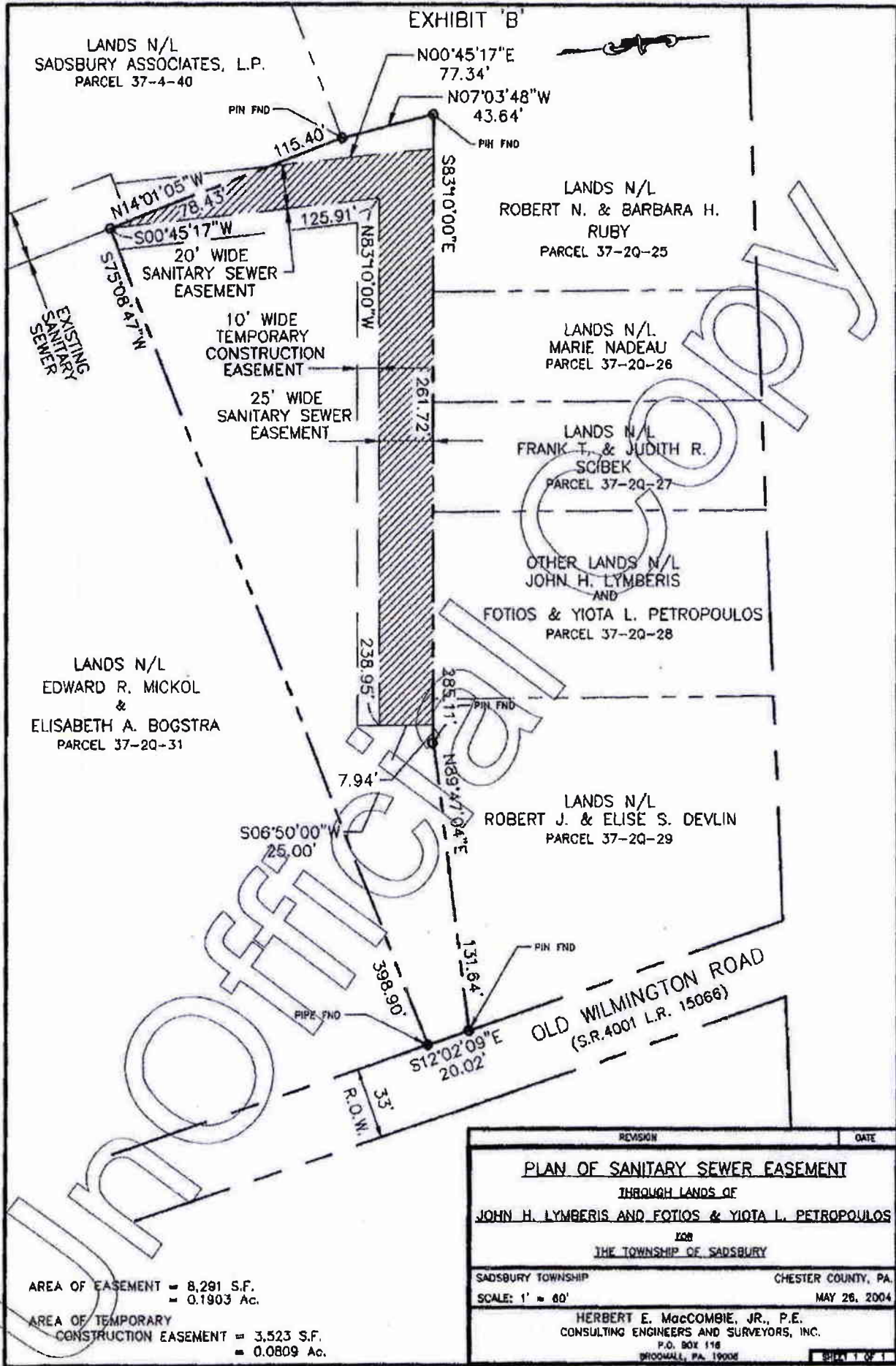
**BEGINNING** at a point along a line of the lands of John H. Lymberis and Fotios and Yiota L. Petropoulos and lands of the now or late Robert J. & Elise S. Devlin, which point is measured the two following courses and distances from a point along the Westerly side of Wilmington Road, being the corner of the lands of John H. Lymberis and Fotios and Yiota L. Petropoulos and lands of the now or late Robert J. & Elise S. Devlin; (1) from the said point along the Westerly side of Wilmington Road, N 89° 47' 04" E a distance of 131.64 feet to a point and (2) N 83° 10' 00" W a distance of 7.94 feet to the point and place of beginning; thence extending from said point and place of beginning, through the lands of John H. Lymberis and Fotios and Yiota L. Petropoulos, S 06° 50' 00" W a distance of 25.00 feet to a point; thence extending from said point and continuing through said lands, N 83° 10' 00" W a distance of 238.95 feet to a point; thence extending from said point and continuing through said lands, S 00° 45' 17" W a distance of 125.91 to a point along a line of the lands of the now or late Sadsbury Associates, L.P.; thence extending along said lands of Sadsbury Associates, L.P., N 14° 01' 05" W a distance of 78.43 feet to a point; thence extending from said point and through the lands of John H. Lymberis and Fotios and Yiota L. Petropoulos, N 00° 45' 17" E a distance of 77.34 feet to a point along lands of the now or late Robert N. & Barbara H. Ruby; thence extending from said point along the last mentioned lands and lands of the now or late Marie Nadeau, lands now or late Frank T. & Judith R. Scibek, other lands now or late John H. Lymberis and Fotios & Yiota L. Petropoulos, Lands now or late Robert J. & Elise S. Devlin, S 83° 10' 00" E a distance of 261.72 feet to the first mentioned point and place of beginning.

Containing: 8,291 S.F. of Land More or Less.

10426272  
Page 6 of 8  
B-6194 P-172

LAMB WINDLE MCERLANE

06/16/2004 12:39P



LANDS N/L  
SADSBURY ASSOCIATES, L.P.  
PARCEL 37-4-40

EXHIBIT 'B'

LANDS N/L  
ROBERT N. & BARBARA H.  
RUBY  
PARCEL 37-20-25

LANDS N/L  
MARIE NADEAU  
PARCEL 37-20-26

LANDS N/L  
FRANK T. & JUDITH R.  
SCIBEK  
PARCEL 37-20-27

OTHER LANDS N/L  
JOHN H. LYMBERIS  
AND  
FOTIOS & YIOTA L. PETROPOULOS  
PARCEL 37-20-28

LANDS N/L  
EDWARD R. MICKOL  
&  
ELISABETH A. BOGSTRA  
PARCEL 37-20-31

LANDS N/L  
ROBERT J. & ELISE S. DEVLIN  
PARCEL 37-20-29

OLD WILMINGTON ROAD  
(S.R.4001 L.R. 15066)

AREA OF EASEMENT = 8,291 S.F.  
= 0.1903 Ac.  
AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 3,523 S.F.  
= 0.0809 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF	
JOHN H. LYMBERIS AND FOTIOS & YIOTA L. PETROPOULOS	
AND	
THE TOWNSHIP OF SADSBURY	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 60'	MAY 26, 2004
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 116 BROOMALL, PA. 19008	
SHEET 1 OF 1	

10426272  
Page 7 of 8  
B-6194 P-172



06/18/2004 12:39P

LAMB WINDLE MCKERLANE



**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0.00
Book Number	6194
Page Number	172
Date Recorded	6/18/04

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

**A CORRESPONDENT - All inquiries may be directed to the following person:**

Name: Vincent M. Pompo, Esquire Lamb, Windle & McErlane, P.C.  
Telephone Number: \_\_\_\_\_  
Area Code ( 610 ) 430-8000  
Street Address: 24 East Market Street, P.O. Box 565 City: West Chester State: PA Zip Code: 19381-0565

**B TRANSFER DATA**

Grantor(s)/Lessor(s): John Lymberis, Fotios & Yiota Petropoulos Date of Acceptance of Document: 6/15/04  
Grantee(s)/Lessee(s): Sadsbury Township  
Street Address: P.O. Box 10 Street Address: P.O. Box 261  
City: Sadsburyville State: PA Zip Code: 19369 City: Sadsburyville State: PA Zip Code: 19369

**C PROPERTY LOCATION**

Street Address: Old Wilmington Road City, Township, Borough: Sadsbury Township  
County: Chester School District: Coatesville Tax Parcel Number: 37-2Q-30

**D VALUATION DATA**

1. Actual Cash Consideration \$1.00	2. Other Consideration + 0	3. Total Consideration = \$1.00
4. County Assessed Value Exempt	5. Common Level Ratio Factor x 1.24	6. Fair Market Value = \$1.00

**E EXEMPTION DATA**

1a. Amount of Exemption Claimed: 100% 1b. Percentage of Interest Conveyed: 100%

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession (Name of Decedent) \_\_\_\_\_ (Estate File Number) \_\_\_\_\_
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: \_\_\_\_\_ Date: 6/18/04



10426272  
Page 8 of 8  
B-6194 P-172

RETURN TO



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

**RIGHT-OF-WAY AGREEMENT**

SADSBURY ASSOCIATES, L.P.  
(Grantor)

SADSBURY TOWNSHIP  
(Grantee)

BEING PART OF U.P.I. No. 37-4-40

This Document Recorded  
01/28/2005  
01:38PM

Doc Id: 10501091  
Receipt #: 205875  
Rec Fee: 31.50

Doc Code: MSC Chester County, Recorder of Deeds Office



LAMB MCERLANE

01/28/2005 01:38P

10501091  
Page 1 of 8  
B-6397 P-997

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 22<sup>nd</sup> day of June, 2009, between **SADSBURY ASSOCIATES, L.P.**, 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 4353, Page 1194.

**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

01/20/2008 01:38P

10501091

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- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of the Ten Feet (10') Wide Temporary Construction Easement and 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 M CERLANE

01/28/2005 01:38P

10501091

Page: 3 of 8

B-6397 P-997

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

GRANTOR:  
*Jandy White* - Pres.  
*T.R. White, Inc.* - Sadsbury  
Associates, L.P.'s General Partner

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Ralph T. Harris*  
Chairman

ATTEST:

*Dennis Shaw*  
Secretary

Unofficial



10501091  
Page 4 of 9  
B-6397 P-997

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 17<sup>th</sup> day of June, 2004 before me, the undersigned officer, personally appeared Randy White 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.

*Marilyn V. Schmidt*  
Notary Public

My Commission Expires:

*8/31/04*

*Commonwealth of PA*

Notarial Seal  
Marilyn V. Schmidt, Notary Public  
Birmingham Twp., Chester County  
My Commission Expires Aug. 31, 2004  
Member, Pennsylvania Association of Notaries

Unofficial



10501091  
Page 5 of 8  
B-6397 P-997

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 23rd day of June, 2004, before me, the undersigned officer, personally appeared Ralph J. Harris and Linda Shek 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

The address of the above named Grantee is:

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



10501091  
Page 6 of 8  
B-6397 P-997

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

January 11, 2005

**EXHIBIT A  
DESCRIPTION  
OF SANITARY SEWER EASEMENT  
THROUGH  
LANDS N/L SADSBUARY ASSOCIATES, L.P.  
SADSBUARY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN variable width 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 Sadsbury Associates, L.P. for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers & Surveyors, Inc., Broomall, Pa. dated March 3, 2004 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing Lands N/L of Sadsbury Associates, L.P. and Lands N/L John H. Lymberis and Fotios and Yiota L. Petropoulos said point being measured the three (3) following courses and distances from a point on the Southerly ultimate Right-of way line of Lincoln Highway ( as widen to 60 feet wide) and line dividing Lands N/L Sadsbury Associates, L.P. and Lands N/L Robert N. & Barbara H. Ruby; (1) extending from said point along the line dividing Lands N/L Sadsbury Associates, L.P. and Land of Ruby S 06°13'40"W a distance of 211.34 feet to a point; (2) N 74°58'40"E a distance of 122.64 feet to a point on the line dividing Lands N/L Sadsbury Associates, L.P. and Lands N/L Lymberis and Petropoulos, (3) S 14°01'05"E a distance of 36.97 feet to the point and place of beginning; thence leaving said point and place of beginning along the line dividing Lands N/L of Sadsbury Associates L.P. and Lands N/L Lymberis and Petropoulos S 14°01'05"E a distance of 69.49 feet to a point; thence leaving said line S 75°57'55"W a distance of 18.33 feet along the Northerly line of an existing Sanitary Sewer Easement to a point; thence N 00°45'17"E a distance of 71.87 feet through lands N/L of Sadsbury Associates, L.P. to the first mentioned point and place of beginning.

Containing: 637 S.F. more or less of land.



LAMB M CERIANR

01/28/2005 01:38P

10501091  
Page 7 of 8  
B-6397 P-997

EXHIBIT B

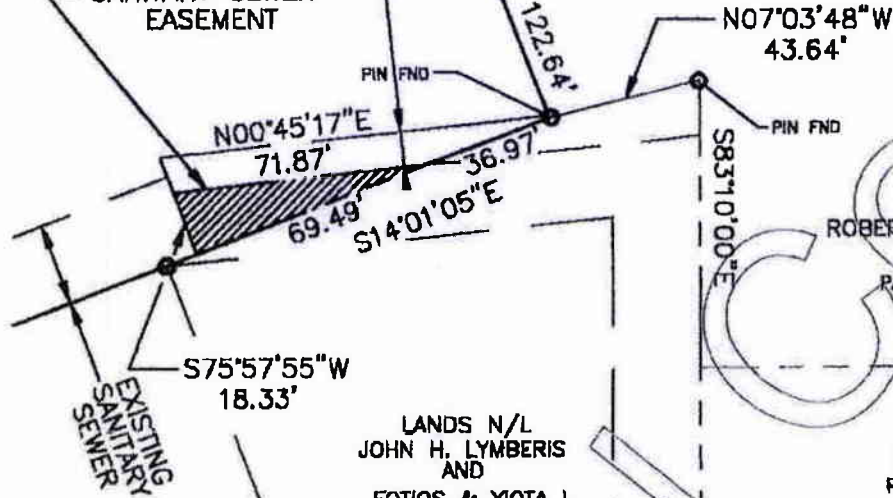
ULTIMATE R.O.W.  
LINCOLN HIGHWAY  
(S.R. 3070) (L.R. 142)

211.34'

LANDS N/L  
SADSBURY ASSOCIATES, L.P.  
PARCEL 37-4-40

10' WIDE TEMPORARY  
CONSTRUCTION EASEMENT

SANITARY SEWER  
EASEMENT



LANDS N/L  
ROBERT N. & BARBARA H.  
RUBY  
PARCEL 37-20-25

LANDS N/L  
MARIE NADEAU  
PARCEL 37-20-26

LANDS N/L  
FRANK T. & JUDITH R.  
SCIBEK  
PARCEL 37-20-27

LANDS N/L  
JOHN H. LYMBERIS  
AND  
FOTIOS & VIOTA L. PETROPOULOS  
PARCEL 37-20-28

LANDS N/L  
EDWARD R. MICKOL  
&  
ELISABETH A. BOGSTRA  
PARCEL 37-20-31



AREA OF EASEMENT = 637 S.F.  
= 0.0146 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 921 S.F.  
= 0.0211 Ac.

REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b>	
THROUGH LANDS OF <b>SADSBURY ASSOCIATES, L.P.</b>	
FOR THE TOWNSHIP OF SADSBURY	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 50'	MARCH 3, 2004
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



10501091  
Page 2 of 8  
B-6397 P-997

01/28/2008 01:38P

2/25/03

RETURN TO



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

**RIGHT-OF-WAY AGREEMENT**

SADSBURYVILLE VOLUNTEER FIRE COMPANY  
(Grantor)

SADSBURY TOWNSHIP  
(Grantee)

MSC

BEING PART OF U.P.I. No. 37-4-55.1 ✓



**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 22<sup>nd</sup> day of December, 2004, between SADSBURYVILLE VOLUNTEER FIRE COMPANY, 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 Y 47, Page 41.

**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 the Ten Feet (10') Wide Temporary Construction Easement and 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

01/07/2006 02 44P

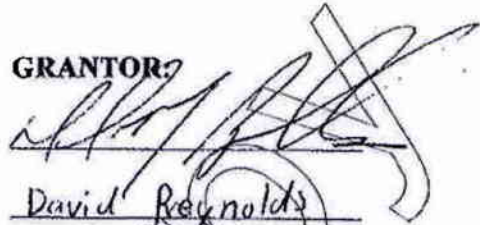
10496220

Page: 3 of 9

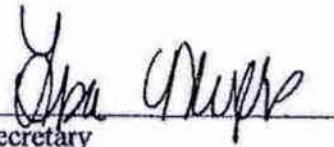
B-6383 P-1609

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

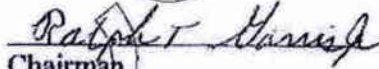
**GRANTOR:**

  
\_\_\_\_\_  
David Reynolds  
Deputy chief

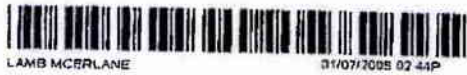
**ATTEST:**

  
\_\_\_\_\_  
Secretary

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

  
\_\_\_\_\_  
Chairman

Unofficial



LAMB MCERLANE

01/07/2005 02:41P

10496220

Page 4 of 9

B-6383 P-1609

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 22 day of Dec, 2007, before me, the undersigned officer,  
 personally appeared DAVE REYNOLDS and N/A who acknowledged <sup>himself</sup> ~~themselves~~ to be the  
 Deputy Chief of Sadsburyville Volunteer Fire Co.  
 Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being  
 authorized to do so on behalf of the <sup>Fire Co.</sup> ~~Township~~, executed the foregoing instrument, for the purposes  
 therein contained desiring the same to be recorded, by signing the name of the <sup>Fire Co. as Deputy</sup> ~~Township~~ as Chairman  
Chief  
and Secretary.

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

David J. Kelly  
 Notary Public

My Commission Expires:

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

Unofficial



LAMB MCERLANE

01/07/2005 02:44P

10496220  
Page 5 of 9  
B-6383 P-1609

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 28 day of Dec, 2007, before me, the undersigned officer, personally appeared Ralph T. Garris, Jr. 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. Telt*

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



10496220  
Page 6 of 9  
B-6383 P-1609

Unofficial Copy

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

10496220

Page 7 of 9

B-6383 P-1609

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

May 26, 2004

**EXHIBIT A  
DESCRIPTION  
OF SANITARY SEWER EASEMENT  
THROUGH  
LANDS N/L OF SADBURYVILLE VOLUNTEER FIRE COMPANY  
SADBURY 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 Sadsburyville Volunteer Fire Company for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc. Broomall, Pa. dated May 26, 2004 and being more specifically described as follows to wit:

**BEGINNING** at a point along the Easterly side of First Avenue (33' Wide) said point being a corner of the lands N/L Sadsburyville Volunteer Fire Company and Lands N/L Grant & Linda Amway; thence extending from said point and place of beginning along Lands N/L of Grant and Linda Amway, Lands N/L of John Shade and Lands N/L of Louis Cabassa S 88°28'50"E a distance of 231.00' to a point; thence extending from said point along Lands N/L of Aim Development Corporation S 00°06'10"W a distance of 20.01' feet to a point; thence extending from said point through Lands N/L of Sadsburyville Volunteer Fire Company N 88°28'50"W a distance of 231.00' to a point on the Easterly side of First Avenue; thence extending along the Easterly side of First Avenue N 00°06'20"E a distance of 20.01' to the first mentioned point and place of beginning.

Containing: 4,620 S.F. of land more or less.

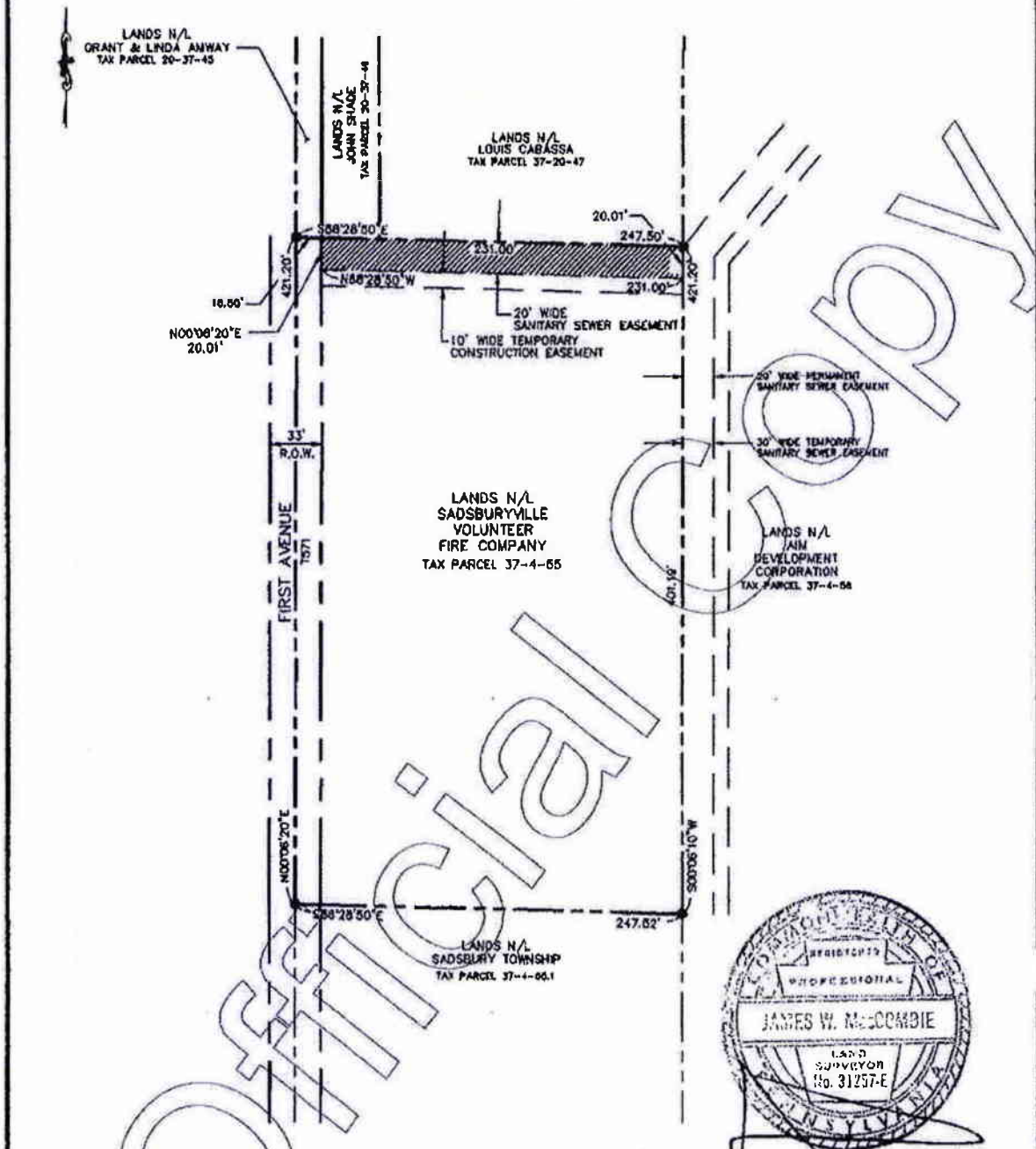


LAMB MCERLANE

01/07/2006 02:44P

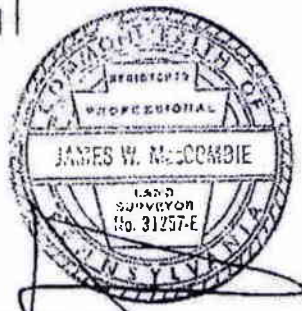
10496220  
Page 8 of 8  
B-6383 P-1609

EXHIBIT B



AREA OF EASEMENT = 4620 S.F.  
= 0.1061 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 2,310 S.F.  
= 0.0530 Ac.



REVISION	DATE
<p><b>PLAN OF SANITARY SEWER EASEMENT</b>  <b>THROUGH LANDS OF</b>  <b>SADBURYVILLE VOLUNTEER FIRE COMPANY</b></p> <p>FOR  <b>THE TOWNSHIP OF SADBURY</b></p>	
<p>SADBURY TOWNSHIP CHESTER COUNTY, PA.</p>	
<p>SCALE: 1" = 100' MAY 26, 2004</p>	
<p>HERBERT E. MacCOMBIE, JR., P.E.  CONSULTING ENGINEERS AND SURVEYORS, INC.  P.O. BOX 118  BROOMALL, PA. 19008</p>	
<p>SHEET 1 OF 1</p>	

10496220  
 PAGE 3 OF 3  
 B-6383 F-1609  
 01/07/2005 02:46P  
 LAND MICEPLANE



9/25/03



RETURN TO

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

**RIGHT-OF-WAY AGREEMENT**

**SADSBURYVILLE VOLUNTEER FIRE COMPANY  
(Grantor)**

**SADSBURY TOWNSHIP  
(Grantee)**

Copy

MRBE

**BEING PART OF U.P.I. No. 37-2Q-44 and 37-4C-11.1**

Unofficial

This Document Recorded  
01/07/2006  
02:44PM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10496221  
Receipt #: 203217  
Rec Fee: 38.50



10496221  
Page 1 of 9  
B-6383 P-1618

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 28<sup>th</sup> day of December, 2004, between **SADSBURYVILLE VOLUNTEER FIRE COMPANY**, 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 I-16, Page 401 and Deed Book G38 Page 1076.

**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;



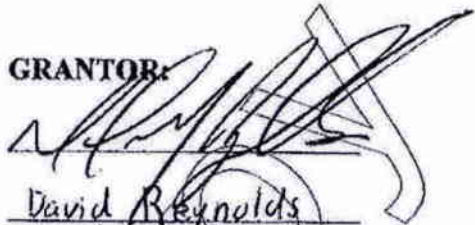
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Page 7 of 9  
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- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the said manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of the Ten Feet (10') Wide Temporary Construction Easement and 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.

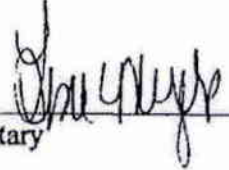


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

GRANTOR:

  
David Reynolds  
Deputy Chief

ATTEST:

  
Secretary

GRANTEE:

SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman

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STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 28 day of Dec, 2004, before me, the undersigned officer,  
 personally appeared David Reynolds and \_\_\_\_\_ who acknowledged themselves to be the <sup>himself</sup>  
~~Chairman and Secretary of SADBURY TOWNSHIP~~ Deputy Chief of Sadsburyville Volunteer Fire Co. and that they, as such officers, being  
 authorized to do so on behalf of the ~~Township~~ <sup>Fire Co.</sup>, executed the foregoing instrument, for the purposes  
 therein contained desiring the same to be recorded, by signing the name of the ~~Township~~ <sup>Fire Co. as Deputy</sup> as ~~Chairman~~  
~~Chief~~ <sup>Chief</sup> and ~~Secretary~~.

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

*David Kelly*  
 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

Unofficial



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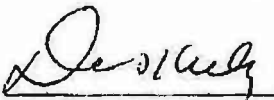
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STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

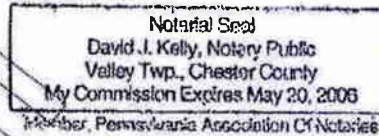
On this 28 day of Dec, 2004, before me, the undersigned officer, personally appeared Ralph T. Garris, Jr. and Lisa Myers who acknowledged themselves to be the Chairman and Secretary of **SADSBURY TOWNSHIP**, and that they, as such officers, being authorized to do so on behalf of the Township, executed 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.



Notary Public

My Commission Expires:



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The address of the above named Grantee is:

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

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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

May 26, 2004

**EXHIBIT A  
DESCRIPTION  
OF SANITARY SEWER EASEMENT  
THROUGH  
LANDS N/L OF SADBURYVILLE VOLUNTEER FIRE COMPANY  
SADBURY 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 Sadsburyville Volunteer Fire Company for the Township of Sadsbury," prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc. Broomall, Pa. dated May 26, 2004 and being more specifically described as follows to wit:

**BEGINNING** at a point along the Easterly side of First Avenue (33' Wide) said point being a corner of the lands N/L Sadsburyville Volunteer Fire Company and Lands N/L Grant & Linda Amway; thence extending from said point and place of beginning along Lands N/L of Grant and Linda Amway, Lands N/L of John Shade and Lands N/L of Louis Cabassa S  $88^{\circ}28'50''$ E a distance of 231.00' to a point; thence extending from said point along Lands N/L of Aim Development Corporation S  $00^{\circ}06'10''$ W a distance of 20.01' feet to a point; thence extending from said point through Lands N/L of Sadsburyville Volunteer Fire Company N  $88^{\circ}28'50''$ W a distance of 231.00' to a point on the Easterly side of First Avenue; thence extending along the Easterly side of First Avenue N  $00^{\circ}06'20''$ E a distance of 20.01' to the first mentioned point and place of beginning.

Containing: 4,620 S.F. of land more or less.



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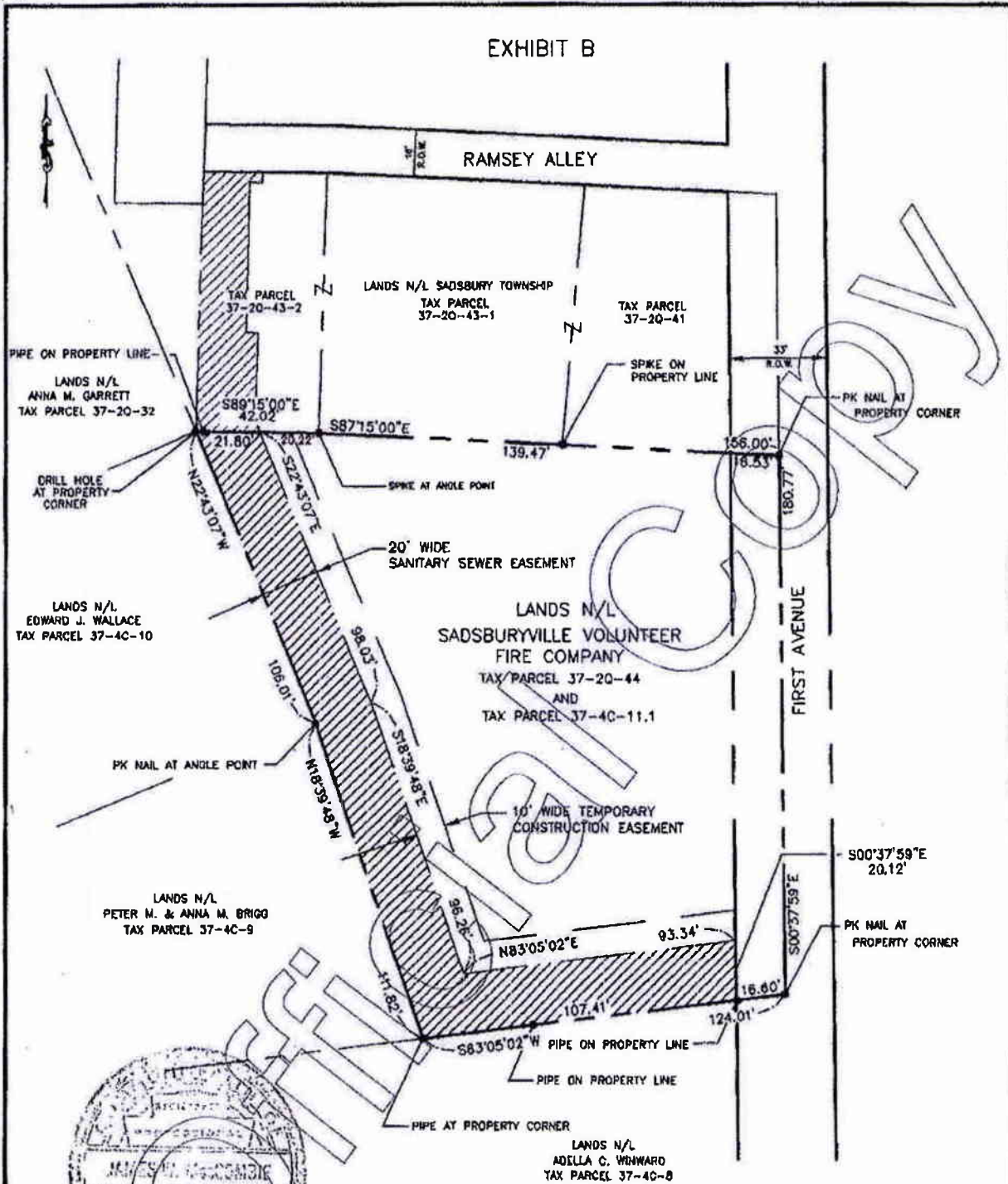
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EXHIBIT B



AREA OF EASEMENT = 6,129 S.F.  
= 0.1407 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 2,783 S.F.  
= 0.0639 Ac.



REVISION	DATE
<b>PLAN OF SANITARY SEWER EASEMENT</b> THROUGH LANDS OF <b>SADSBURYVILLE VOLUNTEER FIRE COMPANY</b> FOR <b>THE TOWNSHIP OF SADSBURY</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 50'	MAY 26, 2004
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

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 Plate 3 of 3  
 B-6383 P-1618  
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RETURN TO:  
Lamb McErlane PC  
24 East Market Street, Box 585  
West Chester, PA 19381-0565

RETURN TO

UPI NO. 37-2Q-13 ✓



**RIGHT-OF-WAY AGREEMENT**

**JOHN H. LYMBERIS  
(Grantor)**

**TOWNSHIP OF SADBURY  
(Grantee)**

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This Document Recorded  
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03:12PM  
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Doc Id: 10858247  
Receipt #: 409259  
Rec Fee: 31.50



LAMB MCERLANE

07/02/2008 03:12P

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Page 1 of 1  
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