

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 1st day of July, 2008, between John H. Lymberis (hereinafter called Grantor) and the **TOWNSHIP OF SADSBUURY** 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 4110, Page 1560.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its 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

07/02/2008 03:12P

10858247  
Page 2 of 3  
B-7470 P-1358

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, its and their use, as specified herein, forever.
6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land and areas of ingress and egress with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be, and in all other cases with ground and/or topsoil, which shall be seeded with grass seed.
7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted unto said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.
8. The provisions of the Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.
9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be repaired or restored as set forth in paragraph 6 hereof.



LAMB MICERLANE

01/02/2008 03:12P


10858247

Page 3 of 8

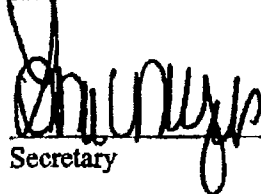
B-7470 P-1358

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

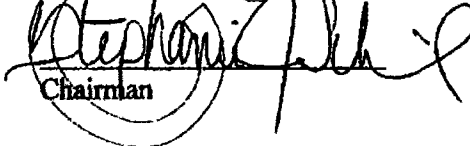
GRANTOR:

  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Chairman

Unofficial

  
10858247  
Page 4 of 8  
B-7470 P-1358  
07/07/2008 03:12P  
AMB MCERLANE

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 2nd day of June, 2008, before me, the undersigned officer,  
personally appeared John H. Lymbenis 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.

Cheryl A. Baranzano  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Cheryl A. Baranzano, Notary Public  
West Nantmoel Twp., Chester County  
My Commission Expires Sept. 26, 2009

Member, Pennsylvania Association of Notaries



LAMB N CERLANE

07/02/2008 03:12P

10858247

Page 5 of 8

B-7470 P-1358

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

ON THIS 1<sup>ST</sup> day of July, 20 08, before me, the undersigned officer personally appeared Stephanie J. Silvernail 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.

Tracy Keller  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tracy Keller, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Dec. 4, 2008  
Member, Pennsylvania Association of Notaries



10858247  
Page 2 of 3  
B-7470 P-1358

610-358-9550  
FAX 610-358-5032

## 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

April 15, 2008

**EXHIBIT 'A'**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L JOHN H. LYMBERIS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

ALL THAT CERTAIN Fifteen (15') feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of John H. Lymberis for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated April 15, 2008 and being more specifically described as follows to wit:

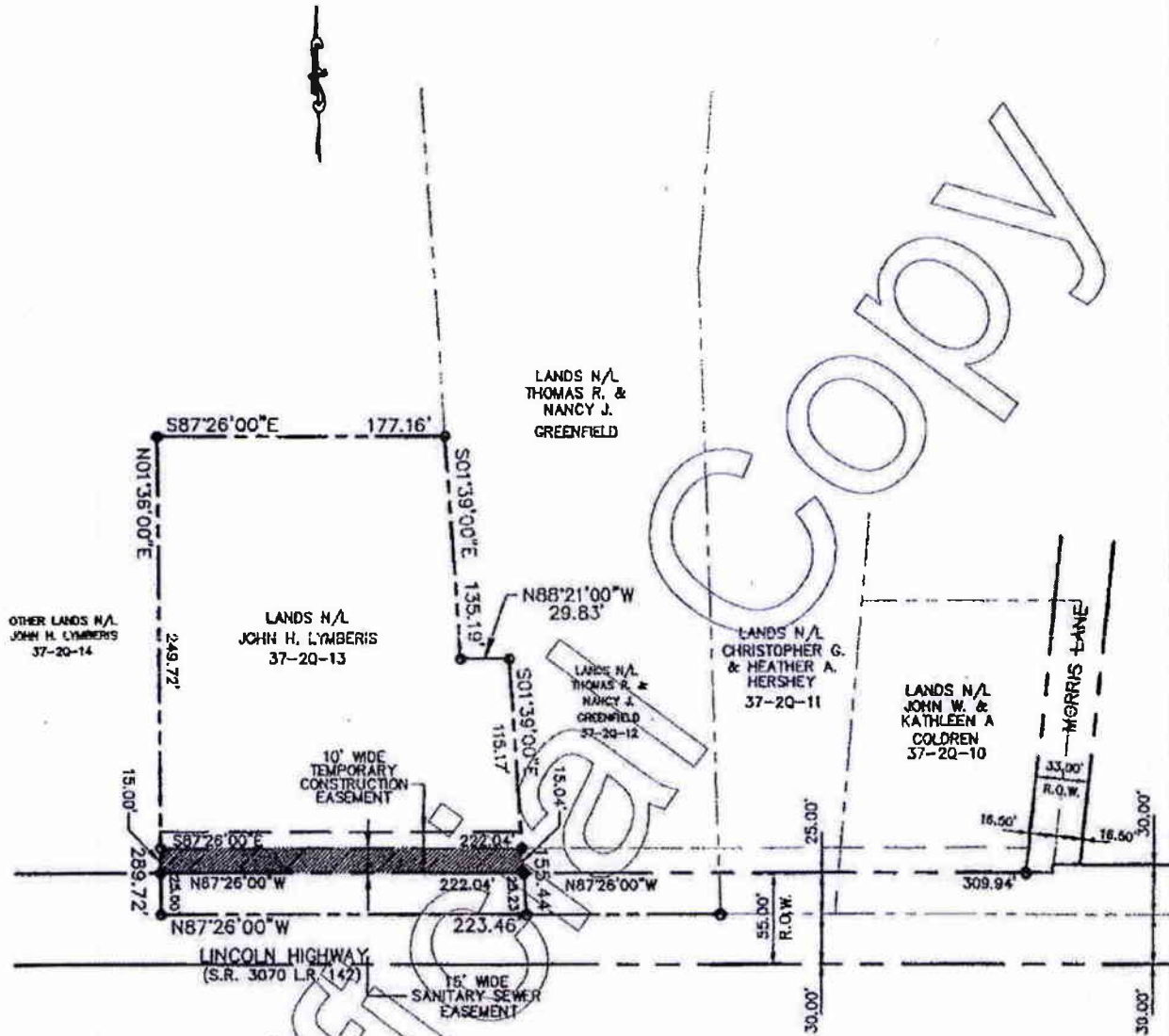
**BEGINNING** at point on the Northerly side of Lincoln Highway (S.R. 3070, L.R. 142) being fifty-five (55') feet wide said point being measured the following course and distance from a point on the Westerly side of the Right of Way of Morris Lane being thirty-three (33') feet wide at its intersection with the Northerly side of Lincoln Highway (S.R. 3070, L.R. 142) North  $87^{\circ}26'00''$  West a distance of 309.94'; thence leaving said point and place of beginning along the Northerly side of Lincoln Highway, North  $87^{\circ}26'00''$  West a distance of 222.04' to a point on the line dividing Lands N/L of John H. Lymberis and Other Lands of John H. Lymberis; thence leaving said point on the line dividing Lands N/L of John H. Lymberis and Other Lands of John H. Lymberis North  $01^{\circ}33'00''$  East a distance of 15.00'; thence leaving said point through Lands N/L of Lymberis South  $87^{\circ}26'00''$  East a distance of 121.57' to a point on the line dividing Lands N/L of John H. Lymberis and Thomas R. and Nancy J. Greenfield; thence along said line dividing Lands N/L of John H. Lymberis and Thomas R. and Nancy J. Greenfield South  $01^{\circ}39'00''$  East a distance of 15.04' to the point and place of beginning.

Containing 3,304 S.F. of Land More or Less



10858247  
Page 7 of 8  
B-7470 P-1358

EXHIBIT 'B'



AREA OF EASEMENT = 3,324 S.F.  
= 0.0763 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 2,209 S.F.  
= 0.0507 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF JOHN H. LYMBERIS</b>	
FOR <b>SADSBURY TOWNSHIP</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	APRIL 15, 2008
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



10858247  
Page: 5 of 8  
B-7470 P-1358



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

UPI NO. 37-2Q-12 ✓

*MB*

**RIGHT-OF-WAY AGREEMENT**

**THOMAS R. AND NANCY J. GREENFIELD**  
(Grantor)

**TOWNSHIP OF SADBURY**  
(Grantee)

*8/3  
MSA  
41.00*

Unofficial Copy

This Document Recorded  
06/12/2008  
02:18PM  
Doc Code: MSA-Chester County, Recorder of Deeds Office

Doc Id: 10852513  
Receipt #: 405769  
Rec Fee: 41.50



LAMB MCERLANE PC

06/12/2008 02:18P

**10852513**  
Page: 1 of 8  
**B-7455 P-580**

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 10 day of June, 2008, between Thomas R. and Nancy J. Greenfield (hereinafter called Grantor) and the TOWNSHIP OF SADSURY 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 5238, Page 2041.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;



10852513  
Page 2 of 8  
B-7455 P-589

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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.



LAMR MCERLANE PC

09/12/2008 02:16P

10852513

Page: 3 of 8

B-7455 P-589

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

GRANTOR:

*Thomas G. Gifford*  
*Nancy J. Greenfield*

ATTEST:

*John Mays*  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

*Stephen F. ...*  
Chairman

Unofficial



10852513  
Page 4 of 8  
B-7455 P-589

06/12/2008 02:18P

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 9 day of June, 2008 before me, the undersigned officer,  
personally appeared Thomas R. Crawford and Nancy S. Greenfield 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.

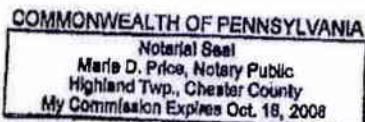
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

*Marie D. Price*

My Commission Expires: 10-18-08



LAMB MCERLANE PC

06/12/2008 07:10P

10852513

Page: 5 of 8

B-7455 P-589

STATE OF PENNSYLVANIA:

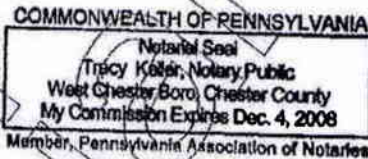
COUNTY OF CHESTER:

On this 10<sup>TH</sup> day of June, 2008, before me, the undersigned officer,  
personally appeared Stephanne J. Silvemail 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.

Tracy Keller  
Notary Public

My Commission Expires:



LAMB MCERLANE PC

08/12/2008 02:18P

10852513

Page 6 of 8

B-7455 P-589

810-368-9550  
FAX 810-368-5032

**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

April 15, 2008

**EXHIBIT 'A'**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L THOMAS R. & NANCY J. GREENFIELD**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

**ALL THAT CERTAIN** fifteen (15') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Thomas R. & Nancy J. Greenfield for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated April 15, 2008 and being more specifically described as follows to wit:

**BEGINNING** at point on the Northerly side of Lincoln Highway (S.R. 3070, L.R. 142) being fifty-five (55') feet wide said point being measured the following course and distance from a point on the Westerly side of the Right of Way of Morris Lane being thirty-three (33') feet wide at its intersection with the Northerly side of Lincoln Highway (S.R. 3070, L.R. 142) North  $88^{\circ}21'00''$  West a distance of 188.77'; thence leaving said point and place of beginning along the Northerly side of Lincoln Highway, North  $88^{\circ}21'00''$  West a distance of 121.05' to a point on the line dividing Lands N/L of Thomas R. and Nancy J. Greenfield and John H. Lymberis; thence leaving said point on the line dividing Lands N/L of Thomas R. and Nancy J. Greenfield and John H. Lymberis North  $02^{\circ}34'00''$  West a distance of 15.04'; thence leaving said point through Lands N/L of Greenfield South  $88^{\circ}21'00''$  East a distance of 121.57' to a point on the line dividing Lands N/L of Thomas R. and Nancy J. Greenfield and Christopher G. and Heather A. Hershey; thence along said line dividing Lands N/L of Thomas R. and Nancy J. Greenfield and Christopher G. and Heather A. Hershey South  $00^{\circ}35'00''$  East a distance of 15.01' to the point and place of beginning.

Containing: 1,820 S.F. of Land More or Less

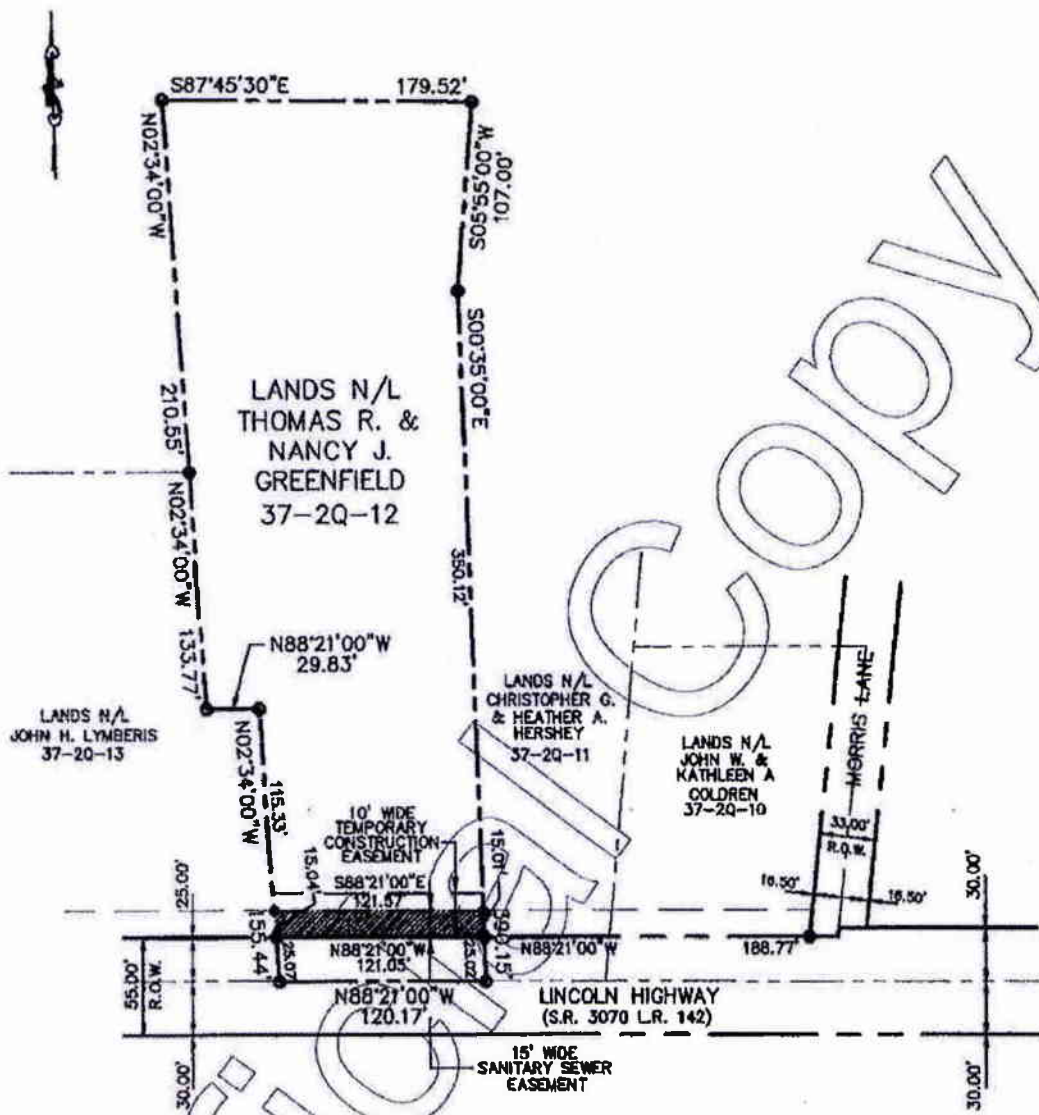


LAMB MCERLANE PC

08/12/2008 02:18P

10852513  
Page 7 of 8  
B-7455 P-589

EXHIBIT 'B'



AREA OF EASEMENT = 1,820 S.F.  
= 0.0418 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,218 S.F.  
= 0.0280Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF THOMAS R. &amp; NANCY J. GREENFIELD</b>	
FOR <b>SADSBURY TOWNSHIP</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	APRIL 15, 2008
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



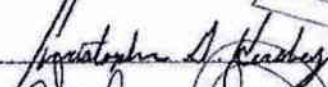

10852513  
Page 8 of 8  
B-7455 P-589

LAMB MCERLANE PC


06/17/2008 02:18P

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

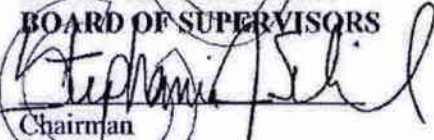
GRANTOR:

ATTEST:

  
Secretary

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman

Unofficial



LANE MCEPLANE PC

0E/17/2008 01:38P

10853680  
Page 4 of 8  
B-7458 P-1497

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
5. To have and to hold the said perpetual right-of-way and easement unto Grantee, and heirs, executors, administrators, successors and assigns of the Grantee to and for his, her, its and their use, as specified herein, forever.
6. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easement, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land and areas of ingress and egress with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be, and in all other cases with ground and/or topsoil, which shall be seeded with grass seed.
7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted unto said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.
8. The provisions of the Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.
9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be repaired or restored as set forth in paragraph 6 hereof.



LAMB MICERLANE PC

08/17/2008 01:38:27

10853680  
Page 3 of 8  
B-7458 P-1497

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 10 day of June, 2008, between Christopher G. & Heather A. Hershey (hereinafter called Grantor) and the **TOWNSHIP OF SADSBUY** 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 4499, Page 1179.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;



10853680  
Page 3 of 8  
8-7458 P-1497



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

UPI NO. 37-2Q-11 P/O ✓

**RIGHT-OF-WAY AGREEMENT**

**CHRISTOPHER G. & HEATHER A. HERSHEY**  
(Grantor)

**TOWNSHIP OF SADS BURY**  
(Grantee)

Unofficial Copy

This Document Recorded  
06/17/2009  
01:38PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10853680  
Receipt #: 408477  
Rec Fee: 41.50



LAMB MCERLANE PC

06/17/2009 01:38P

10853680  
Page 1 of 3  
B-7458 P-1497

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 10<sup>th</sup> day of June, 2008, before me, the undersigned officer, personally appeared Antonia Kender and John Deery 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:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
David J. Kelly, Notary Public  
Valley Twp., Chester County  
My Commission Expires May 20, 2010  
Member, Pennsylvania Association of Notaries

Unofficial Copy



10853680  
Page 5 of 8  
B-7458 P-1497

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

ON THIS 10<sup>TH</sup> day of June, 20 08, before me, the undersigned officer personally appeared Stephanie J. Silvernail 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.

Tracy Keller  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tracy Keller, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Dec. 4, 2008  
Member, Pennsylvania Association of Notaries



10853680  
Page 8 of 8  
B-7458 P-1497

06/17/2008 01:38P

610-358-9550  
FAX 610-358-5032

**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

April 15, 2008

**EXHIBIT 'A'**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L CHRISTOPHER G. & HEATHER A. HERSHEY**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

**ALL THAT CERTAIN** fifteen (15') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Christopher G. & Heather A. Hershey for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated April 15, 2008 and being more specifically described as follows to wit:

**BEGINNING** at point on the Northerly side of Lincoln Highway (S.R. 3070, L.R. 142) being fifty-five (55') feet wide said point being measured the following course and distance from a point on the Westerly side of the Right of Way of Morris Lane being thirty-three (33') feet wide at its intersection with the Northerly side of Lincoln Highway (S.R. 3070, L.R. 142) North  $87^{\circ}26'00''$  West a distance of 115.41'; thence leaving said point and place of beginning along the Northerly side of Lincoln Highway, North  $87^{\circ}26'00''$  West a distance of 73.36' to a point on the line dividing Lands N/L of Christopher G. and Heather A. Hershey and Thomas R. and Nancy J. Greenfield; thence leaving said point on the line dividing Lands N/L of Christopher G. and Heather A. Hershey and Thomas R. and Nancy J. Greenfield North  $00^{\circ}14'30''$  East a distance of 15.01'; thence leaving said point through Lands N/L of Hershey South  $87^{\circ}26'00''$  East a distance of 75.20' to a point on the line dividing Lands N/L of Christopher G. and Heather A. Hershey and John W. and Kathleen A. Coldren; thence along said line dividing Lands N/L of Christopher G. and Heather A. Hershey and John W. and Kathleen A. Coldren South  $07^{\circ}15'00''$  West a distance of 15.05' to the point and place of beginning.

Containing: 1,114 S.F. of Land More or Less



10853680  
Page 7 of 8  
B-7458 P-1497

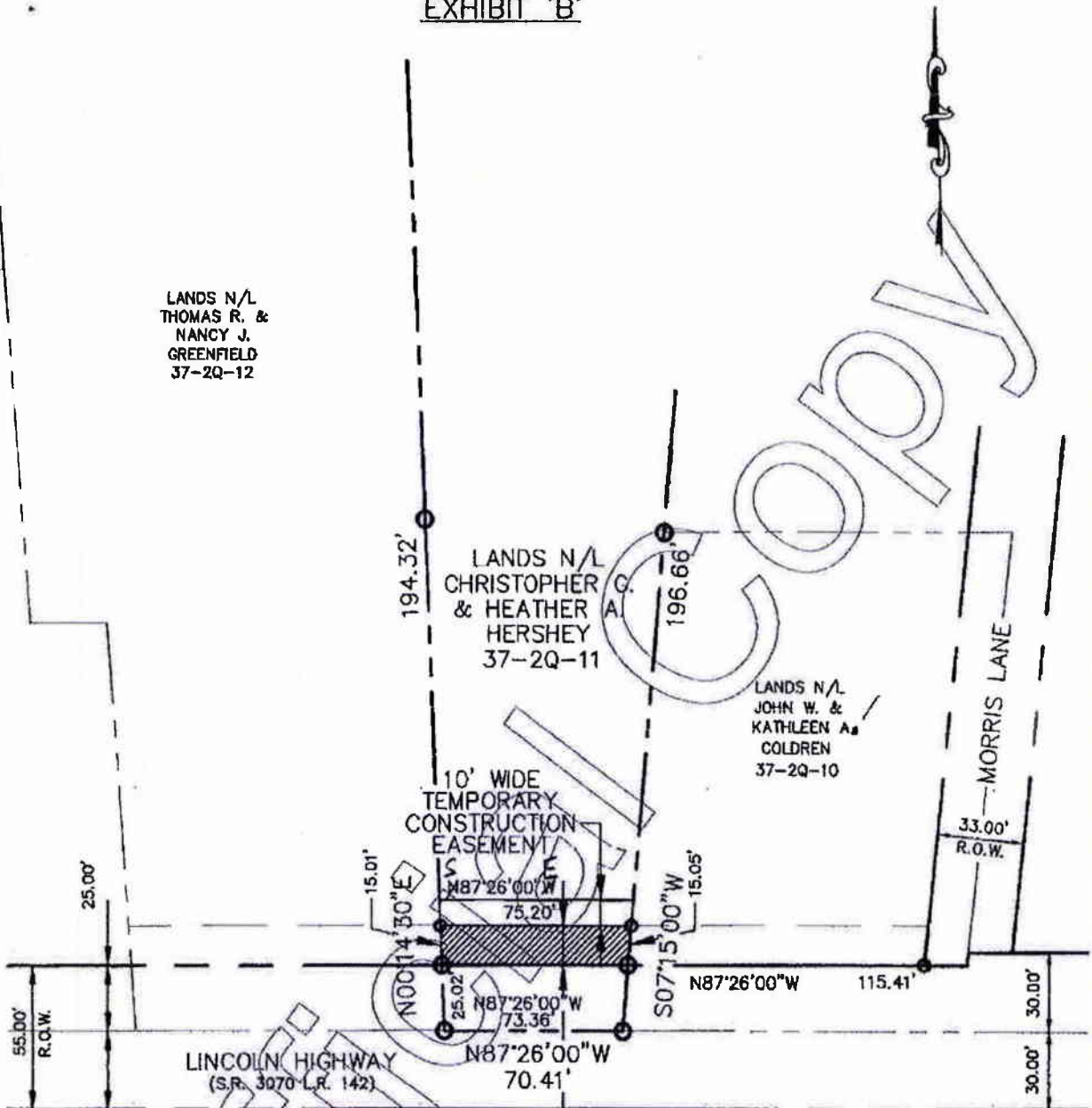
08/17/2008 01:38P

EXHIBIT 'B'

LANDS N/L  
THOMAS R. &  
NANCY J.  
GREENFIELD  
37-2Q-12

LANDS N/L  
CHRISTOPHER  
& HEATHER  
HERSHEY  
37-2Q-11

LANDS N/L  
JOHN W. &  
KATHLEEN A.  
GOLDREN  
37-2Q-10



AREA OF EASEMENT = 1,114 S.F.  
= 0.0256 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 758 S.F.  
= 0.0174 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF CHRISTOPHER G. &amp; HEATHER A. HERSHEY FOR SADBURY TOWNSHIP</b>	
SADBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 60'	APR 15, 2008
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



10853680  
Page 3 of 8  
B-7458 P-1497

LAMB MCEPLANE PC

06/17/2008 01:39P



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

UPI NO. 37-2Q-10

**RIGHT-OF-WAY AGREEMENT**

**JOHN W. AND KATHLEEN A. COLDREN**  
(Grantor)

**TOWNSHIP OF SADBURY**  
(Grantee)

8/3  
MJC  
31.50

Unofficial Copy

This Document Recorded  
06/05/2008  
11:44 AM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10850442  
Receipt #: 404267  
Rec Fee: 31.50



10850442  
Page 1 of 8  
B-7449 P-2009

LAMB MCERLANE

06/05/2008 11:44A

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 29 day of May, 2008, between John W. and Kathleen A. Coldren (hereinafter called Grantor) and the TOWNSHIP OF SADS BURY 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 6613, Page 0723.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its 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 sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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

06/08/2008 11:44A

10850442

Page 3 of 4

B-7449 P-2009

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

GRANTOR:

John W. Colson  
Kathleen A. Colson

ATTEST:

[Signature]  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

[Signature]  
Chairman

Unofficial



LAMB MCERLANE

08/05/2008 11.44A

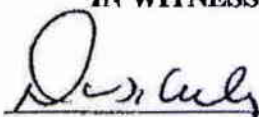
10850442  
Page 4 of 8  
8-7449 P-2009

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 29 day of May, 2008, before me, the undersigned officer,  
personally appeared John COLDREN and Kathleen COLDREN 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:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
David J. Kelly, Notary Public  
Valley Twp., Chester County  
My Commission Expires May 20, 2010  
Member, Pennsylvania Association of Notaries



10850442  
Page 6 of 8  
B-7449 P-2009

Unofficial Copy

**STATE OF PENNSYLVANIA:**

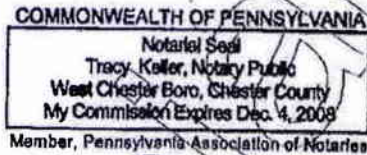
**COUNTY OF CHESTER:**

On this 29 day of May, 2008 before me, the undersigned officer,  
personally appeared Stephante J. Silvefafi 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.

Tracy Keller  
Notary Public

My Commission Expires:



LAMB MICERLANE

06/05/2008 11:44A

10850442

Page 8 of 8

B-7449 P-2009

610-368-9550  
FAX 610-368-5032

**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

April 15, 2008

**EXHIBIT 'A'**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L JOHN W. & KATHLEEN A. COLDREN**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

**ALL THAT CERTAIN** fifteen (15') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of John W. & Kathleen A. Coldren for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated April 15, 2008 and being more specifically described as follows to wit:

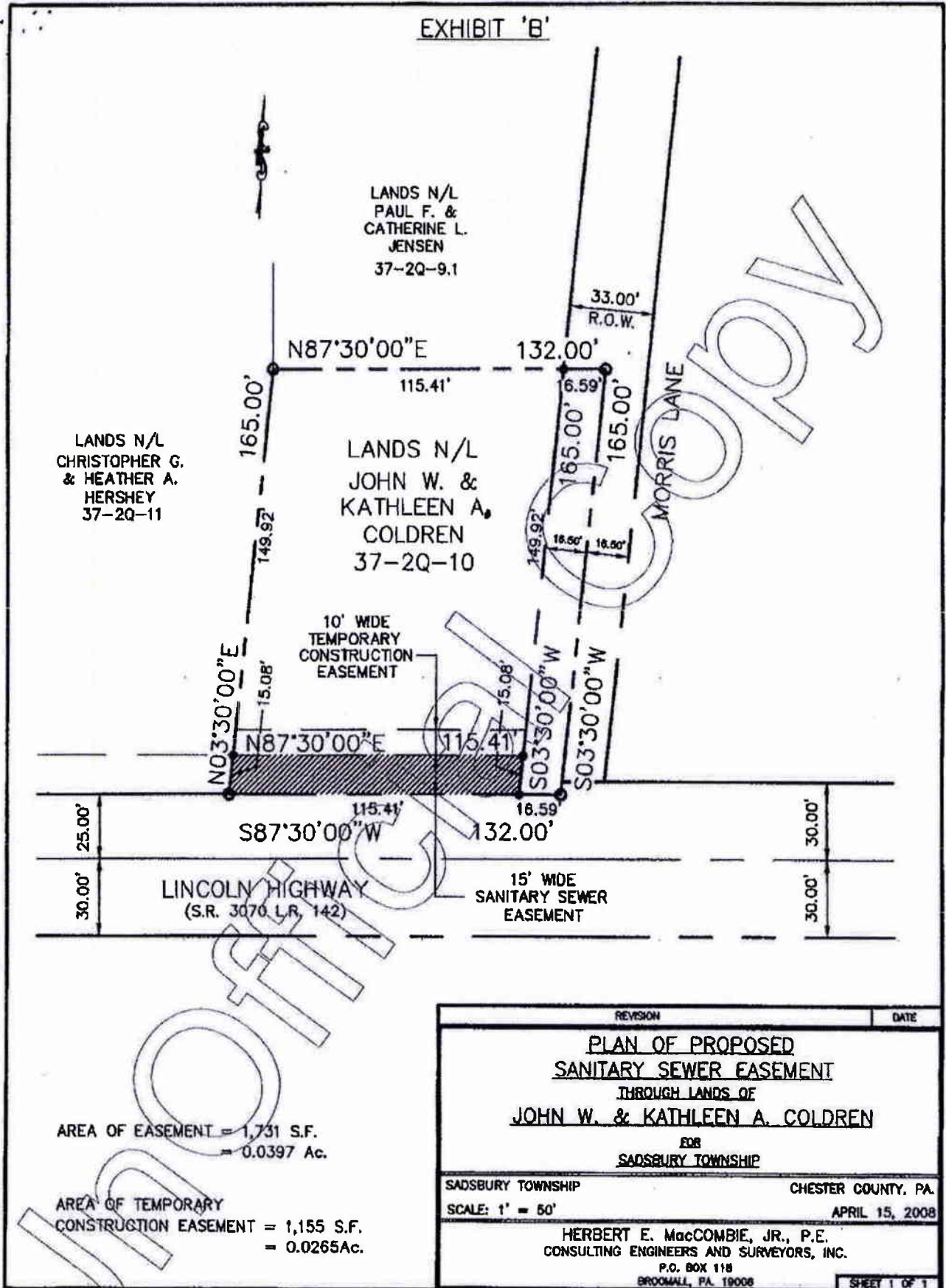
**BEGINNING** at point on the Northerly side of Lincoln Highway (S.R. 3070, L.R. 142) being fifty-five (55') feet wide at its intersection with the Westerly side of Morris Lane being thirty-three (33') feet wide; thence leaving said point and place of beginning along the Northerly side of Lincoln Highway, South  $87^{\circ}30'00''$  West a distance of 115.41' to a point on the line dividing Lands N/L of John W. and Kathleen A. Coldren and Christopher G. and Heather A. Hershey; thence leaving said point on the line dividing Lands N/L of John W. and Kathleen A. Coldren and Christopher G. and Heather A. Hershey North  $03^{\circ}30'00''$  East a distance of 15.08'; thence leaving said point through Lands N/L of Coldren North  $87^{\circ}30'00''$  East a distance of 115.41' to a point on the Westerly side of Morris Lane; thence along said side of Morris Lane South  $03^{\circ}30'00''$  West a distance of 15.08' to the point and place of beginning.

Containing: 1,731 S.F. of Land More or Less



10850442  
Page 7 of 8  
B-7449 P-2009

EXHIBIT 'B'



AREA OF EASEMENT = 1,731 S.F.  
= 0.0397 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,155 S.F.  
= 0.0265 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF JOHN W. &amp; KATHLEEN A. COLDREN FOR SADSURY TOWNSHIP</b>	
SADSURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 50'	APRIL 15, 2008
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



10850442  
Page 8 of 8  
B-7449 P-2009





**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 5<sup>th</sup> day of February, 2003, between Cosmos Development Company(hereinafter called Grantor) and SADSBURY TOWNSHIP a Municipality located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

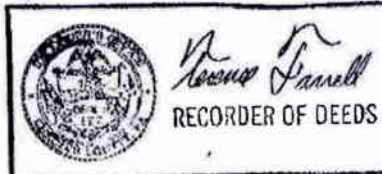
WHEREAS, the Grantor is the owner of a certain tract of land situate in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania more particularly described in a Deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 4195 Page Number 0570.

**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 #37-4-165 and #37-4-166.



- (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.

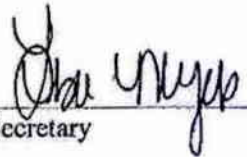


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the  
day and year first above written.


GRANTOR:

  
\_\_\_\_\_

ATTEST:

  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman

Unofficial Copy



10207020  
Page: 3 of 8  
B-5617 P-95

LAMB, WINDLE

03/20/2003 03:00P

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 5<sup>th</sup> day of February, 2003, before me, the undersigned officer,  
personally appeared John H. Lymbertis 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.

Cheryl A. Baranzano  
Notary Public

My Commission Expires:

Notarial Seal  
Cheryl A. Baranzano, Notary Public  
West Nottingham Twp., Chester County  
My Commission Expires Sept. 26, 2005  
Member, Pennsylvania Association of Notaries

Unofficial



LAMB, WINDLE

03/20/2003 03:06P

10207020

Page: 4 of 8

B-5617 P-05

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 4<sup>th</sup> day of March, 2003, before me, the undersigned officer, personally appeared Ralph T. Garris, Jr. and \_\_\_\_\_ who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Township as Chairman and Secretary.

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

*Jeanette R. Dete*  
Notary Public

My Commission Expires:

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

I hereby certify that the address of the within named Grantee is:

Sadsbury Township  
P.O. Box 261  
Sadsburyville, PA 19368

*[Signature]*  
On Behalf of said Grantee



LAMB, WINDLE

03/20/2003 09:08P

10207020  
Page 5 of 5  
B-5817 P-05

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

February 4, 2003

**DESCRIPTION  
OF  
SANITARY SEWER EASEMENT  
THROUGH  
LANDS N/L OF COSMOS DEVELOPMENT COMPANY  
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 Easement for Sadsbury Township, Quarry Ridge - Lots 133 & 134" prepared by Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., Broomall, Pa. dated January 23, 2003 and being more specifically described as follows to wit:

**BEGINNING** at a point on the Northeasterly side of a certain Sixty (60) feet Radius Right-of-way of the Cul-de-sac of Colonial Court, said point being the corner of lots 133 and 134 of lands now or late of Cosmos Development Company; thence extending along the said Right-of-way, on the arc of a circle, curving to the left in a Northwesterly direction having a radius of sixty (60) feet, through the bed of an existing twenty (20) feet wide water easement, the arc distance of 10.05 feet (Chord Bearing N 47°28'25"W; 10.03') to a point; thence extending from said point and leaving the Northeasterly side of the said Right-of-way through the said lands of Cosmos Development Company, lot 133, along the Northwesterly side of the twenty-five (25) feet wide Sanitary Sewer Easement, N 47°15'53"E a distance of 126.72 feet to a point on The Easterly line of lot 133; thence extending along the said line of lot 133 and through the bed of the said existing twenty (20) feet wide water easement, S 25°28'16"E a distance of 10.47 feet to a point, on the line between lots 133 and 134; thence leaving said point on the Easterly line of lot 134 and through the bed of the said twenty (20) feet wide water easement, S 25°28'16"E, a distance of 14.87 feet to a point on the Easterly line of lot 134; thence extending along the arc of a circle, curving to the right in a Southeasterly direction having a radius of four hundred forty (440) feet, the arc distance of 0.84 feet (Chord Bearing S 25°25'00"E; 0.84') to a point; thence extending from said point and leaving the said line of lot 134 through lot 134 along the Southeasterly side of the twenty-five (25) feet wide Sanitary Sewer Easement, S 47°15'53"W, a distance of 120.02 feet to a point on the said Right-of-way of the Cul-de-sac of Colonial Court; thence extending along said Right-of-way,



LAMB, WINCLE

03/20/2003 03:08P

10207020

Page: 8 of 9

B-5617 P-95

on the arc of a circle, curving to the left in a Northwesterly direction having a radius of sixty (60) feet, crossing the bed of the said twenty (20') feet wide water easement, the arc distance of 15.16 feet (Chord N 35°31'21"W; 15.12') to a point on the Right-of-way of the Cul-de-sac of Colonial Court being the first mentioned point and place of beginning.

Containing: 3,062 S.F. of land more or less.

Unofficial Copy

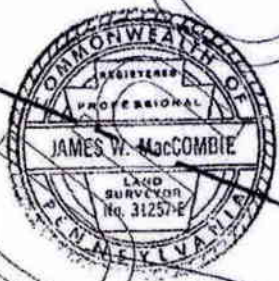
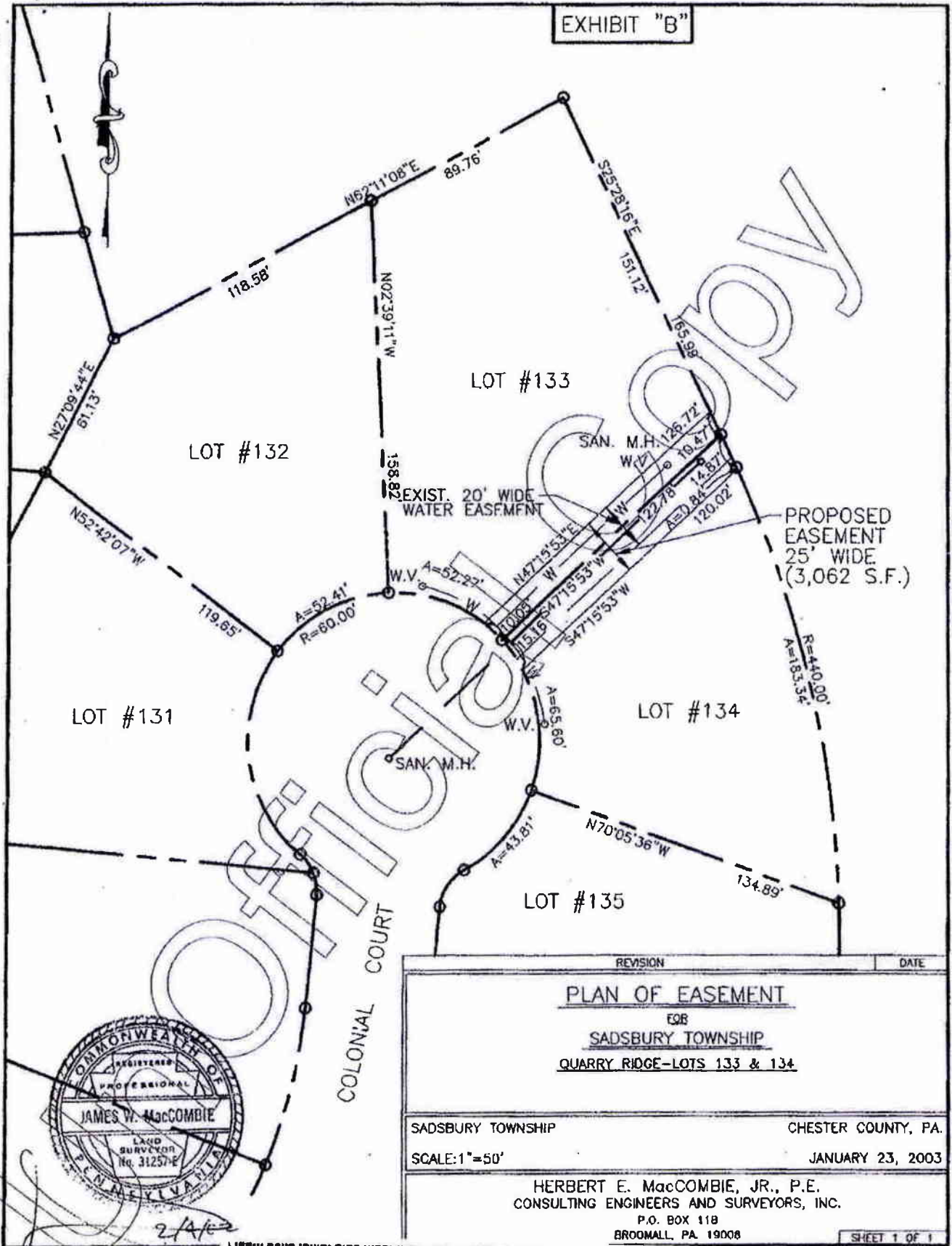


LAMB, WINDLE

03/20/2023 03:08P

10207020  
Page 7 of 8  
B-5817 P-95

EXHIBIT "B"



REVISION	DATE
<b>PLAN OF EASEMENT</b> FOR <b>SADSBURY TOWNSHIP</b> <b>QUARRY RIDGE—LOTS 133 &amp; 134</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1"=50'	JANUARY 23, 2003
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY
State Tax Paid
Book Number 5617
Page Number 95
Date Recorded 3/20/2003

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 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

Date of Acceptance of Document: 3/4/03
Grantor(s)/Lessor(s): Cosmos Development
Grantee(s)/Lessee(s): Sadsbury Township
Street Address: P.O. Box 656
City: Sadsburyville State: PA Zip Code: 19369

C PROPERTY LOCATION

Street Address: Quarry Ridge - Lots 133 & 134
City, Township, Borough: Sadsbury Township
County: Chester School District: Coatesville Tax Parcel Number: 37-4-185; 37-4-166

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: 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
Transfer to Industrial Development Agency
Transfer to a trust
Transfer between principal and agent
Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation
Transfer from mortgagor to a holder of a mortgage in default
Corrective or confirmatory deed
Statutory corporate consolidation, merger or division
Other

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: [Signature] Date: 3/19/03





RETURN TO:

Lamb McErlane PC  
24 East Market Street, Box 565  
West Chester, PA 19381-0565



UPI NO. 37-4G-35

**RIGHT-OF-WAY AGREEMENT**

**RAYMOND BERKEY JR. AND CAMILLA A. BERKEY**  
(Grantor)

**TOWNSHIP OF SADBURY**  
(Grantee)

Unofficial Copy

This Document Recorded  
06/05/2008  
10:29AM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10865987  
Receipt #: 414608  
Rec Fee: 31.50



LAMB MCERLANE

06/05/2008 10:29A

10865987  
Page 1 of 3  
B-7492 P-2198

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 24 day of July, 2008, between Raymond, Jr. and Camilla A. Berkey (hereinafter called Grantor) and the TOWNSHIP OF SADSBUURY 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 P0064, Page 0252.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;



10865987

Page 2 of 8

B-7492 P-2198

LAMB McERLANE

08/15/2008 10:28A

- (b.) To the permanent occupation and use of such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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

981642008 10 29A

10865987

F-308 3 of 8

B-7492 P-2198

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

GRANTOR:

Raymond Beckwith  
Camille A. Beckwith

ATTEST:

[Signature]  
Secretary

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

[Signature]  
Chairman

Unofficial



10865987  
Page 4 of 5  
B-7492 P-2198

LAMB McERLANE

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 23 day of July, 2008, before me, the undersigned officer, personally appeared Raymond Berkley and Carulla Berkley 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:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
David J. Kelly, Notary Public  
Valley Twp., Chester County  
My Commission Expires May 20, 2010  
Member, Pennsylvania Association of Notaries



10865987  
Page 5 of 8  
B-7492 P-2198

Commonwealth  
STATE OF PENNSYLVANIA:

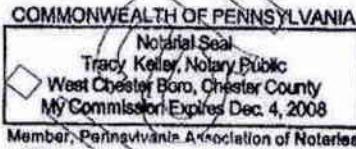
COUNTY OF CHESTER:

On this 24<sup>TH</sup> day of July, 20 08, before me, the undersigned officer,  
personally appeared Stephanie Silvermail 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 Municipality as  
Chairman and Secretary.

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

Tracy Kelley  
Notary Public

My Commission Expires:



10865987  
Page 3 of 5  
B-7492 P-2198

610-368-0550  
FAX 610-368-6032

# 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

June 20, 2008

## EXHIBIT "A" DESCRIPTION OF SANITARY SEWER EASEMENT THROUGH LANDS N/L RAYMOND, JR. AND CAMILLA A. BERKEY SADSBURY TOWNSHIP, CHESTER COUNTY, PA

ALL THAT CERTAIN Sanitary Sewer Easement SITUATE in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Raymond, Jr. and Camilla A. Berkey for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated June 20, 2008 and being more specifically described as follows to wit:

**BEGINNING** at a point on the Easterly Line dividing Lands N/L of Raymond, Jr., and Camilla A. Berkey and Lands N/L of Mary A. Rice, Brian L. and Rose E. Kinney said point being measured the following three courses and distances from a point on the Southerly side of the Right of Way of North Street being thirty-three (33') feet wide at its intersection with the Westerly side of Chestnut Street, (1) North  $72^{\circ}49'30''$  West a distance of 16.80'; (2) North  $86^{\circ}30'53''$  West a distance of 93.24'; (3) South  $10^{\circ}58'00''$  East a distance of 99.27'; thence leaving said point and place of beginning along said line, South  $10^{\circ}58'00''$  East a distance of 14.50' to a point on the line dividing Lands N/L of Berkey and the National Passenger Railroad Corporation; thence leaving said point along said line North  $84^{\circ}43'00''$  West a distance of 50.88' to a point on said line; thence leaving said point through Lands N/L of Berkey North  $78^{\circ}56'42''$  East a distance of 48.79' to the point and place of beginning.

Containing: 355 S.F. of Land More or Less



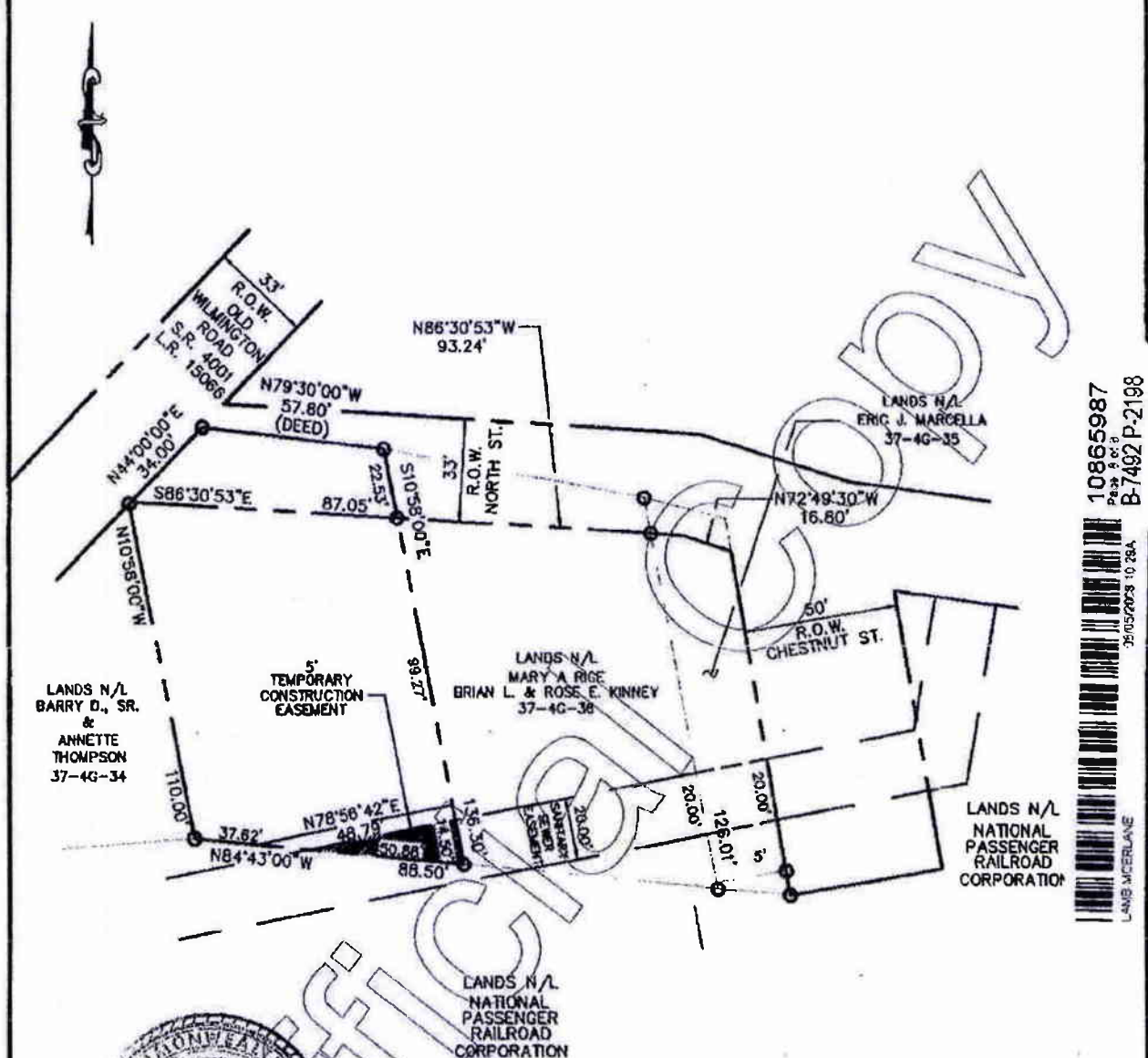
10865987  
Page 7 of 8  
B-7492 P-2198

= 0.0082 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 290 S.F.  
= 0.0067Ac.

SADSBURY TOWNSHIP	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 50'	JUNE 20, 2008
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

EXHIBIT "B"



LANDS N/L  
BARRY D., SR.  
&  
ANNETTE  
THOMPSON  
37-4G-34

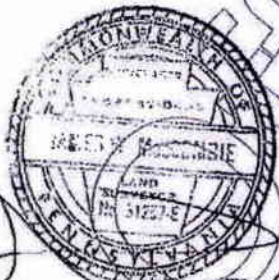
5'  
TEMPORARY  
CONSTRUCTION  
EASEMENT

LANDS N/L  
MARY A. RICE  
&  
BRIAN L. & ROSE E. KINNEY  
37-4G-38

LANDS N/L  
ERIC J. MARCELLA  
37-4G-35

LANDS N/L  
NATIONAL  
PASSENGER  
RAILROAD  
CORPORATION

LANDS N/L  
NATIONAL  
PASSENGER  
RAILROAD  
CORPORATION



AREA OF EASEMENT = 355 S.F.  
= 0.0082 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 290 S.F.  
= 0.0067Ac.

10865987  
Page 6 of 8  
B-7492 P-2198



REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF RAYMOND, JR. &amp; CAMILLA A. BERKEY FOR SADSBURY TOWNSHIP</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 50'	JUNE 20, 2008
<b>HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC.</b> P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



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

UPI NO. 37-4G-38 ✓

**RIGHT-OF-WAY AGREEMENT**

**HARMUN DEVELOPMENT, INC.**  
(Grantor)

**TOWNSHIP OF SADBURY**  
(Grantee)

8/2

This Document Recorded  
09/23/2008  
02:48PM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10875741  
Receipt #: 421135  
Rec Fee: 36.50



10875741  
Page 1 of 8  
B-7519 P-1625

LAMB MCERLANE

09/23/2008 02:48P

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 19 day of September, 2008, between Harmun Development Inc. (hereinafter called Grantor) and the **TOWNSHIP OF SADSBUURY** 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 7472, Page 2705.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its accessories and appurtenances, are defined and limited as follows:
  - (a.) For the permanent occupation and use of such area underground as shall be required of the laying, installation, construction, joinder, anchorage and support of sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;



10875741  
Page 2 of 8  
B-7519 P-1625

- (b.) To the permanent occupation and use of such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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 MCERLANC

08/23/2008 02:46P

10875741

Page: 3 of 8

B-7519 P-1625

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

GRANTOR:

B. Harper  
Brock Harper, President  
Harmon Development Inc.

ATTEST:

[Signature]  
Secretary

GRANTEE:  
SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

[Signature]  
Chairman

Unofficial



LAMB MCERLANE

09/23/2008 02:48P

10875741  
Page: 4 of 6  
B-7519 P-1625

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 15 day of August, 2008, before me, the undersigned officer,  
personally appeared Brock Harper, President, Harman Development Inc.  
~~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:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Vincent J. Tallero, Notary Public  
Uwohan Twp., Chester County  
My Commission Expires Oct. 24, 2010  
Member, Pennsylvania Association of Notaries



10875741  
Page: 6 of 8  
B-7519 P-1625

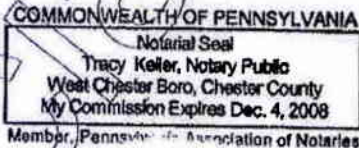
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

ON THIS, the 19<sup>th</sup> day of September 2008, before me, the undersigned officer, personally appeared Stephanie Sivernail 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 Municipality as Chairman and Secretary.

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

Tracy Keller  
Notary Public

My Commission Expires:



10875741  
Page 6 of 8  
B-7519 P-1625

610-358-9550  
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

August 6, 2008

**EXHIBIT 'A'**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L HARMUN DEVELOPMENT**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

ALL THAT CERTAIN twenty (20') feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Harmun Development for Sadsbury Township," prepared by Herbert E. MacCombie, Jr., P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated June 20, 2008 and being more specifically described as follows to wit:

**BEGINNING** at a point on the Easterly Line dividing Lands N/L of Harmun Development and Lands N/L Eric J. Marcella, said point being measured the following three courses and distances from a point on the Southerly side of the Right of Way of North Street being thirty-three (33') feet wide at its intersection with the Westerly side of Chestnut Street, (1) North 72°49'30" West a distance of 16.80'; (2) North 86°30'53" West a distance of 10.56'; (3) South 10°58'00" East a distance of 78.51' thence leaving said point and place of beginning along said line, South 10°58'00" East a distance of 20.00' to a point; thence leaving said point through Lands N/L of Harmun Development South 78°56'42" West a distance of 61.29' to a point on the line dividing Lands N/L of Harmun Development and the National Passenger Railroad Corporation; thence leaving said point along said line North 84°43'00" West a distance of 19.56' to a point on the line dividing Lands N/L of Harmun Development and Lands N/L of Raymond Jr. and Camilla Berkey; thence leaving said point along the line dividing Lands N/L of Harmun Development and Lands N/L of Berkey North 10°58'00" West a distance of 14.50' to a point on said line; thence leaving said point through Lands N/L of Harmun Development North 78°56'42" East a distance of 80.07' to the point and place of beginning.

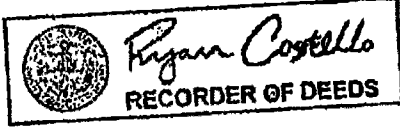
Containing: 1,550 S.F. of Land More or Less



10875741  
Page 7 of 8  
B-7519 P-1625



8/2



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

UPI NO. 37-4G-37 ✓

**RIGHT-OF-WAY AGREEMENT**

**ERIC J. MARCELLA**  
(Grantor)

**TOWNSHIP OF SADBURY**  
(Grantee)

Unofficial Copy

This Document Recorded  
10/03/2008  
12:38PM

Rec Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 1087764  
Receipt #: 422503  
Rec Fee: 46.50



LAMB MCERLANE PA

10/03/2008 12:38P

**1087764**  
Page 1 of 2  
**B-7525 P-763**

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 29<sup>th</sup> day of September, 2008, between Eric J. Marcella (hereinafter called Grantor) and the **TOWNSHIP OF SADSBUY** 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 6732, Page 601.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;

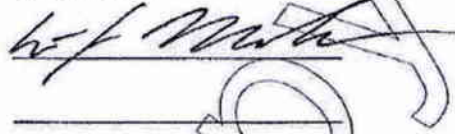


- (b.) To the permanent occupation and use of such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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.

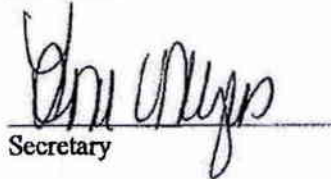


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

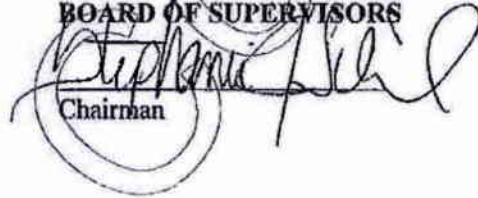
GRANTOR:

  
\_\_\_\_\_

ATTEST:

  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman

Unofficial



LANB MCERLANE PA

10/03/2008 12:58P

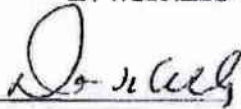
10877764  
Page 4 of 8  
B-7525 P-763

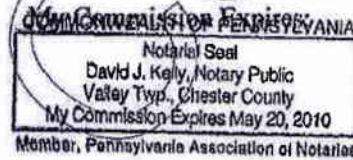
STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 29 day of Sept, 2008, before me, the undersigned officer,  
personally appeared Eric Marcels 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



Unofficial



10877764  
Page: 5 of 6  
B-7525 P-763

STATE OF PENNSYLVANIA:

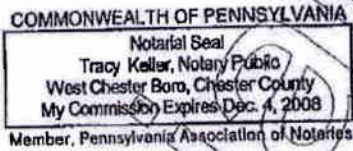
COUNTY OF CHESTER:

On this 29<sup>TH</sup> day of September, 2008, before me, the undersigned officer, personally appeared Stephanie Silvernail 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 Municipality as Chairman and Secretary.

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

Tracy Keller  
Notary Public

My Commission Expires:



10877764  
Page 6 of 8  
B-7525 P-763

810-356-9650  
FAX 610-356-5032

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

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

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

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

June 20, 2008

**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L ERIC J. MARCELLA**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

ALL THAT CERTAIN twenty (20') feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Eric J. Marcella for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated June 20, 2008 and being more specifically described as follows to wit:

**BEGINNING** at point on the Westerly side of Chestnut Street being fifty (50') feet wide said point being measured the following course and distance from a point on the Southerly side of the Right of Way of North Street being thirty-three (33') feet wide at its intersection with the Westerly side of Chestnut Street, South  $10^{\circ}00'00''$  East a distance of 67.92'; thence leaving said point and place of beginning along the Westerly side of Chestnut Street, South  $10^{\circ}00'00''$  East a distance of 20.00' to a point; thence leaving said point on a line through Lands N/L of Eric J. Marcella South  $78^{\circ}56'42''$  West a distance of 23.89' to a point on the line dividing Lands N/L of Marcella and Lands N/L of Mary A. Rice, Brian L. and Rose E. Kinney; thence leaving said point along the line dividing Lands N/L of Marcella and Lands N/L of Mary A. Rice, Brian L. and Rose E. Kinney North  $10^{\circ}58'00''$  West a distance of 20.00' to a point on said line; thence leaving said point on a line through Lands N/L of Eric J. Marcella North  $78^{\circ}56'42''$  West a distance of 23.89' to the point and place of beginning.

Containing: 474 S.F. of Land More or Less

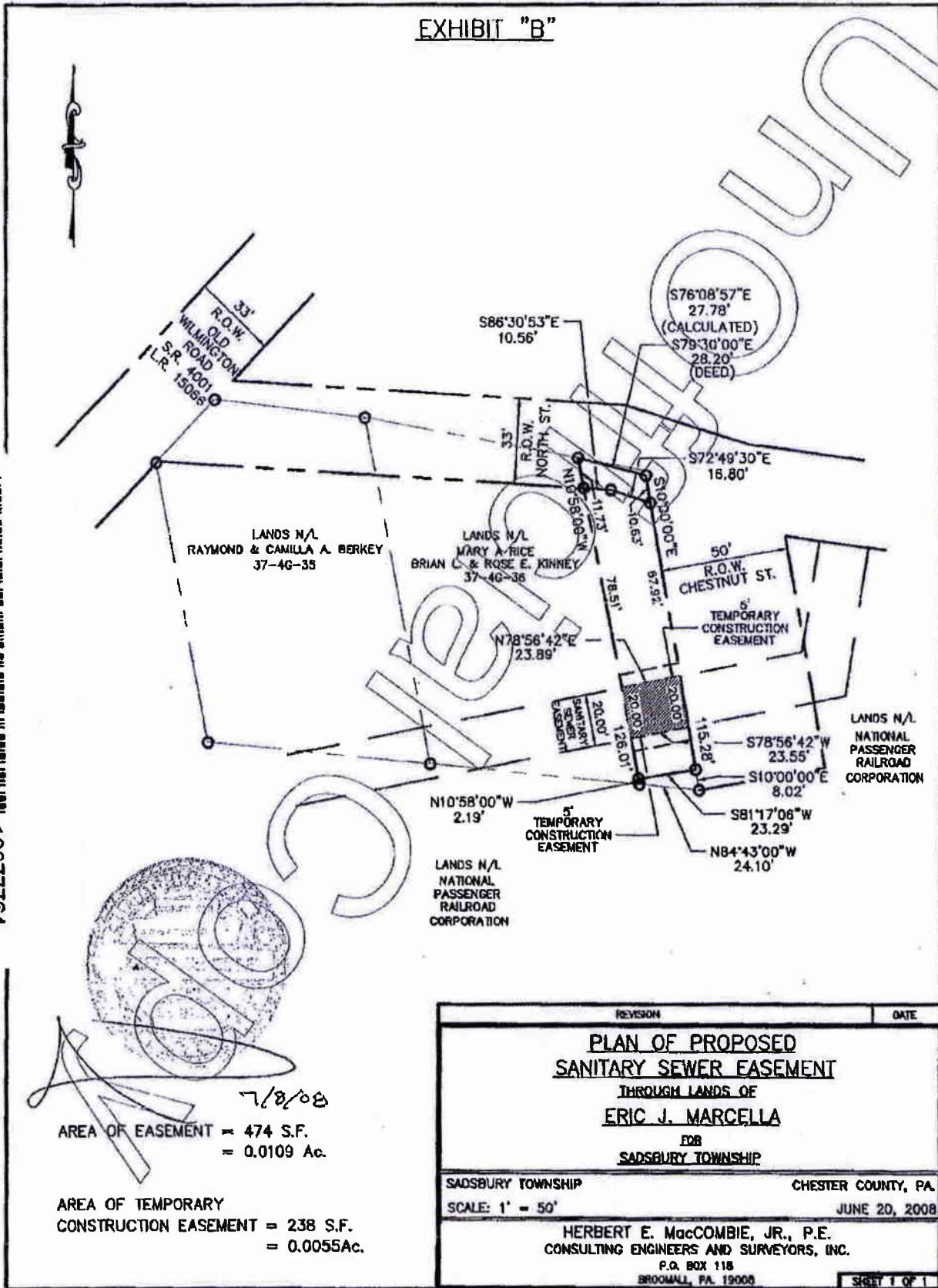


LANS MCELANE PA

10/03/2008 12:38P

10877764  
Page 7 of 8  
B-7525 P-763

EXHIBIT "B"



10877764  
 Page 3 of 8  
 B-7525 P-763  
 12/19/2008 2:38P  
 LANG MCBELANE PA

7/8/08  
 AREA OF EASEMENT = 474 S.F.  
 = 0.0109 Ac.  
 AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 238 S.F.  
 = 0.0055Ac.

REVISION	DATE
<b>PLAN OF PROPOSED                  SANITARY SEWER EASEMENT                  THROUGH LANDS OF                  ERIC J. MARCELLA                  FOR                  SADSBUURY TOWNSHIP</b>	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 50'	JUNE 20, 2008
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

RECORDER OF DEEDS  
CHESTER COUNTY, PA

2010 APR -8 PM 2: 36

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

UPI NOS. 37-4-69

**RIGHT-OF-WAY AGREEMENT**

ANN B. MCGRAIL  
("Grantor")

TOWNSHIP OF SADBURY  
("Grantee")

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 7<sup>th</sup> day of April, 2010, between Ann B. McGrail (hereinafter called Grantor) and the TOWNSHIP OF SADSBUY 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 7044, Page 1965.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;

- (b.) To the permanent occupation and use of such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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:**

Ann B. McGrail

---

**ATTEST:**

John [Signature]  
Secretary

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

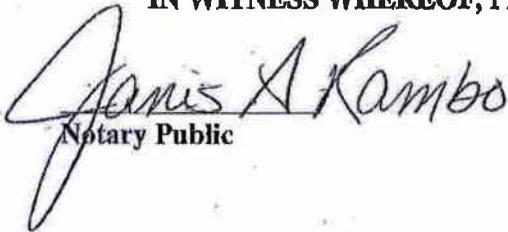
Stephanie [Signature]  
Chairman

**STATE OF PENNSYLVANIA:**

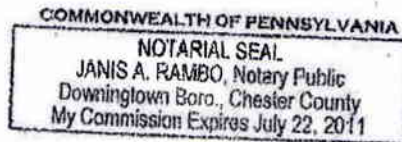
**COUNTY OF CHESTER:**

On this 7<sup>th</sup> day of APRIL, 20 10, before me, the undersigned officer,  
personally appeared ANIS B. MCGRAIL 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:

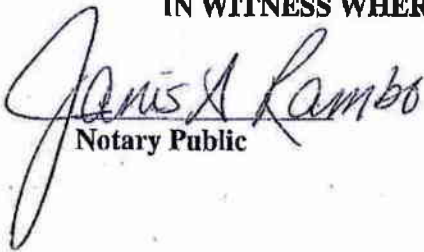


STATE OF PENNSYLVANIA:

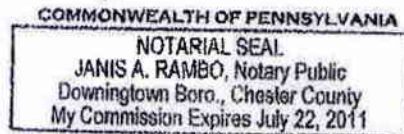
COUNTY OF CHESTER:

On this 7th day of APRIL, 2010, before me, the undersigned officer,  
personally appeared Stephen and Wm 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 Municipality as  
Chairman and Secretary.

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

  
Notary Public

My Commission Expires:



610-356-9550

FAX 610-366-5032

## **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

February 26, 2010

**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L OF ANN B. McGRAIL**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

**ALL THAT CERTAIN** Twenty-Five (25) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Ann B. McGrail for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA., dated February 26, 2010 and being more specifically described as follows to wit:

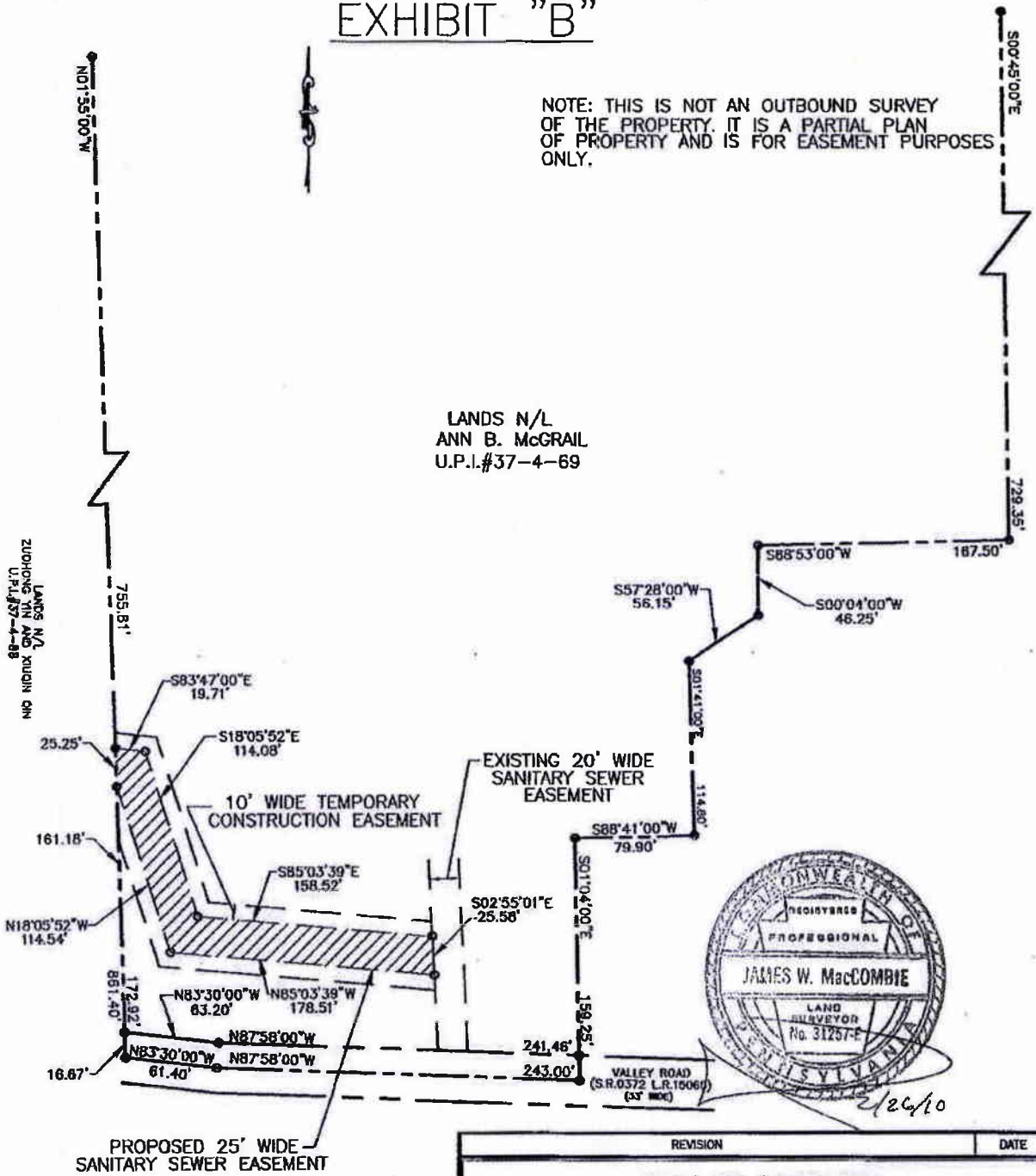
**BEGINNING** at a point on a line dividing Lands N/L of Ann B. McGrail and Lands N/L of Zuohong Yin and Xiuqin Qin said point being measured the following course and distance from a point on the Northerly Line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide at its intersection with a Westerly line dividing Lands N/L of Ann B. McGrail, (1) North 01°55'00" West a distance of 161.18', thence leaving said point and place of beginning along said line dividing Lands N/L of Ann B. McGrail and Lands N/L of Zuohong Yin and Xiuqin Qin, North 01°55'00" West a distance of 25.25' to a point on the said line dividing Lands N/L of Ann B. McGrail and Lands N/L of Zuohong Yin and Xiuqin Qin; thence leaving said point and line through Lands N/L of Ann B. McGrail the following six (6) courses and distances (1) South 83°47'00" East a distance of 19.71' to a point, thence leaving said point and continuing through Lands N/L of Ann B. McGrail, (2) South 18°05'52" East a distance of 114.08' to a point, thence leaving said point and continuing through Lands N/L of Ann B. McGrail, (3) South 85°03'39" East a distance of 158.52' to a point on the westerly line of an existing twenty (20) feet wide sanitary sewer easement; thence leaving said point along said westerly line of an existing twenty (20) feet wide sanitary sewer easement (4) South 02°55'01" East a distance of 25.58' to a point, thence leaving said westerly line of an existing twenty (20) feet wide sanitary sewer easement through Lands N/L Ann B. McGrail (5) North 85°03'39" West a distance of 178.51' to a point thence leaving said point and continuing through Lands N/L of Ann B. McGrail, (6) North 18°05'52" West a distance of 114.54' to the point and place of beginning.

Containing: 7,348 S.F. of Land More or Less

# EXHIBIT "B"

NOTE: THIS IS NOT AN OUTBOUND SURVEY OF THE PROPERTY. IT IS A PARTIAL PLAN OF PROPERTY AND IS FOR EASEMENT PURPOSES ONLY.

LANDS N/L  
ANN B. McGRAIL  
U.P.I.#37-4-69



AREA OF EASEMENT = 7,348 S.F.  
= 0.1687 Ac.

AREA OF TEMPORARY CONSTRUCTION EASEMENT = 5,720 S.F.  
= 0.1313 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF ANN B. McGRAIL FOR SADSBURY TOWNSHIP</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1' = 100'	FEBRUARY 26, 2010
<b>HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC.</b> P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

RECORDER OF DEEDS  
CHESTER COUNTY, PA

2010 APR -8 PM 2: 36

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

UPI NOS. 37-4-88

**RIGHT-OF-WAY AGREEMENT**

ZOUHONG YIN AND XIUQUIN QUIN  
("Grantor")

TOWNSHIP OF SADS BURY  
("Grantee")

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 7<sup>TH</sup> day of April, 20 10, between Zuohong Yin and Xiuqin Qin (hereinafter called Grantor) and the TOWNSHIP OF SADSBUY 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 6741, Page 1255.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its 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 sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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:

Zushong Yin  
Xingjin QIN

ATTEST:

[Signature]  
Secretary

GRANTEE:

SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

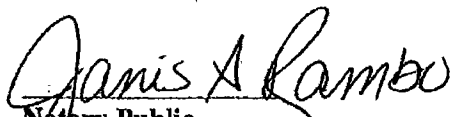
[Signature]  
Chairman

STATE OF PENNSYLVANIA:

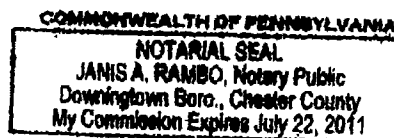
COUNTY OF CHESTER:

On this 7<sup>th</sup> day of APRIL, 2010, before me, the undersigned officer, personally appeared ZUOHONG YIN and XIUQIN QIN 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:



STATE OF PENNSYLVANIA:

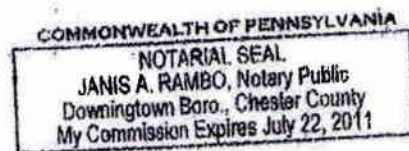
COUNTY OF CHESTER:

On this 7<sup>th</sup> day of APRIL, 20 10, before me, the undersigned officer,  
personally appeared Anthony Silman and Wm Mylen 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 Municipality as  
Chairman and Secretary.

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

*Janis A. Rambo*  
Notary Public

My Commission Expires:



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

February 26, 2010

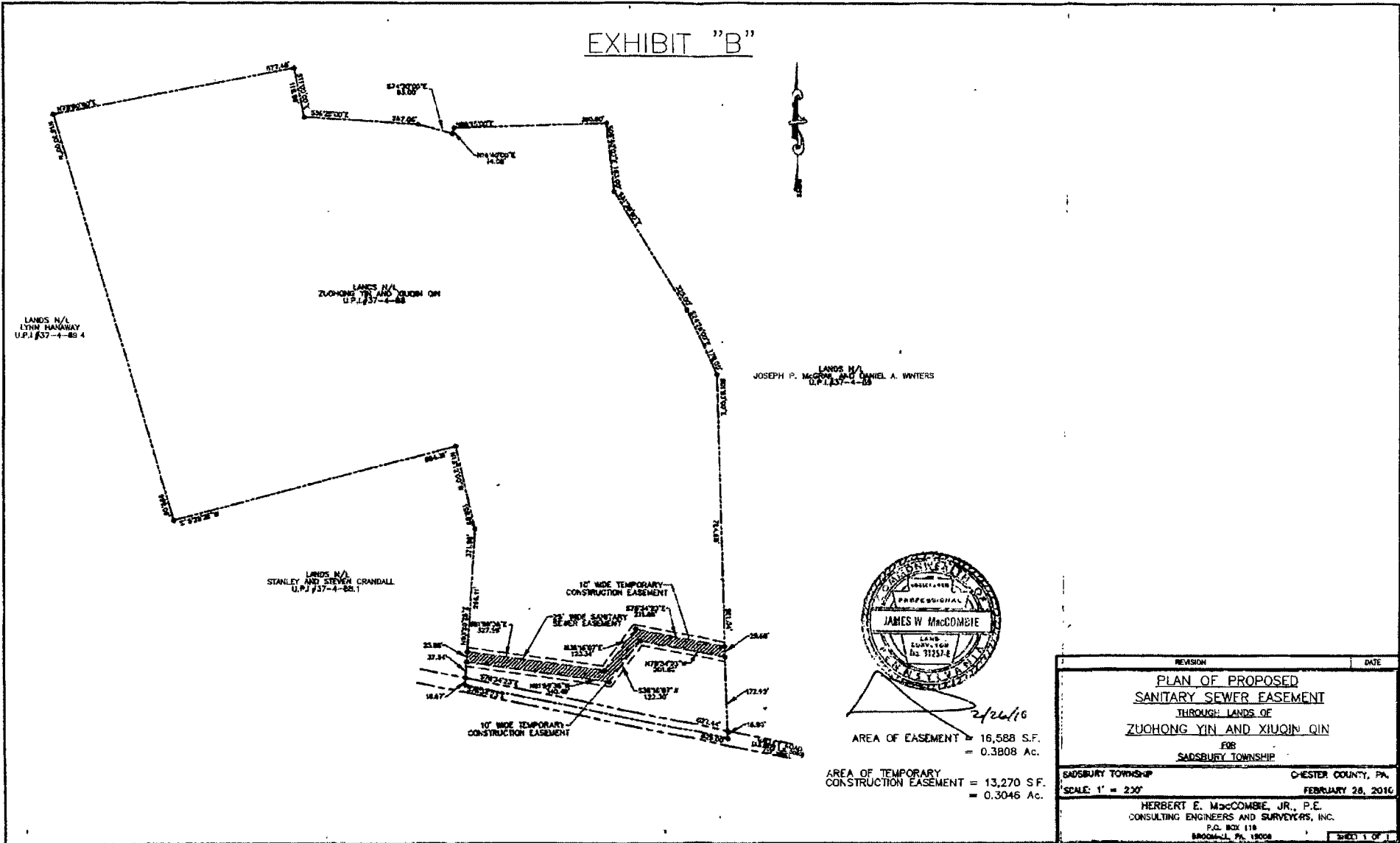
**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L ZUOHONG YIN AND XIUQIN QIN**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

ALL THAT CERTAIN Twenty-Five (25) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Zuohong Yin and Xiuqin Qin for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA., dated February 26, 2010 and being more specifically described as follows to wit:

**BEGINNING** at a point on a line dividing Lands N/L of Zuohong Yin and Xiuqin Qin and Stanley and Steven Crandall said point being measured the following course and distance from a point on the Northerly Line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide at its intersection with a Westerly line dividing Lands N/L of Zuohong Yin and Xiuqin Qin and Stanley and Steven Crandall, (1) North 03°20'25" East a distance of 37.34'; thence leaving said point and place of beginning along said line dividing Lands N/L of Zuohong Yin and Xiuqin Qin and Stanley and Steven Crandall, North 03°20'25" East a distance of 25.08' to a point on the said line dividing Lands N/L of Zuohong Yin and Xiuqin Qin and Stanley and Steven Crandall; thence leaving said point and line through Lands N/L of Zuohong Yin and Xiuqin Qin the following three (3) courses and distances (1) South 81°59'35" East a distance of 327.59' to a point; thence leaving said point continuing through Lands N/L of Zuohong Yin and Xiuqin Qin; (2) North 36°16'07" East a distance of 123.34' to a point; thence leaving said point continuing through Lands N/L of Zuohong Yin and Xiuqin Qin; (3) South 78°34'23" East a distance of 211.68' to a point on a line dividing Lands N/L of Zuohong Yin and Xiuqin Qin and Lands N/L Joseph P. McGrail and Daniel A. Winters; Thence leaving said point along the line dividing Lands N/L of Zuohong Yin and Xiuqin Qin and Lands N/L Joseph P. McGrail and Daniel A. Winters South 01°53'00" East a distance of 25.69'; Thence leaving said point through Lands N/L of Zuohong Yin and Xiuqin Qin the following three (3) courses and distances (1) North 78°34'23" West a distance of 201.62' to a point; thence leaving said point continuing through Lands N/L of Zuohong Yin and Xiuqin Qin; (2) South 36°16'07" West a distance of 122.30' to a point; thence leaving said point continuing through Lands N/L of Zuohong Yin and Xiuqin Qin; (3) North 81°59'35" West a distance of 340.49' to the point and place of beginning.

Containing: 16,588 S.F. of Land More or Less

EXHIBIT "B"



AREA OF EASEMENT = 16,588 S.F.  
= 0.3808 Ac.

AREA OF TEMPORARY CONSTRUCTION EASEMENT = 13,270 S.F.  
= 0.3046 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF ZUOHONG YIN AND XIUQIN QIN FOR SADSBUURY TOWNSHIP</b>	
SADSBUURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 200'	FEBRUARY 28, 2016
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



9/13

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

UPI NOS. P/O 37-4-88.1 ✓

**RIGHT-OF-WAY AGREEMENT**

STEVEN CRANDALL AND ROSEMARIE CRANDALL  
("Grantor")

TOWNSHIP OF SADS BURY  
("Grantee")

This Document Recorded  
08/05/2010  
03:20PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 11030419  
Receipt #: 515743  
Rec Fee: 62.00



11030419  
Page 1 of 9  
B-7967 P-352

Unofficial Copy

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 2<sup>nd</sup> day of August, 2010, between Stanley Crandall and Steven Crandall (hereinafter called Grantor) and the TOWNSHIP OF SADSBUURY 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 7239, Page 704.

WITNESSETH:

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;



11030419  
Page 2 of 9  
B-7967 P-352

- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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.



11030419  
Page 3 of 9  
8-7967 P-352

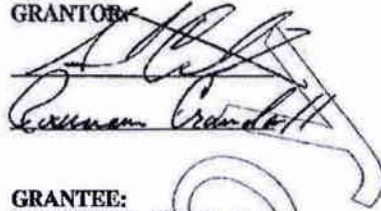
LAUREL MCKERLANE PC

08/09/2010 03:26P

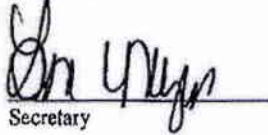
UnOFFICIAL

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

GRANTOR:

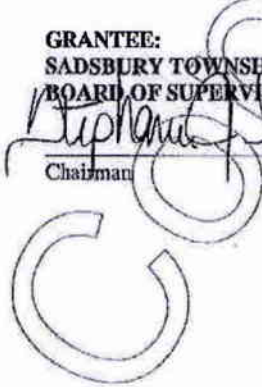
  
Eusebio Grandetti

ATTEST:

  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman



Unofficial


11030419  
Page 4 of 9  
B-7967 P-352  
08/05/2010 03:26P  
LANE MICELANE FC

STATE OF PENNSYLVANIA:

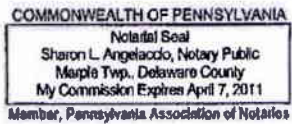
~~Delaware~~  
COUNTY OF CHESTER:

On this 2nd day of August, 2010, before me, the undersigned officer,  
personally appeared Scott and Rose Marie  
~~Conner~~ ~~Conner~~ 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:



STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 3rd day of August, 2010, before me, the undersigned officer,  
personally appeared Stephane LBA and Stromail 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 Municipality as  
Chairman and Secretary.

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

Tracy Keller  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tracy Keller, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Dec. 4, 2012  
Member, Pennsylvania Association of Notaries



11030419  
Page 2 of 9  
B-7967 P-352

810-358-9550  
FAX 610-358-5032

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

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

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

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

June 25, 2010

**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L STANLEY AND STEVEN CRANDALL**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

ALL THAT CERTAIN Twenty-Five (25) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Stanley and Steven Crandall for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated June 25, 2010 and being more specifically described as follows to wit:

**BEGINNING** at a point on the Northerly Line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide said point being a point on the Northerly Line of said Valley Road at its intersection with the Westerly line of dividing Lands N/L of Stanley and Steven Crandall and Zuohong Yin and Xiuqin Qin, thence leaving said point along said Northerly Line of Valley Road North 82°48'00" West a distance of 25.00' to a point, thence leaving said point and line through Lands N/L of Stanley and Steven Crandall the following two courses and distances (1) North 09°50'40" East a distance of 51.52' to a point; thence leaving said point continuing through Lands N/L of Crandall (2) North 79°44'03" West a distance of 181.41' to a point on a line dividing Lands N/L of Crandall and Lands N/L Brandi L. Rice; Thence leaving said point along said line North 21°05'00" West a distance of 165.07' to a point; thence leaving said point along a line dividing Lands N/L of Crandall and Lands N/L Brandi L. Rice South 75°24'40" West a distance of 137.00' to a point; thence leaving said point along a line dividing Lands N/L of Crandall and Lands N/L of Diamond Landscape North 19°35'20" West a distance of 137.50' to a point; thence leaving said point along a line dividing Lands N/L of Crandall and Lands N/L of Diamond Landscape North 83°12'30" West a distance of 172.50' to a point on the line dividing Lands N/L of Crandall, Lands N/L of Diamond Landscape and Lands N/L of Ralph T. and Betty J. Garris; thence leaving said point along the line of the Easterly Terminus of Second Avenue being thirty (30') feet wide North 19°35'20" West a distance of 27.92' to a point; thence leaving said point and line through Lands N/L of Stanley and Steven Crandall the following five courses and distances (1) South 83°12'30" East a distance of 200.41' to a point; (2) thence leaving said point South 19°35'20" East a distance of 130.11' to a point; (3) thence leaving said point North 75°24'40" East a distance of 136.41' to a point; (4) thence leaving said point South



11030419  
Page 7 of 9  
B-7967 P-352

LAND INCORPORATE, P.C.

08/05/2010 03:260

21°05'00" East a distance of 136.80' to a point; (5) thence leaving said point South 79°44'03"  
East a distance of 192.44' to a point on the line dividing Lands N/L of Crandall and Lands N/L  
of Zuohong Yin and Xiuqin Qin; thence leaving said point along said line dividing Lands N/L of  
Crandall and Lands N/L of Zuohong Yin and Xiuqin Qin South 09°50'40" West a distance of  
75.93' to the point and place of beginning.

Containing: 21,015 S.F. of Land More or Less

Unofficial Copy



LAMB MCKERLAGE PC

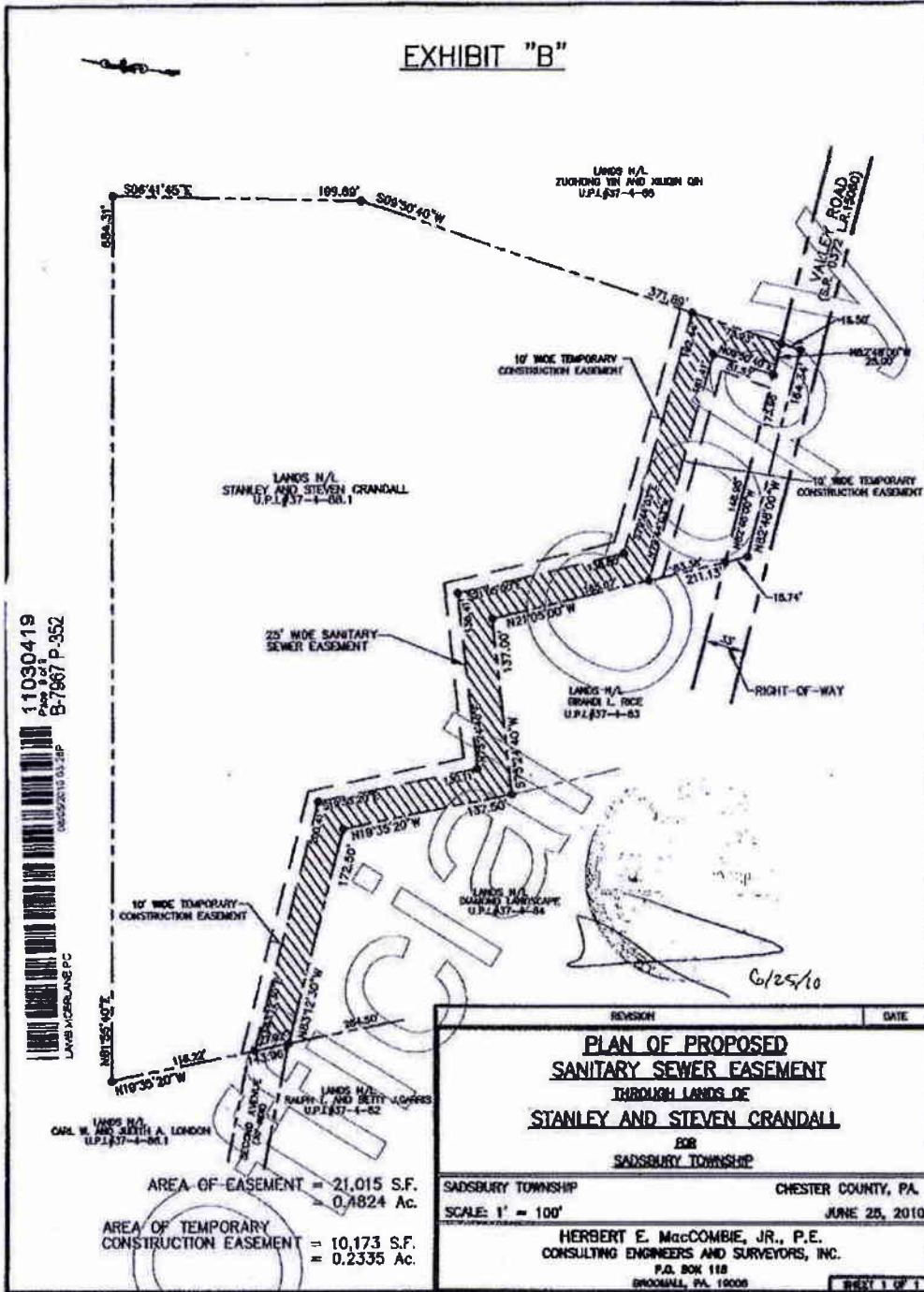
00852010 03'28"

11030419

Page 3 of 9

B-7987 P-352

EXHIBIT "B"





RECORDER OF DEEDS  
CHESTER COUNTY, PA

2010 MAR 24 PM 2: 57

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

UPI NOS. 37-4-82

**RIGHT-OF-WAY AGREEMENT**

RALPH T. GARRIS, JR. AND BETTY J. GARRIS  
("Grantor")

TOWNSHIP OF SADSBUY  
("Grantee")

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 14 day of March, 20 10, between Ralph T. and Betty J. Garris (hereinafter called Grantor) and the **TOWNSHIP OF SADSBUURY** 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 C41, Page 772.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its 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 sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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. In addition, if in the installation of said Sanitary Sewer line that the existing septic system tank or sewage disposal system is damaged as a result, the damaged system shall be repaired to useable condition or in the event that the system can not be repaired the facility shall be directly connected to the newly constructed Sanitary Sewer in order to maintain sanitary sewer service to the effected facility at the Grantee's cost and expense.
  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:**

Ralph T. Harris Jr.  
Betty J. Harris

**ATTEST:**

[Signature]  
Secretary

**GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS**

[Signature]  
Chairman

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

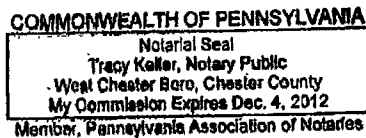
On this 14 day of March, 2010, before me, the undersigned officer,  
personally appeared Ralph T. Garnis Jr. and Betty J. Garnis known to me (or satisfactorily proven) to

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.

Tracy Keller  
Notary Public

My Commission Expires:



**STATE OF PENNSYLVANIA:**

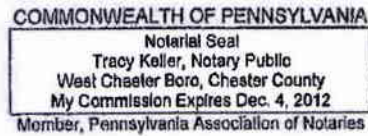
**COUNTY OF CHESTER:**

On this 14 day of March, 2010, before me, the undersigned officer, personally appeared Alphane Silman and her myn 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 Municipality as Chairman and Secretary.

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

Tracy Keller  
Notary Public

My Commission Expires:



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 17, 2009

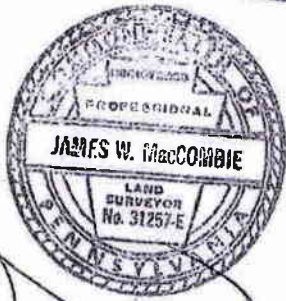
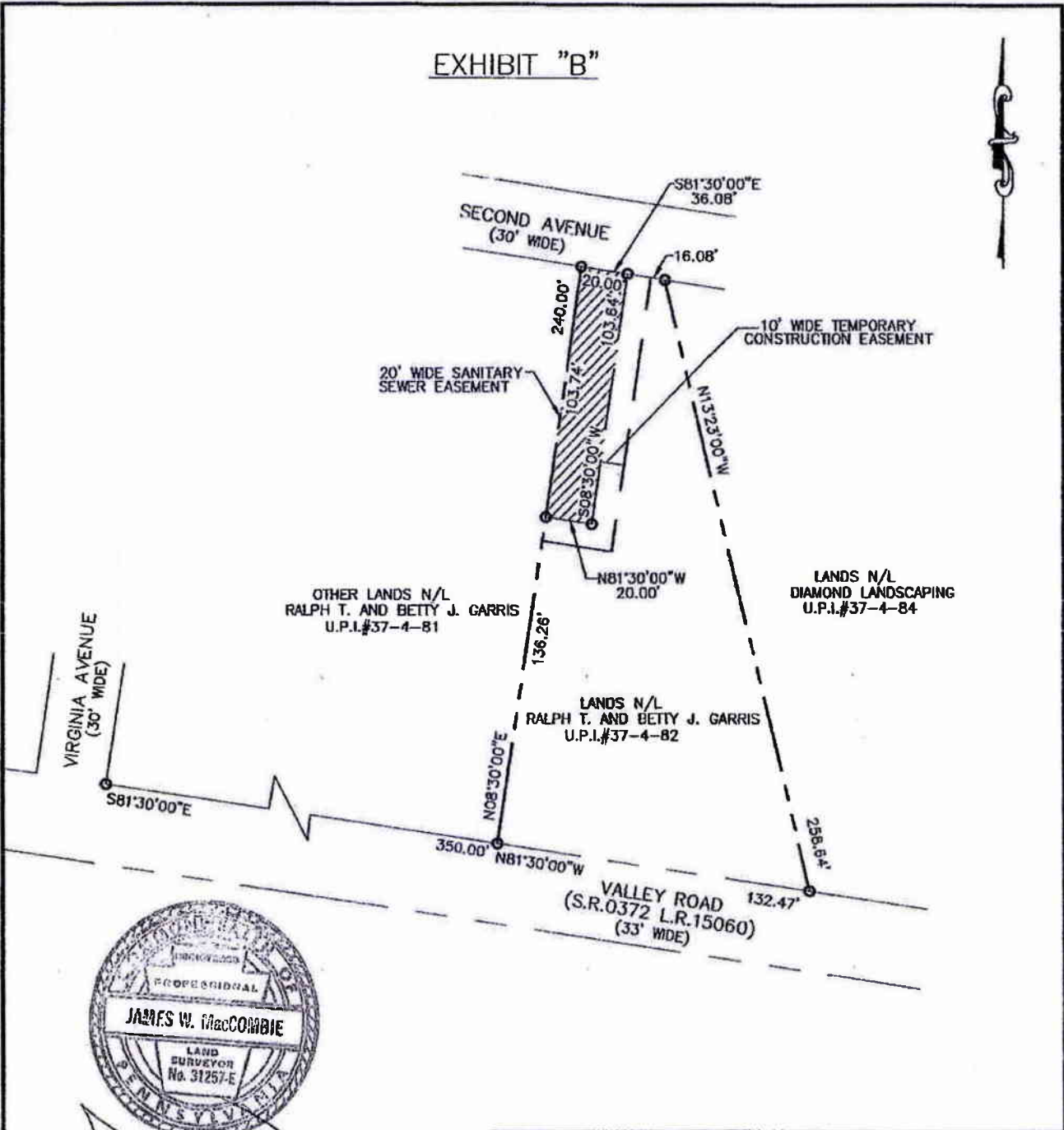
**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L RALPH T. AND BETTY J. GARRIS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

**ALL THAT CERTAIN** Twenty (20) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Ralph T. and Betty J. Garris for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated December 17, 2009 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris ( UPI 37-4-81) said point being measured the following two courses and distances from the intersection of the Northerly line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide with the Easterly line Virginia Avenue being thirty (30) feet wide (1) South 81°30'00" East a distance of 350.00' to point on the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris ( UPI 37-4-81) at its intersection with the Northerly line of Valley Road, (2) thence North 08°30'00" East a distance of 136.26' along said line: thence leaving said point and place of beginning along the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris ( UPI 37-4-81), North 08°30'00" East a distance of 103.74' to a point on the Southerly Line of Second Avenue being thirty (30) feet wide; thence leaving said point along the Southerly line of Second Avenue South 81°30'00" East a distance of 20.00' to a point on said Southerly line of Second Avenue; thence leaving said point through Lands N/L of Ralph T. and Betty J. Garris the following two courses and distances (1) South 08°30'00" West a distance of 103.64' to a point; (2) thence North 81°30'00" West a distance of 20.00' to the point and place of beginning.

Containing: 2,074 S.F. of Land More or Less

EXHIBIT "B"



3/22/10

AREA OF EASEMENT = 2,074 S.F.  
= 0.0477 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,336 S.F.  
= 0.0307 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF RALPH T. AND BETTY J. GARRIS</b>	
FOR <b>SADSBURY TOWNSHIP</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 60'	DECEMBER 17, 2009
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

RECORDER OF DEEDS  
CHESTER COUNTY, PA

2010 MAR 24 PM 2:57

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

UPI NOS. 37-4-81

**RIGHT-OF-WAY AGREEMENT**

RALPH T. GARRIS, JR. AND BETTY JANE GARRIS  
("Grantor")

TOWNSHIP OF SADSBUYRY  
("Grantee")

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 14 day of March, 20 10, between Ralph T. and Betty J. Garris (hereinafter called Grantor) and the TOWNSHIP OF SADSBUY 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 G35, Page 90.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;

- (b.) To the permanent occupation and use of such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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. In addition, if in the installation of said Sanitary Sewer line that the existing septic system tank or sewage disposal system is damaged as a result, the damaged system shall be repaired to useable condition or in the event that the system can not be repaired the facility shall be directly connected to the newly constructed Sanitary Sewer in order to maintain sanitary sewer service to the effected facility at the Grantee's cost and expense.
  7. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted unto said Grantee. Except for fence lines, Grantor and the heirs, executors, administrators, successors and assigns of any Grantor, shall not construct or permit to be constructed any building, structure or obstruction on or over said right-of-way surface or that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, and shall not change the grade over said pipeline. And the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that, except for such fence lines, no structure shall be constructed or permitted on said right-of-way strip.
  8. The provisions of the Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or interest as a result of any transfer, whether voluntary or involuntary.

9. Grantor hereby grants unto Grantee, its agents, employees, contractors, prospective contractors, successors and assigns, the right to enter upon said right-of-way surface in order to make studies, surveys, tests, borings, and soundings; provided, however, that in the event of any damage, the same shall be repaired or restored as set forth in paragraph 6 hereof.
10. The Grantee agrees to install two lateral stubs for the separate connection of the existing dwelling and automotive garage. Both connections are to be metered separately.

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

**GRANTOR:**

Ralph T. Gama  
Betty J. Gama

**ATTEST:**

John Unkr  
Secretary

**GRANTEE:**

**SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS**

Stephanie Pellet  
Chairman

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

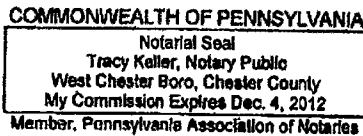
On this 14 day of March, 2010, before me, the undersigned officer,  
personally appeared Ralph T. Gamm, Jr. and Betty J. Gamm's known to me (or satisfactorily proven) to

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.

Tracy Keller  
Notary Public

My Commission Expires:



STATE OF PENNSYLVANIA:

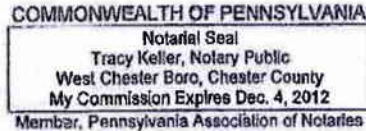
COUNTY OF CHESTER:

On this 14 day of March, 2010, before me, the undersigned officer,  
personally appeared Stephen Silman and Lee Meyer who acknowledged themselves to be the  
Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being  
authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes  
therein contained desiring the same to be recorded, by signing the name of the Municipality as  
Chairman and Secretary.

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

Tracy Keller  
Notary Public

My Commission Expires:



610-358-9550

FAX 610-366-5032

## 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 17, 2009

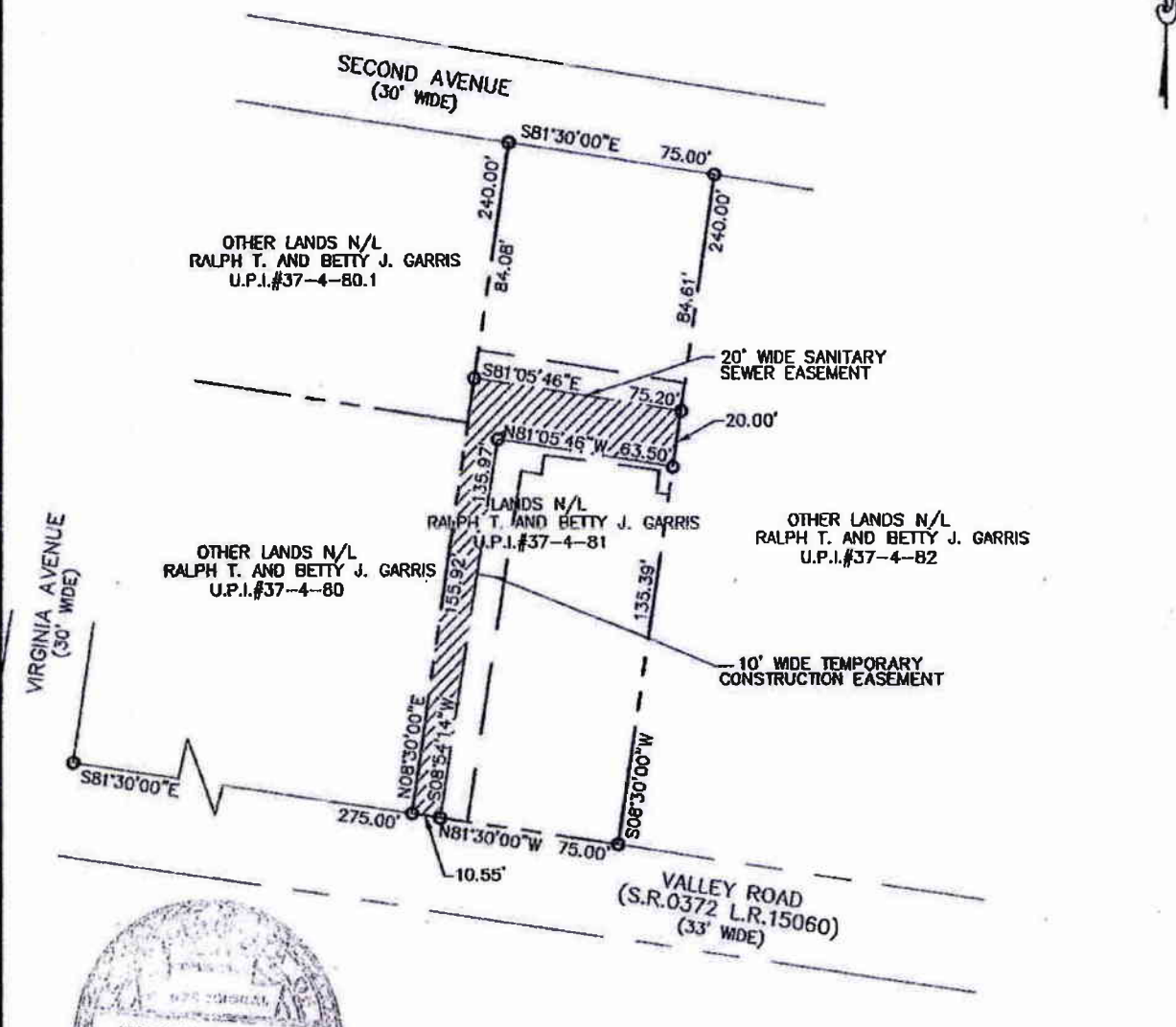
**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L RALPH T. AND BETTY J. GARRIS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

**ALL THAT CERTAIN** Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Ralph T. and Betty J. Garris for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated December 17, 2009 and being more specifically described as follows to wit:

**BEGINNING** at a point on the Northerly Line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide said point being measured South  $81^{\circ}30'00''$  East a distance of 275.00' from the intersection of the Northerly line of Valley Road with the Easterly line of Virginia Avenue being thirty (30) feet wide: thence leaving said point and place of beginning along the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-80), North  $08^{\circ}30'00''$  East a distance of 155.92' to a point on the said line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-80.1); thence leaving said point and line through Lands N/L of Ralph T. and Betty J. Garris South  $81^{\circ}05'46''$  East a distance of 75.20' to a point on the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-82); thence leaving said point along the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-82) South  $08^{\circ}30'00''$  West a distance of 20.00' to a point on said line; thence leaving said point and line through the lands of Ralph T. and Betty J. Garris the following two courses and distances (1) North  $81^{\circ}05'46''$  West a distance of 63.50' to a point; thence (2) South  $08^{\circ}54'14''$  West a distance of 135.97' to a point on the Northerly Line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide; thence leaving said point along the Northerly Line of Valley Road North  $81^{\circ}30'00''$  West a distance of 10.55' to the point and place of beginning.

Containing: 3,001 S.F. of Land More or Less

EXHIBIT "B"



3/22/10

AREA OF EASEMENT = 3,001 S.F.  
= 0.0689 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 2,338 S.F.  
= 0.0537 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF RALPH T. AND BETTY J. GARRIS</b>	
FOR <b>SADSBURY TOWNSHIP</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1' = 60'	DECEMBER 17, 2009
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

RECORDER OF DEEDS  
CHESTER COUNTY, PA

2010 MAR 24 PM 2:58

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

UPI NOS. 37-4-80.1

**RIGHT-OF-WAY AGREEMENT**

RALPH T. GARRIS, JR. AND BETTY JANE GARRIS  
("Grantor")

TOWNSHIP OF SADSBUY  
("Grantee")

**RIGHT-OF-WAY-AGREEMENT**

**AGREEMENT** made this 14 day of March, 20 10, between Ralph T. and Betty J. Garris (hereinafter called Grantor) and the **TOWNSHIP OF SADSBUY** 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 Y46, Page 270.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its 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 sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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. In addition, if in the installation of said Sanitary Sewer line that the existing septic system tank or sewage disposal system is damaged as a result, the damaged system shall be repaired to useable condition or in the event that the system can not be repaired the facility shall be directly connected to the newly constructed Sanitary Sewer in order to maintain sanitary sewer service to the effected facility at the Grantee's cost and expense.
  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:**

Ralph T. Gausel  
Betsy J. Gausel

**ATTEST:**

John M. Gausel  
Secretary

**GRANTEE:**

**SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS**

Stephen J. Selig  
Chairman

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

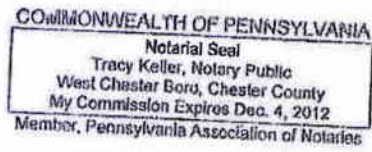
On this 14 day of March, 2010 before me, the undersigned officer,  
Ralph T. Gamis, Jr. and Betty J. Gamis known to me (or satisfactorily proven) to  
personally appeared \_\_\_\_\_ and \_\_\_\_\_

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.

Tracy Keller  
**Notary Public**

My Commission Expires:



STATE OF PENNSYLVANIA:

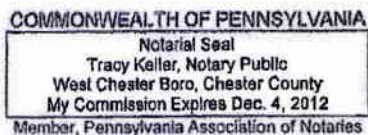
COUNTY OF CHESTER:

On this 14 day of March, 2010, before me, the undersigned officer,  
personally appeared Stephanu Silmar and Lee 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 Municipality as  
Chairman and Secretary.

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

Tracy Keller  
Notary Public

My Commission Expires:



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 17, 2009

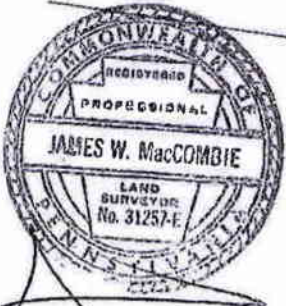
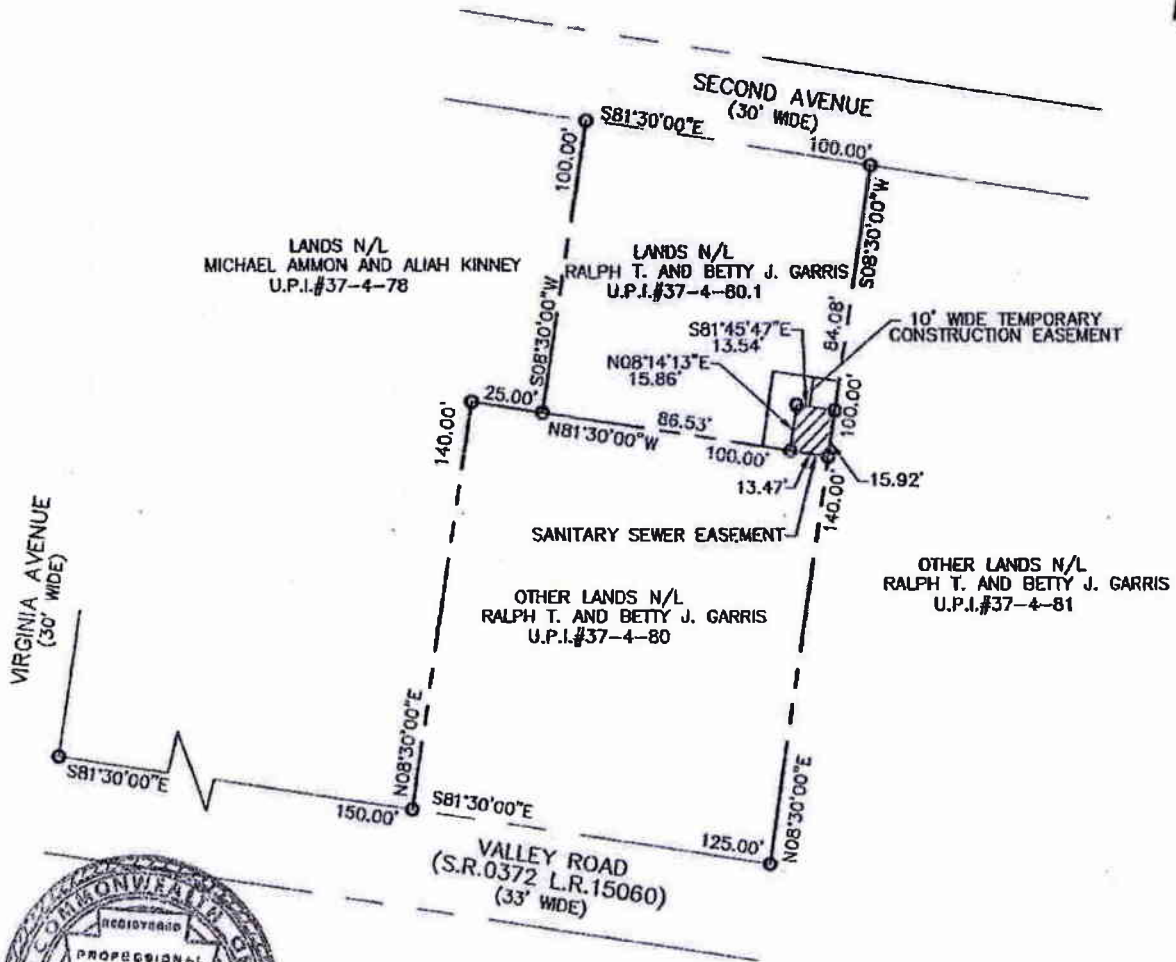
**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L RALPH T. AND BETTY J. GARRIS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

**ALL THAT CERTAIN** Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Ralph T. and Betty J. Garris for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated December 17, 2009 and being more specifically described as follows to wit:

**BEGINNING** at a point on the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris ( UPI 37-4-80 and UPI 37-4-81) said point being measured the following two courses and distances from the intersection of the Northerly line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide with the Easterly line of Virginia Avenue being thirty (30) feet wide (1) South 81°30'00" East a distance of 275.00' to point on the line dividing Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-80) and Other Lands N/L of Ralph T. and Betty J. Garris ( UPI 37-4-81) at its intersection with the Northerly line of Valley Road, (2) thence North 08°30'00" East a distance of 140.00' along said line: thence leaving said point and place of beginning along the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty Garris ( UPI 37-4-80), North 81°30'00" West a distance of 13.47' to a point on the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris ( UPI 37-4-80); thence leaving said point and line through the Lands N/L of Ralph T. and Betty J. Garris the following two courses and distances (1) North 08°14'13" East a distance of 15.86' to a point; (2) thence South 81°45'47" East a distance of 13.54' to a point on the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris ( UPI 37-4-81); thence leaving said point along the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris ( UPI 37-4-81) South 08°30'00" West a distance of 15.92' to the point and place of beginning.

Containing: 215 S.F. of Land More or Less

EXHIBIT "B"



3/22/10  
 AREA OF EASEMENT = 215 S.F.  
 = 0.0049 Ac.  
 AREA OF TEMPORARY  
 CONSTRUCTION EASEMENT = 394 S.F.  
 = 0.0090 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED                  SANITARY SEWER EASEMENT                  THROUGH LANDS OF                  RALPH T. AND BETTY J. GARRIS                  FOR                  SADSBUARY TOWNSHIP</b>	
SADSBUARY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1' = 60'	DECEMBER 17, 2009
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	

RECORDER OF DEEDS  
CHESTER COUNTY, PA

2010 MAR 24 PM 2:57

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

UPI NOS. 37-4-80

**RIGHT-OF-WAY AGREEMENT**

RALPH T. GARRIS, JR. AND BETTY JANE GARRIS  
("Grantor")

TOWNSHIP OF SADSBUY  
("Grantee")

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 14 day of March, 20 10, between Ralph T. and Betty J. Garris (hereinafter called Grantor) and the TOWNSHIP OF SADSBUURY 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 A47, Page 135.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its 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 sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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. In addition, if in the installation of said Sanitary Sewer line that the existing septic system tank or sewage disposal system is damaged as a result, the damaged system shall be repaired to useable condition or in the event that the system can not be repaired the facility shall be directly connected to the newly constructed Sanitary Sewer in order to maintain sanitary sewer service to the effected facility at the Grantee's cost and expense.
  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:

Ralph T. Gans  
Betsy J. Gans

ATTEST:

Don Ungey  
Secretary

GRANTEE:

SADSBURY TOWNSHIP  
BOARD OF SUPERVISORS

Stephanie J. Seal  
Chairman

**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER:**

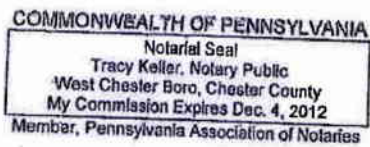
On this 14 day of March, 2010, before me, the undersigned officer,  
personally appeared Ralph T. Garri's Jr. and Betty J. Garri's known to me (or satisfactorily proven) to

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.

Tracy Keller  
Notary Public

My Commission Expires:



**STATE OF PENNSYLVANIA:**

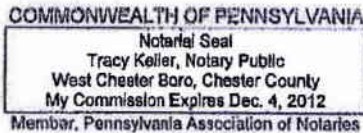
**COUNTY OF CHESTER:**

On this 14 day of March, 2010, before me, the undersigned officer,  
personally appeared Stephanu Silbrnau and Lisa Meyer who acknowledged themselves to be the  
Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being  
authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes  
therein contained desiring the same to be recorded, by signing the name of the Municipality as  
Chairman and Secretary.

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

Tracy Keller  
Notary Public

My Commission Expires:



810-356-9550

FAX 810-356-6032

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

CONSULTING ENGINEERS & SURVEYORS, INC.

1000 PALMERS MILL ROAD

MEDIA, PA 19063

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

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

December 17, 2009

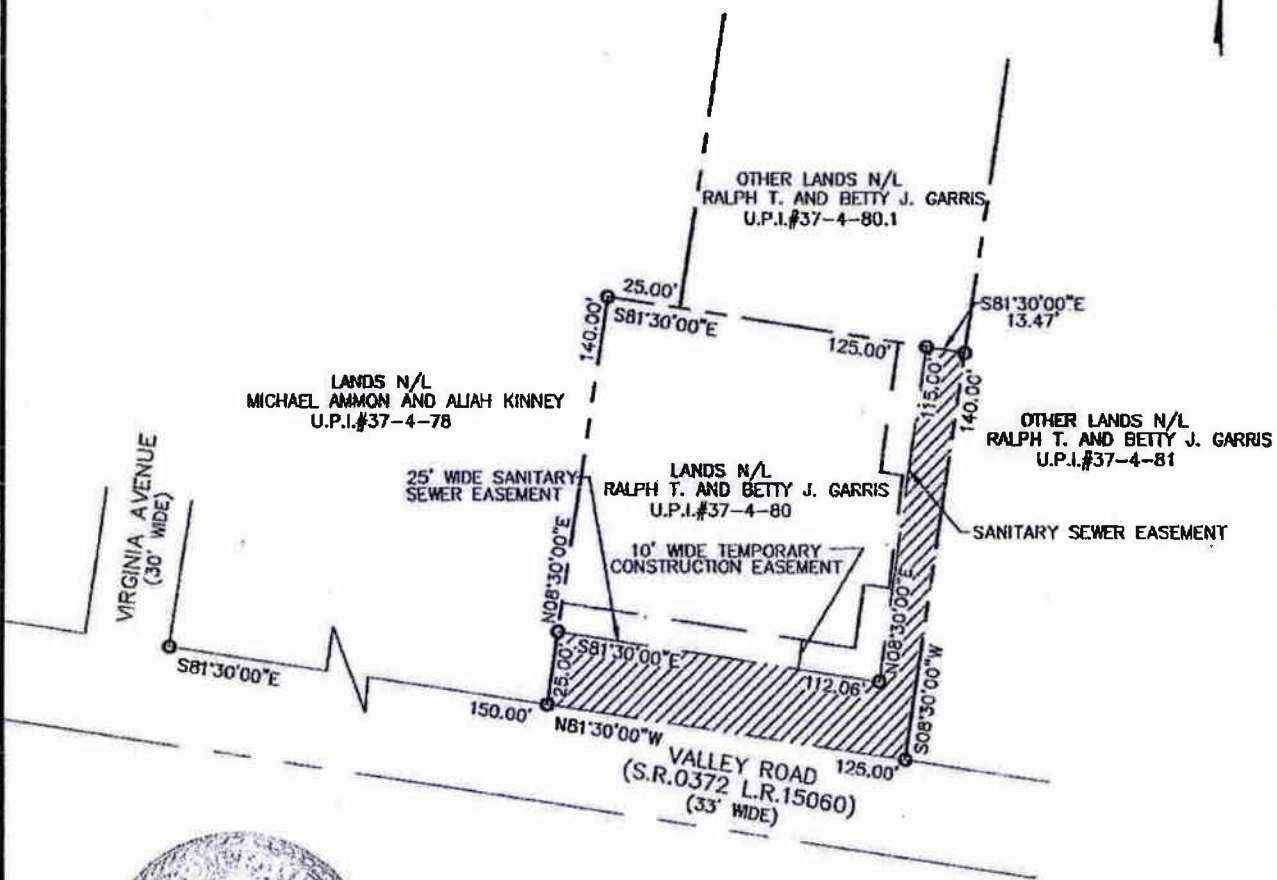
**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L RALPH T. AND BETTY J. GARRIS**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

**ALL THAT CERTAIN** Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Ralph T. and Betty J. Garris for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated December 17, 2009 and being more specifically described as follows to wit:

**BEGINNING** at a point on the Northerly Line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide said point being measured South 81°30'00" East a distance of 150.00' from the intersection of the Northerly line of Valley Road with the Easterly line of Virginia Avenue being thirty (30) feet wide; thence leaving said point and place of beginning along the line dividing Lands N/L of Ralph T. and Betty J. Garris and Lands N/L of Michael Ammon and Aliah Kinney, North 08°30'00" East a distance of 25.00' to a point on the said line dividing Lands N/L of Ralph T. and Betty J. Garris and Lands N/L of Ammon/Kinney; thence leaving said point and line through Lands N/L of Ralph T. and Betty J. Garris the following Two (2) courses and distances (1) South 81°30'00" East a distance of 112.06' to a point; thence North 08°30'00" East a distance of 115.00' to a point on the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-80.1); thence leaving said point on the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-80.1) South 81°30'00" East a distance of 13.47' to a point on a line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-81); thence leaving said point along the line dividing Lands N/L of Ralph T. and Betty J. Garris and Other Lands N/L of Ralph T. and Betty J. Garris (UPI 37-4-81) South 08°30'00" West a distance of 140.00' to a point on the Northerly Line of Valley Road (S.R. 0372, L.R. 15060) being thirty-three (33) feet wide; thence leaving said point along the Northerly Line of Valley Road North 81°30'00" West a distance of 125.00' to the point and place of beginning.

Containing: 4,643 S.F. of Land More or Less

EXHIBIT "B"



*Mac* 3/22/10

AREA OF EASEMENT = 4,643 S.F.  
= 0.1066 Ac.

AREA OF TEMPORARY  
CONSTRUCTION EASEMENT = 1,844 S.F.  
= 0.0423 Ac.

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF RALPH T. AND BETTY J. GARRIS FOR SADSBURY TOWNSHIP</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 60'	DECEMBER 17, 2009
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



8/3

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

*pl* UPI NOS. 37-4-78 ✓

**RIGHT-OF-WAY AGREEMENT**

MICHAEL F. AMMON AND ALIAH M. KINNEY  
("Grantor")

TOWNSHIP OF SADBURY  
("Grantee")

This Document recorded  
02/03/2010  
11:56AM  
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10993308  
Receipt #: 492242  
Rec Fee: 30.50



10993308  
Page 1 of 8  
8-7660 P-1396

Unofficial Copy

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 29<sup>TH</sup> day of January, 20 10, between Michael Ammon and Aliah Kinney (hereinafter called Grantor) and the TOWNSHIP OF SADSBRURY 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 5169, Page 1232.

**WITNESSETH:**

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

1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its 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 sanitary sewer pipeline together with accommodation of surface markers, access 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 sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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 MACERLANE

02037010 11 58A

10993308  
Page 3 of 8  
B-7660 P-1396

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

GRANTOR:

Alvah M. Ammer  
Herbert E. MacLambie

ATTEST:

John Young  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

Stephen J. Hill  
Chairman

\* Any removal, trimming or maintenance of the tree located on the land acquired is under the responsibility of Herbert E MacLambie and/or Sadsbury Township.



10993308  
Page 4 of 8  
B-7860 P-1398

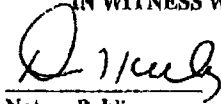
Unofficial

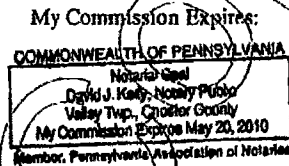
STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 29 day of Jan, 2010, before me, the undersigned officer,  
personally appeared Michael Amos and Alph Amos 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



LAMB MCERLANE

02032010 17 58A

10993308

Page: 5 of 8

B-7860 P-1396

Unofficial

STATE OF PENNSYLVANIA:

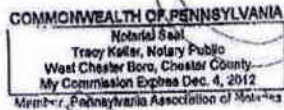
COUNTY OF CHESTER:

On this 2 day of February, 2010, before me, the undersigned officer,  
personally appeared Stephen Selman and Lex Meyer who acknowledged themselves to be the  
Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being  
authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes  
therein contained desiring the same to be recorded, by signing the name of the Municipality as  
Chairman and Secretary.

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

Tracy Keller  
Notary Public

My Commission Expires:



10993308  
Page: 6 of 8  
B-7860 P-1396

☎ 610-350-9550  
FAX 610-366-6032

**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

November 30, 2009

**EXHIBIT "A"**  
**DESCRIPTION OF SANITARY SEWER EASEMENT**  
**THROUGH**  
**LANDS N/L MICHAEL AMMON AND ALIAH KINNEY**  
**SADSBURY TOWNSHIP, CHESTER COUNTY, PA**

ALL THAT CERTAIN Twenty-Five (25) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Michael Ammon and Aliah Kinney for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated November 25, 2009 and being more specifically described as follows to wit:

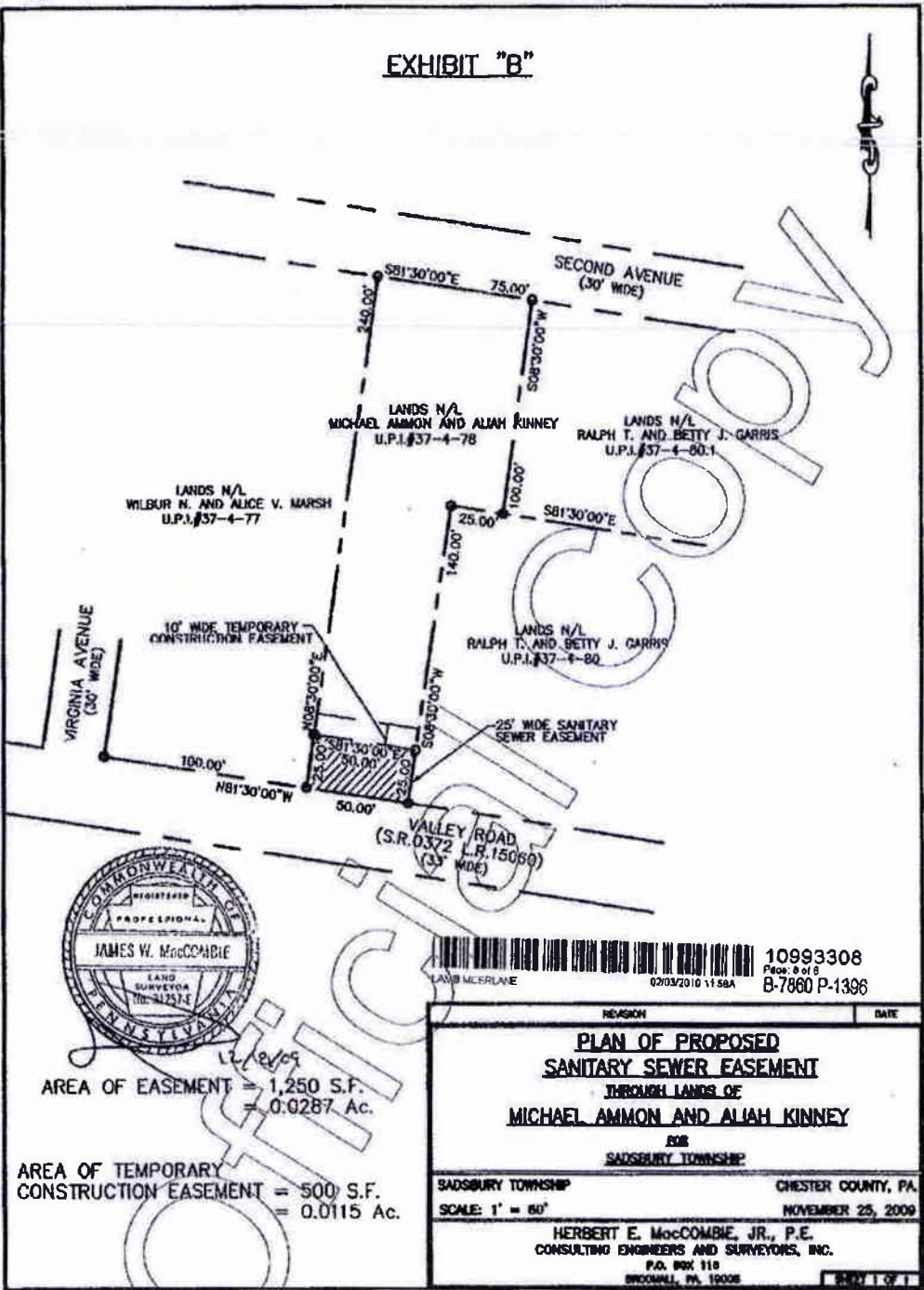
**BEGINNING** at a point on the Northerly Line of Valley Road (S.R. 3001, L.R. 15060) being thirty-three (33) feet wide said point being measured South  $81^{\circ}30'00''$  West a distance of 100.00' from the intersection of the Northerly line of Valley Road with the Westerly line Virginia Avenue being thirty (30) feet wide; thence leaving said point and place of beginning along the line dividing Lands N/L of Michael Ammon and Aliah Kinney and Lands N/L of Wilbur N. and Alice V. Marsh, North  $08^{\circ}30'00''$  East a distance of 25.00' to a point on the said line dividing Lands N/L of Ammon/Kinney and Lands N/L of Marsh; thence leaving said point and line through Lands N/L of Lands N/L of Michael Ammon and Aliah Kinney South  $81^{\circ}30'00''$  East a distance of 50.00' to a point on the line dividing Lands N/L of Ammon/Kinney and Lands N/L of Ralph T. and Betty J. Garris; thence leaving said point along the line dividing Lands N/L of Ammon/Kinney and Lands N/L of Ralph T. and Betty J. Garris South  $08^{\circ}30'00''$  West a distance of 25.00' to a point on the Northerly Line of Valley Road (S.R. 3001, L.R. 15060) being thirty-three (33) feet wide; thence leaving said point along the Northerly Line of Valley Road North  $81^{\circ}30'00''$  West a distance of 50.00' to the point and place of beginning.

Containing: 1,250 S/F of Land More or Less



10993308  
Page 1 of 5  
B-7860 P-1396

EXHIBIT "B"



12/2/09  
 AREA OF EASEMENT = 1,250 S.F.  
 = 0.0287 Ac.

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

109993308  
 Page 2 of 8  
 B-7860 P-1396

REVISION	DATE
<b>PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF MICHAEL AMMON AND ALIAH KINNEY FOR SADSBURY TOWNSHIP</b>	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 60'	NOVEMBER 25, 2009
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BROOMALL, PA. 19008	
SHEET 1 OF 1	



8/2  
EW

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

UPI NOS. 810 37-4-77 ✓

**RIGHT-OF-WAY AGREEMENT**

WILBUR N. AND ALICE V. MARSH  
("Grantor")

TOWNSHIP OF SADBURY  
("Grantee")

This Document Recorded  
02/02/2010  
02:35PM  
Doc Code, MSC Chester County, Recorder of Deeds Office

Doc Id: 10093071  
Receipt #: 492107  
Rec Fee: \$8.50



LAMB MCERLANE

02/02/2010 02:35P

10993071  
Page 1 of 8  
B-7859 P-2251

Unofficial Copy

**RIGHT-OF-WAY-AGREEMENT**

AGREEMENT made this 19<sup>th</sup> day of January, 2010, between Wilbur N. and Alice V. Marsh (hereinafter called Grantor) and the TOWNSHIP OF SADBURY 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 H27, Page 310.

**WITNESSETH:**

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

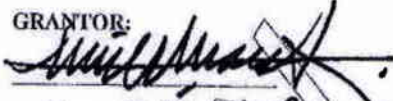
1. Grantee shall pay to Grantor for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged.
2. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right, title or interest, rights-of-way and easements 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 its accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface, to maintain depth of cover, and to install gates and stiles in any fences crossing said land.
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 sanitary sewer pipeline with its 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 sanitary sewer pipeline together with its accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;

Unrecorded

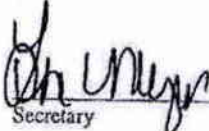
- (b.) To the permanent occupation and use of such surface as such surface area as shall be required for the sanitary sewer pipeline together with accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
- (c.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of sanitary sewer pipeline and its accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit B showing the Sanitary Sewer Easement.
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 mortgages 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:

  
Alice V. March (Dec 15)

ATTEST:

  
Secretary

GRANTEE:  
SADBURY TOWNSHIP  
BOARD OF SUPERVISORS

  
Chairman



LAND MCR/LANE

00092010 02:35P

10993071

Page: 4 of 8

8-7859 P-2251

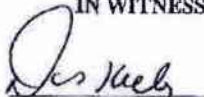
Unofficial Copy

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 19 day of JAN, 2010, before me, the undersigned officer,  
personally appeared Wilbur Marsh 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:

COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
David J. Kelly, Notary Public  
Valley Twp., Chester County  
My Commission Expires May 20, 2010  
Member, Pennsylvania Association of Notaries



LAWD MCKERLARE

02/02/2010 02:35P

10993071  
Page 3 of 8  
B-7859 P-2251

STATE OF PENNSYLVANIA:

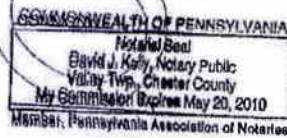
COUNTY OF CHESTER:

On this 22ND day of January, 2010, before me, the undersigned officer, personally appeared Stephan Silvera 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 Municipality as Chairman and Secretary.

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

David Kelly  
Notary Public

My Commission Expires:



10993071  
Page 8 of 8  
B-7859 P-2251

810-356-9850  
FAX 810-356-6032

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

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

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

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

November 30, 2009

### EXHIBIT "A" DESCRIPTION OF SANITARY SEWER EASEMENT THROUGH LANDS N/L WILBUR N. AND ALICE V. MARSH SADSBURY TOWNSHIP, CHESTER COUNTY, PA

ALL THAT CERTAIN Twenty-Five (25) feet wide Sanitary Sewer Easement SITUATE in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Wilbur N. and Alice V. Marsh for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated November 25, 2009 and being more specifically described as follows to wit:

BEGINNING at a point on the Northerly Line of Valley Road (S.R. 3001, L.R. 15060) being thirty-three (33) feet wide said point being at its intersection with the Westerly line Virginia Avenue being thirty (30) feet wide: thence leaving said point and place of beginning along said Westerly line of Virginia Avenue being thirty (30) feet wide, North 08°30'00" East a distance of 25.00' to a point on the said Westerly line of Virginia Avenue; thence leaving said point and line through Lands N/L of Wilbur N. and Alice V. Marsh South 81°30'00" East a distance of 100.00' to a point on the line dividing Lands N/L of Marsh and Lands N/L of Michael Ammon and Aliah Kinney; thence leaving said point along the line dividing Lands N/L of Marsh and Lands N/L of Michael Ammon and Aliah Kinney South 08°30'00" West a distance of 25.00' to a point on the Northerly Line of Valley Road (S.R. 3001, L.R. 15060) being thirty-three (33) feet wide; thence leaving said point along the Northerly Line of Valley Road North 81°30'00" West a distance of 100.00' to the point and place of beginning.

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

10993071  
Page 1 of 2  
B-7859 P-2251

LANS MCEPLAKE

02/03/2010 02:35P

Unofficial