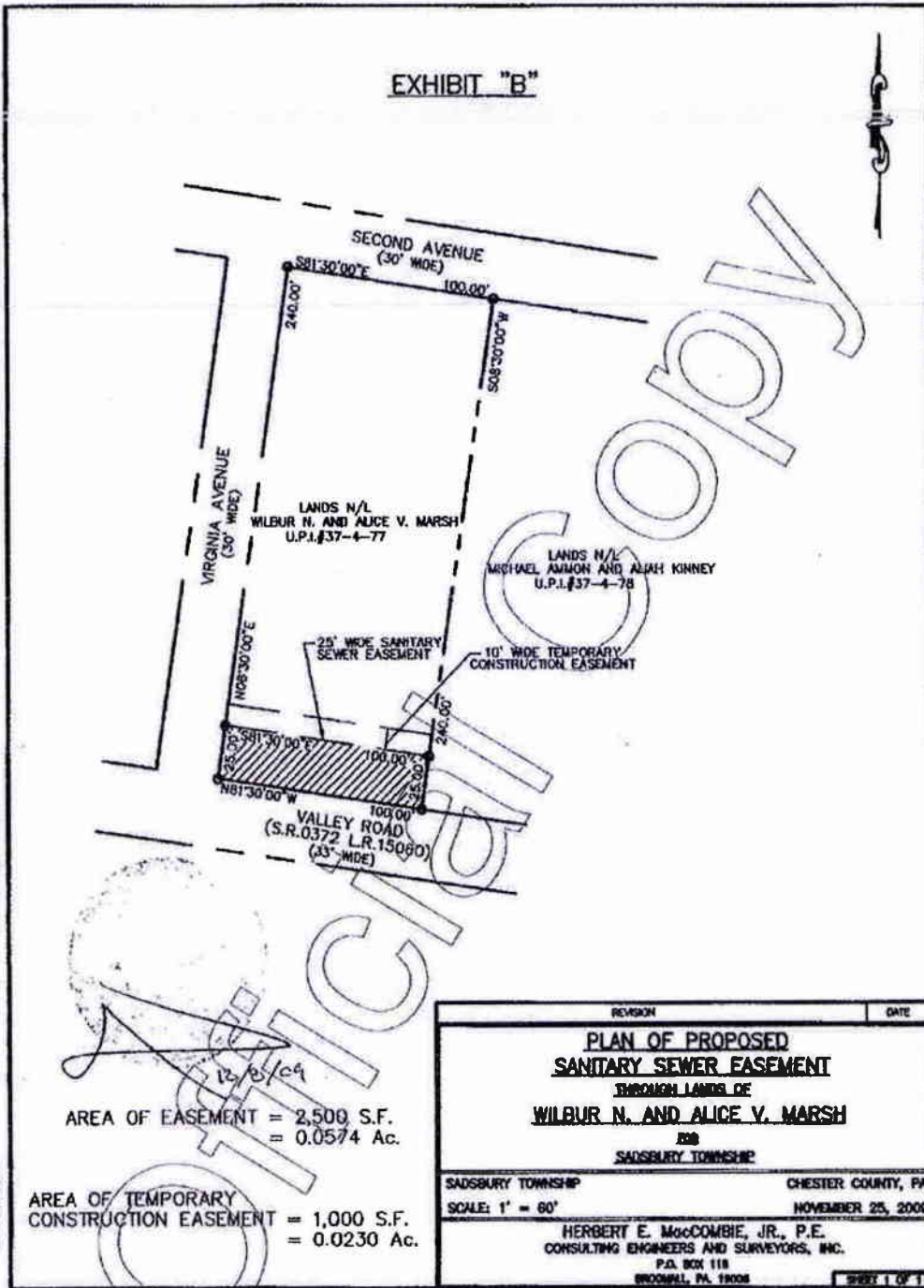


EXHIBIT "B"



10993071
 B-7859 P-2251
 12/8/09
 LAND MEASURE

12/8/09

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

AREA OF TEMPORARY
 CONSTRUCTION EASEMENT = 1,000 S.F.
 = 0.0230 Ac.

REVISION	DATE
PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF WILBUR N. AND ALICE V. MARSH	
SADSBRURY TOWNSHIP	
SADSBRURY 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	

8/3



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

UPI NOS. P/O 37-4-86 ✓

[Handwritten mark]

RIGHT-OF-WAY AGREEMENT

CHRISTOPHER BOWSER AND KATHLEEN BOWSER
("Grantor")

TOWNSHIP OF SADS BURY
("Grantee")

This Document Recorded
08/05/2010
03:26PM
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 11030420
Receipt #: 515743
Rec Fee: 60.00



11030420
Page 1 of 2
8-7967 P-361

LAMB MCERLANE PC

08/05/2010 03:26P

Unofficial Copy

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 27 day of July, 2010, between Christopher and Kathleen Bowser (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 B4387, Page 0942.

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 *not 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;



11030420
Page 3 of 8
B-7967 P-361

Unrecorded

- (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.

Per phone conversation w/ Dennis on 7/19/10 at 5:30 PM

10. Grantee shall be responsible for re-drilling the of well or hooking home to public water in the event of damage to well at Grantor's residence that occurs during installation of sewer lines
11. Grantee shall be responsible for take down and removal of any and all trees on Grantor's property that

11030420
Page 3 of 4
B-7567 P-361



Un

are damaged as a result of any portion of the installation of the sewer lines. This includes past installation damage as a result of cutting roots to trees on Grantors property.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be

executed the day and year first above written.

GRANTOR:

[Handwritten Signature]

[Handwritten Name]

ATTEST:

[Handwritten Signature]

Secretary

GRANTEE:
SADBURY TOWNSHIP
BOARD OF SUPERVISORS

[Handwritten Signature]

Chairman

Unofficial Copy

11030420
Page 4 of 8
8-7967 P-361

STATE OF PENNSYLVANIA:

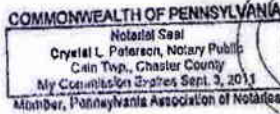
COUNTY OF CHESTER:

On this 27th day of July, 2010, before me, the undersigned officer,
personally appeared Kathleen Walsh-Bowser and Christopher Bowser 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: Sept 3, 2011



11030420
Page 5 of 9
B-7987 P-361

LAWSON CERLAINE PC

0605/2010 03:26P

Unofficial Copy

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 3rd day of August 2010, before me, the undersigned officer,
personally appeared ~~Lisa~~ Stephanie and Lisa Myers Silverman 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:



11030420
Page 6 of 8
B-7987 P-361

610-360-9560
FAX 610-360-6032

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

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

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

REPLY TO:
P.O. BOX 116
BROOMALL, PA 19008-0118

June 24, 2010

EXHIBIT "A"
DESCRIPTION OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L CHRISTOPHER AND KATHLEEN BOWSER
SADSBURY TOWNSHIP, CHESTER COUNTY, PA

ALL THAT CERTAIN Thirty (30) 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 and Kathleen Bowser for Sadsbury Township," prepared by Herbert E. MacCombie, Jr. P.E. Consulting Engineers and Surveyors, Inc., Broomall, PA, dated June 24, 2010 and being more specifically described as follows to wit:

BEGINNING at a point on the Westerly Line of Virginia Avenue being Thirty (30) Feet wide said point being at the intersection of said westerly line of Virginia Avenue and the line dividing Lands N/L Timothy J. Houck and Lands N/L Christopher and Kathleen Bowser, thence leaving said point and place of beginning along said line dividing Lands N/L Timothy J. Houck and Lands N/L Christopher and Kathleen Bowser North $82^{\circ}45'34''$ West a distance of 94.71' crossing the line dividing Lands N/L of Roman N. and Patricia L. Makoid and Lands N/L Timothy J. Houck to a point; thence leaving said point along a line dividing Lands N/L of Robert P. Jr. and Victoria G. Nunemaker and Lands N/L Christopher and Kathleen Bowser North $07^{\circ}14'26''$ East a distance of 30.00' to a point; thence leaving said point through Lands N/L Christopher and Kathleen Bowser South $82^{\circ}45'34''$ East a distance of 94.65' to a point on the Westerly line of Virginia Avenue; thence leaving said point along said line of Virginia Avenue South $07^{\circ}14'26''$ West a distance of 30.00' to the point and place of beginning.

Containing: 2,840 S.F. of Land More or Less

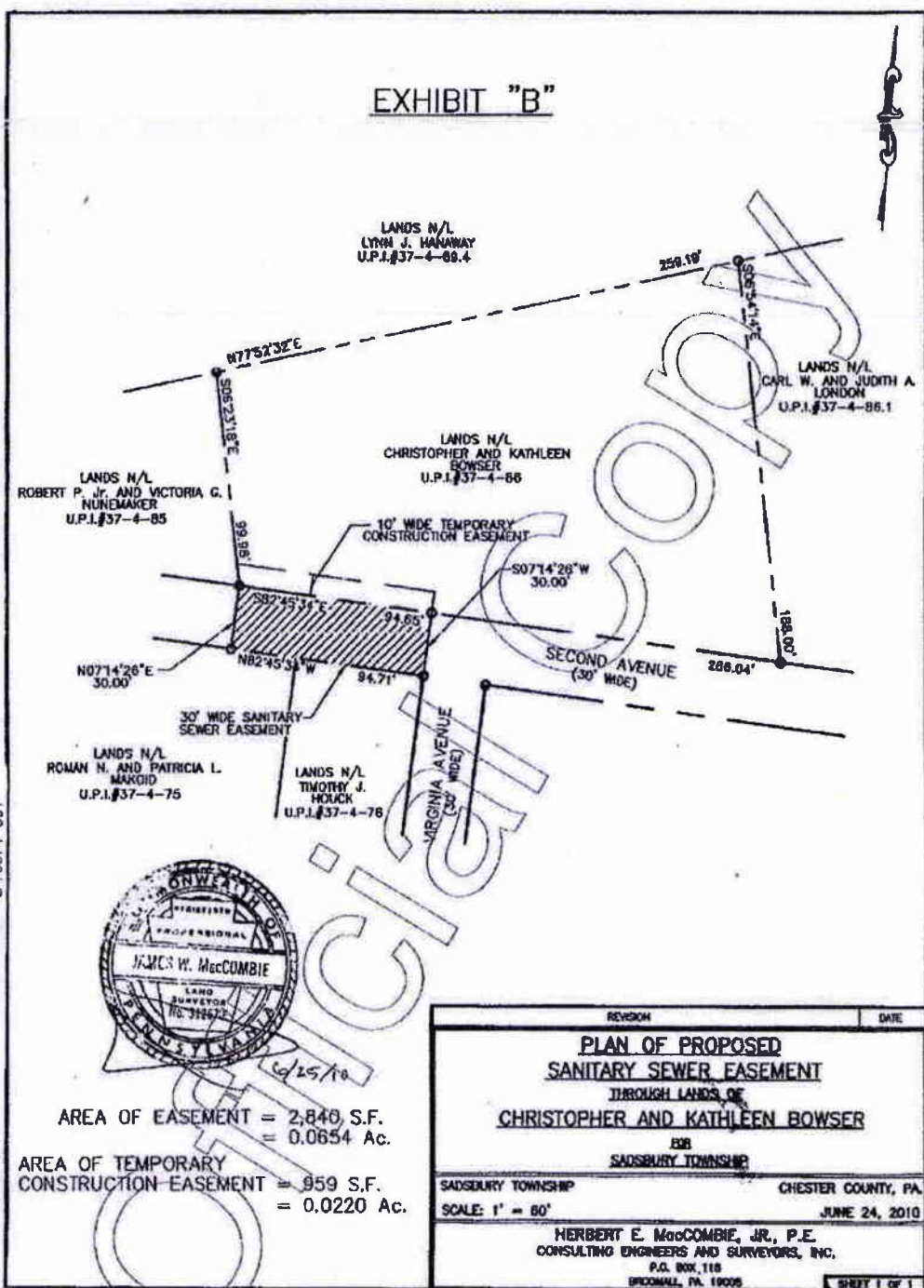


LWB MCKERLANE PC

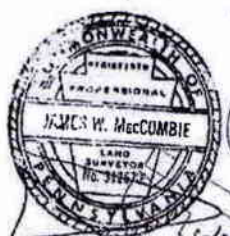
03/05/2010 03:28P

11030420
Page 7 of 8
B-7967 P-361

EXHIBIT "B"



11030420
 Page 8 of 8
 B-7867 P-381
 08/20/20 10:03:28P
 LANS MCELVAINE PC



6/25/10

AREA OF EASEMENT = 2,840 S.F.
 = 0.0654 Ac.

AREA OF TEMPORARY
 CONSTRUCTION EASEMENT = 959 S.F.
 = 0.0220 Ac.

REVISION	DATE
PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF CHRISTOPHER AND KATHLEEN BOWSER	
FOR SADSBURY TOWNSHIP	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 60'	JUNE 24, 2010
HERBERT E. MacCOMBIE, JR., P.E. CONSULTING ENGINEERS AND SURVEYORS, INC. P.O. BOX 118 BRIDGMAN, PA. 19005	
SHEET 1 OF 1	



JP

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

UPI NOS. *NO* 37-4-85 ✓

EW

RIGHT-OF-WAY AGREEMENT

ROBERT P. NUNEMAKER JR. AND
VICTORIA G. NUNEMAKER
("Grantor")

TOWNSHIP OF SADSBUY
("Grantee")

Official Copy

This Document Recorded
05/05/2010
02:35PM
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 11011101
Receipt #: 603529
Rec Fee: 38.50



11011101
Page 1 of 1
B-7910 P-2218

Official

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 29th day of April, 20 10, between Robert P. Jr. and Victoria G. Nunemaker (hereinafter called Grantor) and the **TOWNSHIP OF SADSBU**Ry 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 5906, Page 1475.

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;



11011101
Page 2 of 3
B-7910 P-2218

- (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:

Robert Hunsicker
Victoria Hunsicker

ATTEST:

[Signature]
Secretary

GRANTEE:

SADBURY TOWNSHIP
BOARD OF SUPERVISORS

[Signature]
Chairman

Unofficial Copy

1101101
Page 4 of 6
B-7910 P-2218

LAMB MOERLANE PC

06/09/2010 02:35P

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 29th day of April, 2010, before me, the undersigned officer,
Robert P. Nunemaker, Jr. + Victoria G. Nunemaker
personally appeared _____ 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.

Carrie J. Pike
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carrie J. Pike, Notary Public
West Brandywine Twp., Chester County
My Commission Expires Feb. 27, 2011
Member, Pennsylvania Association of Notaries



LAMB HICKELANE PC

05/08/2010 02:35P

11011101
Page 5 of 8
B-7910 P-2218

Unofficial

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 27th day of April, 2010, before me, the undersigned officer, personally appeared Steven [unclear] and Wes [unclear] who acknowledged themselves to be the Chairman and Secretary of SADSBURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of the Municipality as Chairman and Secretary.

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

Carrie J. Pike
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carrie J. Pike, Notary Public
West Brandywine Twp., Chester County
My Commission Expires Feb. 27, 2011
Member, Pennsylvania Association of Notaries



11011101
Page 8 of 8
B-7910 P-2218

610-358-8560
FAX:610-358-8032

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

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19083

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 ROBERT P. Jr. AND VICTORIA G. NUNEMAKER
SADSBURY TOWNSHIP, CHESTER COUNTY, PA

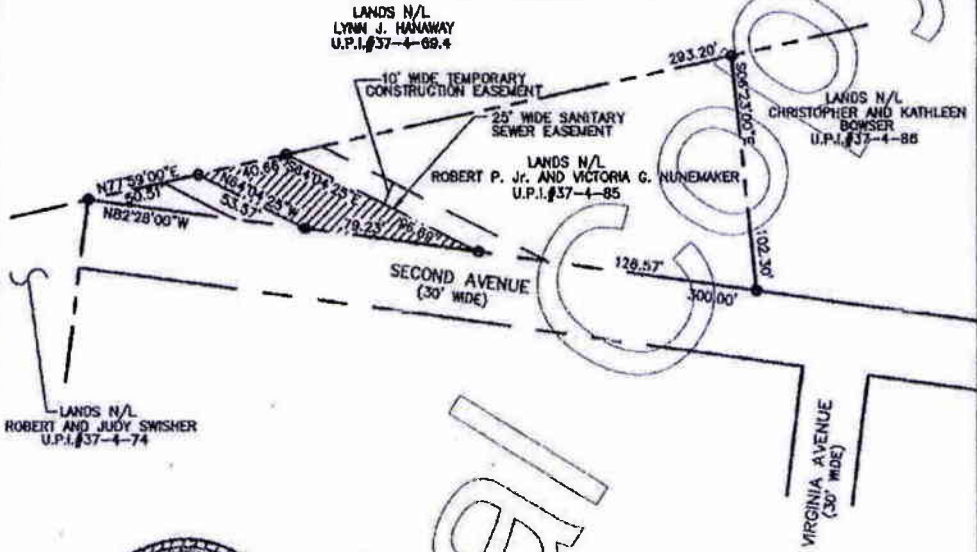
ALL THAT CERTAIN Twenty-five (25) feet wide Sanitary Sewer Easement **SITUATE** in the Township of Sadsbury, Chester County, Commonwealth of Pennsylvania, as shown on that certain "Plan of Proposed Sanitary Sewer Easement through Lands of Robert P. Jr. and Victoria G. Nunemaker for Sadsbury Township," 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 Second Avenue being Thirty (30) Feet wide said point being measured North 82°28'00" West a distance of 126.57' from the line dividing Lands N/L of Robert P. Jr. and Victoria G. Nunemaker and Lands N/L Christopher and Kathleen Bowser, thence leaving said point and place of beginning along the Northerly line of Second Avenue North 82°28'00" West a distance of 79.23' to a point on the Northerly line of Second Avenue; thence leaving said line through Lands N/L of Robert P. Jr. and Victoria G. Nunemaker North 64°04'25" West a distance of 53.57' to a point on the line dividing Lands N/L Robert P. Jr. and Victoria G. Nunemaker and Lands N/L of Lynn Hanaway; thence leaving said point along the line dividing Lands N/L Robert P. Jr. and Victoria G. Nunemaker and Lands N/L of Hanaway North 77°59'00" East a distance of 40.66' to a point; thence leaving said line through Lands N/L of Robert P. Jr. and Victoria G. Nunemaker South 64°04'25" East a distance of 96.69' to the point and place of beginning.

Containing: 1,878 S.F. of Land More or Less

11011101
Page 7 of 8
B-7810 P-2218
LAMB:MCERLANE PC 05/09/2010 02:31P

EXHIBIT "B"



AREA OF EASEMENT = 1,878 S.F.
= 0.0431 Ac.
AREA OF TEMPORARY CONSTRUCTION EASEMENT = 1,502 S.F.
= 0.0345 Ac.

REVISION	DATE
PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF ROBERT P. JR. AND VICTORIA G. NUNEMAKER	
FOR SADSBUARY TOWNSHIP	
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	
1 OF 1	

11011101
Page: 0 of 8
B-7910 P-2218

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8/2

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

UPI NOS. ^{No} 37-4-69.4 ✓

aw

RIGHT-OF-WAY AGREEMENT

LYNN J. HANAWAY
("Grantor")

TOWNSHIP OF SADBURY
("Grantee")

This Document Recorded
02/02/2010
02:36PM
Doc Code MSC Chester County, Recorder of Deeds Office

Doc id: 10993070
Receipt #: 492107
Rec Fee: 30.50



LAMB MCERLANE

10993070
Page 1 of 8
B-7850 P-2243

Unofficial

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 15 day of January, 2010, between Lynn J. Hanaway (hereinafter called Grantor) and the TOWNSHIP OF SADSBURY 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 6689, Page 1736.

WITNESSETH:

THAT in consideration of the promises, 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 MCERLANE

02/02/2010 02:35P

10993070

Page: 3 of 8

B-7859 P-2243

10. A grant of this Right-of-way from Grantor to Grantee is expressly conditioned upon Grantee permitting Grantor to connect to manhole(s) to be located within the herein granted Right-of Way or directly adjacent thereto at locations as may be determined by the Grantor subject to Township approval that will serve the Grantor's needs. Said connections shall be sufficient to serve up to eight (8) industrial users with a combined total flow of twenty-five thousand (25,000) gallons per day more or less and shall be provided to Grantor (or his assignee) without additional charges (except for EDU fees, normal tie-in fees and construction surveillance).

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

GRANTOR:

Lynn J. Stanway

GRANTEE:

SABSBURY TOWNSHIP
BOARD OF SUPERVISORS

Stephan J. Kelly
Chairman

ATTEST:

John M. Kelly
Secretary



10993070
Page 4 of 8
B-7859 P-2243

LAMAR MCERLANE

03/02/2010 02:35P


Unofficial Copy

STATE OF PENNSYLVANIA:

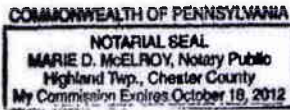
COUNTY OF CHESTER:

On this 15 day of January, 2010, before me, the undersigned officer,
personally appeared John J. Hoover 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
Marie D. McElroy

My Commission Expires: 10-19-2012



10993070
Page 5 of 8
B-7859 P-2243

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 22nd day of Jan, 2010, before me, the undersigned officer, personally appeared Stephanie Silverman 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 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



10993070
Page: 8 of 8
B-7859 P-2243

810-368-9560
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

December 17, 2009

EXHIBIT "A"
DESCRIPTION OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L
LYNN J. HANAWAY
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 Lynn J. Hanaway 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 land N/L of The Valley East Properties, L.L.C. and lands N/L of Lynn J. Hanaway; said point being measured the following four courses and distances from the Northerly Line of Valley Road (S.R. 0372; L.R. 15060) being Thirty-Three (33) Feet wide at its intersection with the easterly side of Shamrock Lane, a private drive, being Fifty (50) Feet wide; (1) North $74^{\circ}57'07''$ East a distance of 32.84' to a point; (2) Thence North $09^{\circ}53'50''$ West a distance of 70.91' to a point; (3) Thence North $86^{\circ}30'52''$ East a distance of 280.43' to a point; (4) Thence North $78^{\circ}14'15''$ East a distance of 113.53' to a point; thence leaving said point and place of beginning along the line dividing lands N/L of The Valley East Properties, L.L.C. and lands N/L of Lynn J. Hanaway North $03^{\circ}14'57''$ West a distance of 51.09' to a point; Thence leaving said point and line through lands N/L of Lynn J. Hanaway the following two courses and distances (1) North $83^{\circ}32'12''$ East a distance of 359.89' to a point; Thence (2) South $63^{\circ}48'43''$ East a distance of 28.30' to a point on the line dividing lands N/L of Lynn J. Hanaway and lands N/L of Robert P. and Victoria G. Nunemaker; Thence leaving said point along the line dividing lands N/L of Lynn J. Hanaway and a portion of lands N/L of Robert P. and Victoria G. Nunemaker, also being the line dividing lands N/L of Hanaway and Lands N/L of Robert and Judy Swisher and a portion of the line dividing lands N/L of Hanaway and lands N/L of George T. and Ruth A. Gilbert South $78^{\circ}14'15''$ West a distance of 388.25' to the point and place of beginning.

Containing: 12,557 S.F. of Land More or Less

10993070
Page 7 of 8
B-7859 P-2243
LAND MISCRLAYE 09/22/2010 02:35P

RECORDER OF DEEDS
CHESTER COUNTY, PA

2010 MAR 18 PM 2:55

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

UPI NOS. 37-4-69.1

RIGHT-OF-WAY AGREEMENT

VALLEY EAST PROPERTIES, LLC
("Grantor")

TOWNSHIP OF SADSBUY
("Grantee")

RIGHT-OF-WAY-AGREEMENT

AGREEMENT made this 12 day of MARCH, 2010, between Valley East Properties, L.L.C. (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 6128, Page 1829.

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.

VALLEY EAST PROPERTIES, LLC

GRANTOR:

Robert G. Silvernail
Stephanie Silvernail

Robert Silvernail, President
Stephanie Silvernail, Secretary

GRANTEE:

SADSBURY TOWNSHIP
BOARD OF SUPERVISORS

Scott Walton

~~Chairman~~ Member

ATTEST:

John Wilson
Secretary

STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

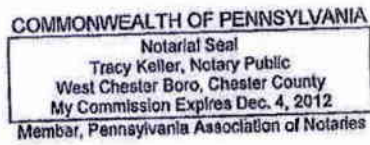
On this 12TH day of March, 2010, before me, the undersigned officer,
personally appeared Robert Silvermail Stephanie Silvermail For Valley East Properties LLC
President and Secretary known to me (or satisfactorily proven) to

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:

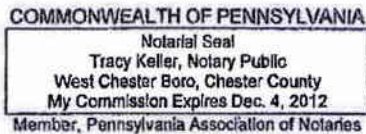
COUNTY OF CHESTER:

On this 12TH day of March, 2010, before me, the undersigned officer,
personally appeared Todd Walton and Wm Myn who acknowledged themselves to be the
Member
~~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

November 30, 2009

EXHIBIT "A"
DESCRIPTION OF SANITARY SEWER EASEMENT
THROUGH
LANDS N/L
VALLEY EAST PROPERTIES, LLC
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 the Valley East Properties, L.L.C. 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 Easterly Line of Shamrock Lane a private road being Fifty (50) Feet wide said point being measured the following two courses and distances from the Northerly Line of Valley Road (S.R. 0372; L.R. 15060) being Thirty-Three (33) Feet wide (1) along an arc curving to the right on the Easterly Line of Shamrock Lane a private road being Fifty (50) Feet wide having a radius of 30.00' and an arc length of 47.12' (Ch=N37°40'40"W;42.43') to a point; thence (2) continuing along said Easterly Line of Shamrock Lane a private road being Fifty (50) Feet wide North 07°19'21" East a distance of 42.71'; thence leaving said point and place of beginning along the Easterly Line of Shamrock Lane a private road being Fifty (50) Feet wide the following two courses and distances (1) North 07°19'21" East a distance of 23.46' to a point; (2) Thence along an arc curving to the left having a radius of 275.00' an arc length of 13.90' (Ch=N07°38'36"E;13.90') to a point; thence leaving said Easterly Line of Shamrock Lane the following two (2) courses and distances through lands N/L of the Valley East, L.L.C. (1) North 86°30'52" East a distance of 229.75' to a point; Thence leaving said point (2) North 83°40'17" East a distance of 196.40' to a point on the line dividing lands N/L of the Valley East Properties, L.L.C. and lands N/L of Lynn J. Hanaway; Thence along said line South 03°14'57" East a distance of 30.08' to a point on the line dividing lands N/L of the Valley East, L.L.C. and lands N/L of George T. and Ruth A. Gilbert; Thence along said line dividing land N/L of the Valley East, L.L.C. and land N/L of George T. and Ruth A. Gilbert South 78°14'15" West a distance of 113.53' to a point on the line dividing lands N/L of the Valley East, L.L.C., lands N/L George T. and Ruth A. Gilbert and lands N/L Joseph and Katharine D. Newnam; thence along said line dividing lands N/L of the Valley East Properties, L.L.C. and lands N/L Joseph and Katharine D.

Newnam South 86°30'52" West a distance of 280.43' to a point; Thence leaving said point and line through lands of N/L of the Valley East Properties, L.L.C. South 86°30'52" West a distance of 40.09' to the point and place of beginning.

Containing: 10,162 S.F. of Land More or Less

EXHIBIT "B"

LANDS N/L
NELSON C. AND PATRICIA NAFZIGER
U.P.I.#37-4-69.4

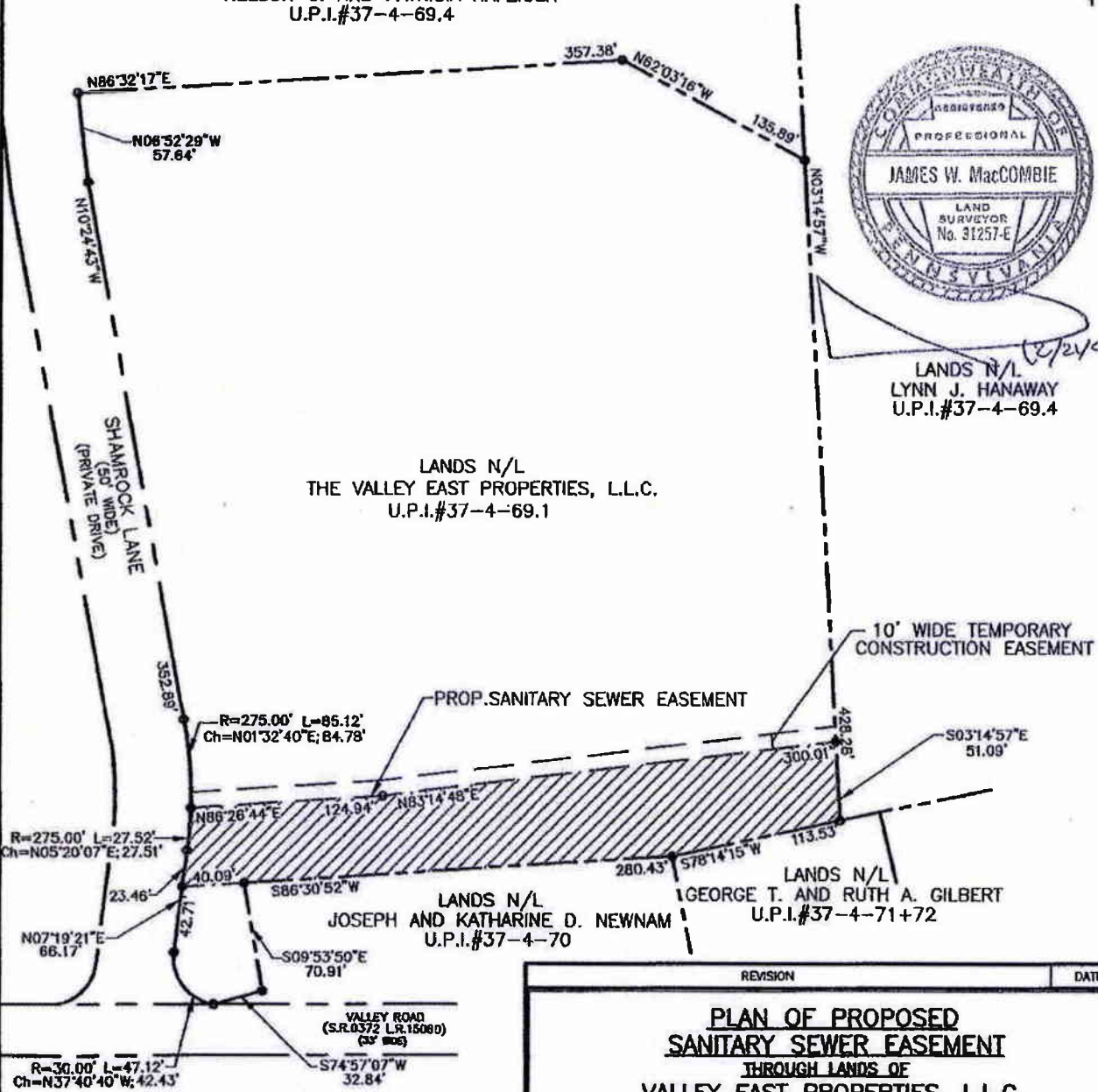


LANDS N/L
LYNN J. HANAWAY
U.P.I.#37-4-69.4

LANDS N/L
THE VALLEY EAST PROPERTIES, L.L.C.
U.P.I.#37-4-69.1

10' WIDE TEMPORARY
CONSTRUCTION EASEMENT

PROP. SANITARY SEWER EASEMENT

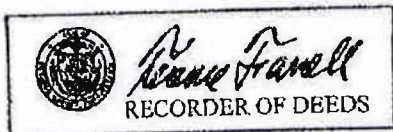


AREA OF EASEMENT = 23,212 S.F.
= 0.5329 Ac.

AREA OF TEMPORARY
CONSTRUCTION EASEMENT = 4,246 S.F.
= 0.0975 Ac.

REVISION	DATE
PLAN OF PROPOSED SANITARY SEWER EASEMENT THROUGH LANDS OF VALLEY EAST PROPERTIES, L.L.C. FOR SADSBURY TOWNSHIP	
SADSBURY TOWNSHIP	CHESTER COUNTY, PA.
SCALE: 1" = 100'	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	

12.06.04



RETURN TO

Lamb, McErlane

SEWER AND UTILITY EASEMENT

14P
MSA
34P

THIS AGREEMENT, made this 7th day of December, 2004 between COSMOS DEVELOPMENT COMPANY (hereinafter called "Grantor") and SADBURY TOWNSHIP, a body corporate and politic organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania of Chester County, Pennsylvania (hereinafter called the "Grantee").

The Grantor holds title to certain real parcels of real estate situate in Sadsbury Township, Chester County, Pennsylvania, within the subdivision known as Quarry Ridge described in accordance with a Subdivision Plan, entitled Land Development and Subdivision Plan for Quarry Ridge, made for Cosmos Development Company, dated October 6, 1997, last revised April 20, 1999 by Nave, Newell & Stampfl, Ltd., and recorded as Plan No. 15071 on September 16, 1999 in the Office for the Recording of Deeds in and for said County at West Chester, Pennsylvania (the "Plan").

MSB

The Township has requested the Grantor to grant to the Township a sewer and utility easement as shown on the attached excerpt of the Plan and marked Exhibit "A", attached hereto and made a part hereof, and as more particularly described in the description prepared by Nave, Newell dated Dec. 7, 2004 and marked as Exhibit "B" attached hereto, and made part hereof (referred to as the "Easement" or the "Easement Area").

NOW THEREFORE, the Grantor, in consideration of the receipt of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby grant, bargain, sell, convey and deliver to the Township, its successors and assigns, the Easement as set forth herein.

I. Grantor hereto grants and conveys to Grantee, its successors and assigns, such right title or interest, rights-of-way and easements on and under the lands hereinafter described, within the areas and along the routes designated as are necessary to lay, install, construct,

BEING PART OF UPI #37-4-53.39; 37-4-53.41; 37-4-53.78



operate, replace and maintain said sanitary sewer facilities and utility facilities including, but not necessarily limited to stormwater drainage facilities and their accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way, and easements, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair, maintain, inspect, make connections with and maintain perpetually said sanitary sewer and utility facilities with accessories and appurtenances, including equipment, fences, driveways, surface markers, access manholes, valves, boxes and conduits; to clear and keep 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.

2. That the said lands along, in over, under and across which the rights, titles or interest, rights-of-way or easements above mentioned are granted and conveyed are more specifically described in the legal description prepared by Nave, Newell, dated December 7, 2004 and marked Exhibit "B" and shown on the excerpt of the Plan attached hereto as Exhibit "A".

3. 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 equipment, pipelines, accessories and appurtenances, are defined and limited as follows:

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

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

pipelines together with accessories and appurtenances thereto; as well as for the accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;

(c) 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;

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

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

(f) To carry away and transport stormwater through said utility facilities.

(h) To transport utility services through said utility facilities.

4. To have to hold the same perpetually to the Grantee and its successors or assigns, for its and their use, as specified herein, forever.

5. Grantee shall, in connection with the exercise of any rights under the aforesaid perpetual and construction rights-of-way and easement to lay underground pipelines, restore the surface of said strips of land and all areas of ingress and egress and all improvements thereon, as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land and areas of ingress and egress with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be, and in all other cases with ground and/or topsoil, which shall be seeded with grass seed.



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

7. 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.

8. 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, whoever, that in the event of any damage, the same shall be repaired as set forth in paragraph 5 hereof.

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



Pete M. Skidas
Secretary
(Corporate Seal)

**GRANTOR;
COSMOS DEVELOPMENT COMPANY**

By: [Signature]
John H. [unclear]
Title: Pres.

ATTEST:
[Signature]
Township Secretary
(Corporate Seal)

**GRANTEE:
SADSBURY TOWNSHIP**
[Signature]
[Signature]

Unofficial



10491583
Page 5 of 14
B-6371 P-1

LAMB, MCERLANE

12/23/2004 01:51P

COMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF CHESTER :

ON THIS, the 15th day of December 2007 before me, a notary public in and for the aforesaid State and County, the undersigned officer, personally appeared John H. Lymberis who acknowledged himself (herself) to be the President of Cosmos Development Company, a Pennsylvania Corporation, and that he (she) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as such President.

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

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

Cheryl A. Baranzano

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CHESTER

ON THIS, the 21st day of December 2004 before me, a notary public in and for the aforesaid Commonwealth and County, the undersigned officer, personally appeared Ralph T. Garrison who acknowledged himself (herself) to be the Chair of the **BOARD OF SUPERVISORS OF SADBURYTOWNSHIP**, a body corporate and politic, and that he (she) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **SADBURYTOWNSHIP** by himself (herself) as Chair.

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

Jeannette R. Tell

COMMONWEALTH OF PENNSYLVANIA



10491583
Page 6 of 14
B-6371 P-1

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

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : SS

ON THIS, the 21st day of December 2007, before me, a notary public in and for the aforesaid Commonwealth and County, the undersigned officer, personally appeared Douglas B. Dorsett who acknowledged himself (herself) to be the Vice Chair of the BOARD OF SUPERVISORS OF SADBURYTOWNSHIP, a body corporate and politic, and that he (she) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of SADBURYTOWNSHIP by himself (herself) as Vice Chair.

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

Jeannette R. Telt

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

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : SS

ON THIS, the 21st day of December 2007, before me, a notary public in and for the aforesaid Commonwealth and County, the undersigned officer, personally appeared Dale L. Hensel who acknowledged himself (herself) to be the member of the BOARD OF SUPERVISORS OF SADBURYTOWNSHIP, a body corporate and politic, and that he (she) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of SADBURYTOWNSHIP by himself (herself) as member.

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

Jeannette R. Telt

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

10491583
Page 7 of 14
B-6371 P-1

LAMB, MCERLANE

12/23/2004 01:31P

LWM/VMPHD/RightofWay

The address of the above named Grantee is:

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

Unofficial Copy



LAMB, MCENLANE

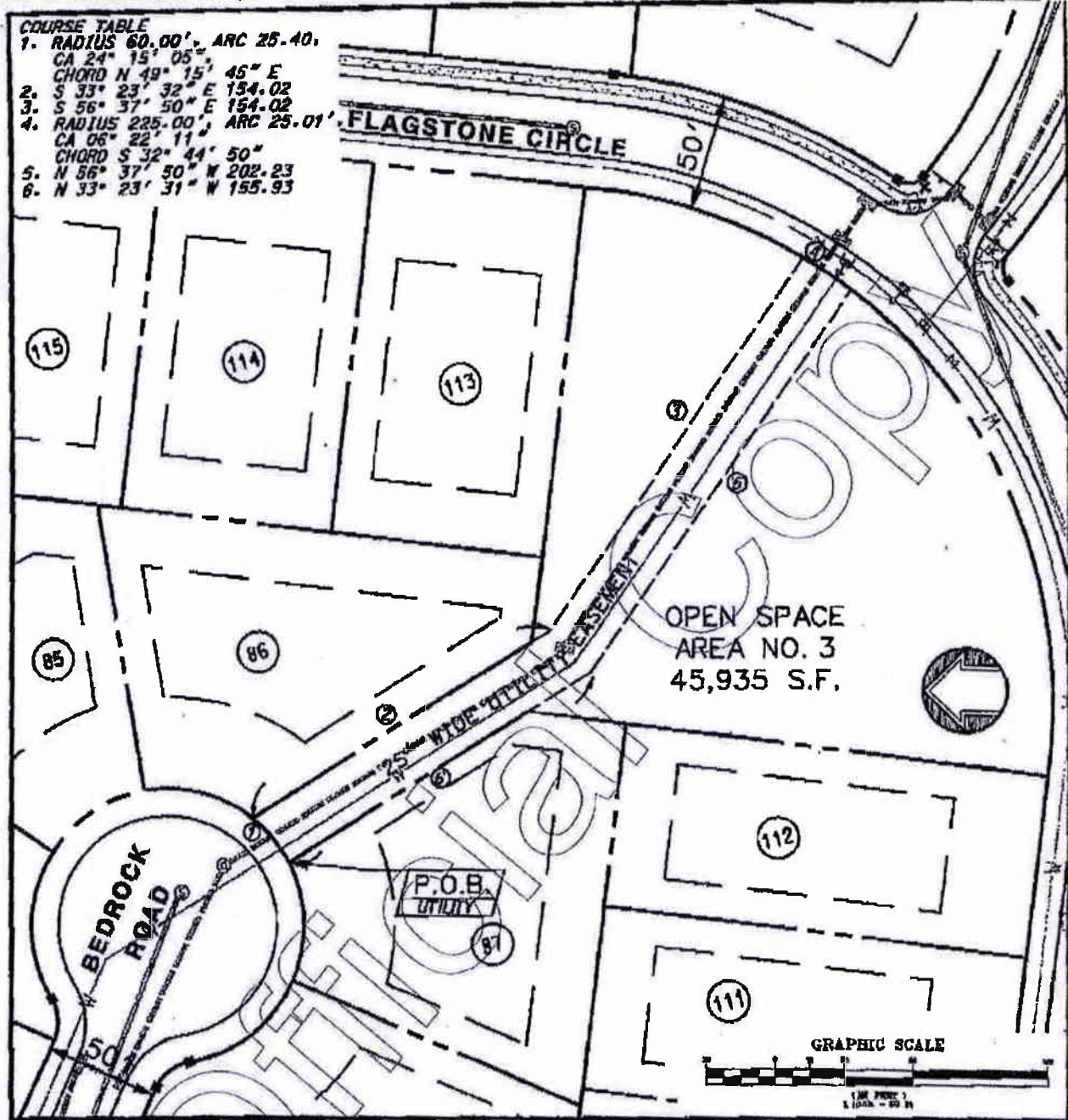
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10491583

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- COURSE TABLE**
1. RADIUS 60.00', ARC 25.40.
CA 24° 15' 05"
CHORD N 49° 15' 45" E
 2. S 33° 23' 32" E 154.02
 3. S 56° 37' 50" E 154.02
 4. RADIUS 225.00', ARC 25.01'
CA 06° 22' 11"
CHORD S 32° 44' 50"
 5. N 56° 37' 50" W 202.23
 6. N 33° 23' 31" W 155.93

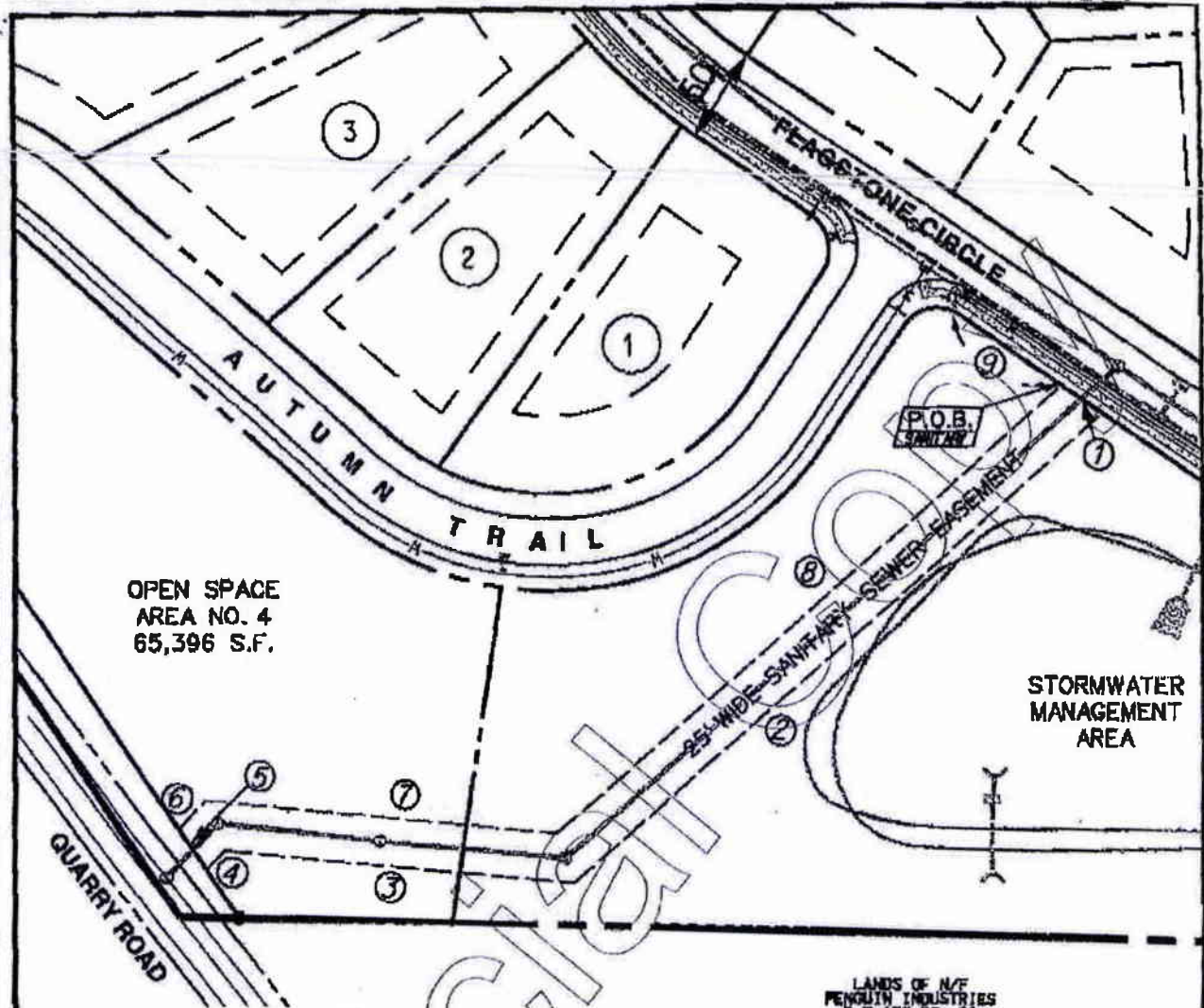


	DRAWING NAME: UTILITY EASEMENT THROUGH OPEN SPACE 3		
	PROJECT NAME: QUARRY RIDGE		
SADSBUURY TOWNSHIP, CHESTER CO., PA			
SCALE: 1"=60'	DRAWN BY: JMD/LAR	PROJECT NUMBER: 1997-081	SHEET
CHKD BY: JTH	APPROV. BY: RRH	DATE: 12/07/04	1 OF 1

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Page 3 of 10
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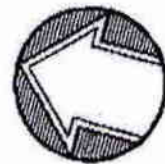
OPEN SPACE
AREA NO. 4
65,396 S.F.

STORMWATER
MANAGEMENT
AREA

LANDS OF N/F
PENGUIN INDUSTRIES
D.B. 159 PG. 92

COURSE TABLE

- 1. S 17° 45' 03" W 27.21
- 2. N 57° 26' 06" W 369.20
- 3. N 11° 00' 08" W 183.18
- 4. N 63° 29' 21" W 13.86
- 5. N 39° 52' 13" E 25.70
- 6. S 63° 29' 21" E 20.25
- 7. S 11° 00' 08" E 184.73
- 8. S 57° 38' 30" E 351.56
- 9. S 17° 45' 03" W 66.24



DRAWING NAME: SANITARY SEWER EASEMENT			
PROJECT NAME: QUARRY RIDGE SADSBURY TOWNSHIP, CHESTER CO., PA			
SCALE: 1" = 80'	DRAWN BY: JMD/LAR	PROJECT NUMBER: 1997-081	SHEET: 1 of 1
CHECKED BY: JTR	APPROVED BY: RRH	DATE: 12/07/04	



Nave Newell No. 1997-081.05

**DESCRIPTION OF PROPERTY
UTILITY EASEMENT THROUGH OPEN SPACE 3
PORTION OF THE LANDS NOW OR FORMERLY OF
COSMOS DEVELOPMENT CO., INC.
TAX MAP 37, BLOCK 4, UNITS 53.78
SADSBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, more particularly described herein, and shown as "25' Wide Utility Easement" on a plan set entitled "Final Land Development/Subdivision Plans for Quarry Ridge Subdivision", prepared by Nave Newell, Inc., prepared for Cosmos Development Company, dated October 6, 1997, last revised October 26, 1999, bounded and described as follows:

BEGINNING AT A POINT on the curved southeasterly right-of-way line of a cul-de-sac at the easterly terminus of Bedrock Road (50.00 feet wide) where the same is intersected by the division line between Open Space 3 (UPI# 37-4-53.78) and Lot 87 (UPI# 37-4-53.57) and from said beginning point runs; thence, along the curved southeasterly right-of-way line of said cul-de-sac at the easterly terminus of Bedrock Road,

- (1.) Along the arc of a circle, curving to the left, having a radius of 60.00 feet, a central angle of $24^{\circ} 15' 05''$ and an arc length of 25.40 feet, said arc subtended by a chord bearing North $49^{\circ} 15' 45''$ East, a chord distance of 25.21 feet to a point, corner to Lot 86 (UPI# 37-4-53.56); thence, along the same and through said Open Space 3,
- (2.) South $33^{\circ} 23' 31''$ East, a distance of 154.02 feet to a point; thence, continuing through Open Space 3,
- (3.) South $58^{\circ} 37' 50''$ East, a distance of 198.82 feet to a point on the curved northwesterly right-of-way line of Flagstone Circle (50.00 feet wide); thence, along the same,
- (4.) Along the arc of a circle, curving to the right, having a radius of 225.00 feet, a central angle of $06^{\circ} 22' 11''$ and an arc length of 25.01 feet, said arc subtended by a chord bearing South $32^{\circ} 44' 50''$ West, a chord distance of 25.00 feet to a point; thence, returning through said Open Space 3,



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Nave Newell, Inc.
Engineers • Surveyors • Landscape Architects

357 South Gulph Road • Suite 300 • King of Prussia, PA 19406 • Tel: 610/265-8323 • Fax: 610/265-4299
Two Executive Campus • Suite 120 • Cherry Hill, NJ 08002 • Tel: 856/668-8300 • Fax: 856/668-8301
www.navenewell.net

EXHIBIT "B"
Page 1 of 4



- (5.) North 66° 37' 50" West, a distance of 202.23 feet to a point; thence, continuing through the same and along said Lot 87,
- (6.) North 33° 23' 31" West, a distance of 155.93 feet to the point and place of beginning.

SAID ABOVE DESCRIBED tract of land containing within said bounds 0.2031 acres, more or less.

Date: December 7, 2004

Robert R. Heggan, Jr.
Professional Land Surveyor
Pennsylvania License No. SU-043968-R

PA:07Proj197081\DESCUTIL EASE 093.doc

Unofficial Copy



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Nave Newell No. 1997-081.05

**DESCRIPTION OF PROPERTY
SANITARY SEWER EASEMENT
THROUGH OPEN SPACE 4 AND STORMWATER MANAGEMENT AREA
PORTION OF THE LANDS NOW OR FORMERLY OF
COSMOS DEVELOPMENT CO., INC.
TAX MAP 37, BLOCK 4, UNITS 53.39 & 53.41
SADSBURY TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, more particularly described herein, and shown as "Stormwater Management Easement" on a plan set entitled "Final Land Development/Subdivision Plans for Quarry Ridge Subdivision", prepared by Nave Newell, Inc., prepared for Cosmos Development Company, dated October 6, 1997, last revised October 26, 1999, bounded and described as follows:

BEGINNING AT A POINT on the northwesterly right-of-way line of Flagstone Circle (50.00 feet wide), said point being on a course of South 17° 45' 04" West, distant 66.24 feet from a tangency point with an arc joining the same with the southwesterly right-of-way line of Autumn Trail (50.00 feet wide) and from said beginning point runs; thence, along the northwesterly right-of-way line of Flagstone Circle,

- (1.) South 17° 45' 03" West, a distance of 27.21 feet to a point; thence, through the Stormwater Management Area adjacent to Lot 71 (UPI# 37-4-53.41),
- (2.) North 57° 26' 06" West, a distance of 369.20 feet to a point; thence, continuing through the same and through Open Space 4 (UPI# 37-4-53.39),
- (3.) North 11° 00' 08" West, a distance of 183.18 feet to a point; thence, continuing through said Open Space 4,
- (4.) North 63° 29' 21" West, a distance of 13.86 feet to a point on the southeasterly ultimate right-of-way line of Quarry Road (T-399, width varies); thence, along the same,



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1

Nave Newell, Inc.
Engineers • Surveyors • Landscape Architects

357 South Gulph Road • Suite 300 • King of Prussia, PA 19406 • Tel: 610/265-8323 • Fax: 610/265-4299
Two Executive Campus • Suite 170 • Cherry Hill, NJ 08002 • Tel: 856/666-8300 • Fax: 856/668-8301
www.navenewell.net

EXHIBIT "B"
Page 3 of 4



- (5.) North 39° 52' 13" East, a distance of 25.70 feet to a point; thence, returning through said Open Space 4,
- (6.) South 63° 29' 21" East, a distance of 20.25 feet to a point; thence, continuing through the same and through said Stormwater Management Area,
- (7.) South 11° 00' 08" East, a distance of 184.73 feet to a point; thence, continuing through said Stormwater Management Area,
- (8.) South 57° 38' 30" East, a distance of 351.56 feet to the point and place of beginning.

SAID ABOVE DESCRIBED tract of land containing within said bounds 0.3277 acres, more or less.

Date: December 7, 2004

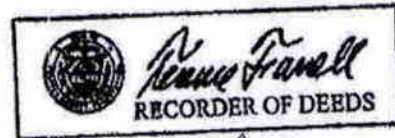
Robert R. Heggari, Jr.
Professional Land Surveyor
Pennsylvania License No. SU-043968-R

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10491583
Page 14 of 14
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RETURN TO

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



UPI 37-4-235

BEING PART OF U.P.I. #37-4-40/34-4-235

**GRANT AND DEDICATION OF SANITARY SEWER
AND STORM WATER EASEMENTS**

SADSBURY ASSOCIATES, L.P.
(Grantor)

SADSBURY TOWNSHIP
(Grantee)

Rh
25/2
29/5
MSA

Unofficial

This Document Recorded
10/19/2008
02:48PM
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10897152
Receipt #: 312831
Rec Fee: 70.50



10897152
Page 1 of 25
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LAMB MCERLANE

10/19/2008 02:48P

**GRANT AND DEDICATION OF SANITARY SEWER
AND STORM WATER EASEMENTS**

This grant and dedication of sanitary sewer and storm water easements made this 19th day of September, 2006 between **SADSBURY ASSOCIATES, L.P.**, a Pennsylvania Limited Partnership, with its principal place of business at 1380 Wilmington Pike, Suite 207, West Chester, PA 19382, of the one part (hereinafter called "Grantor") and **SADSBURY TOWNSHIP**, a Second Class Township situate in Chester County, Pennsylvania, of the other part (hereinafter called "Grantee").

WHEREAS, on May 14, 2002, the Board of Supervisors of Sadsbury Township, Chester County, Pennsylvania, approved a final subdivision plan for a residential development known as Sadsbury Village situate in Sadsbury Township, Chester County, Pennsylvania, which plan dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, has been recorded in the office of the recorder of Deeds of Chester County as Plan #16221, and

WHEREAS, on May 14, 2002, Grantor executed a certain Declaration of Covenants, Conditions and Restrictions for Sadsbury Village, a planned community which Declaration has been recorded in the Office of the Recorder of Deeds of Chester County in Record Book 5283 at page 56, and

WHEREAS, pursuant to sections 4.9.5, 4.9.6 and 4.9.7 of said Declaration,, certain sanitary sewer and drainage easements are to be dedicated to and/or reserved for the benefit of the Grantee.

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration, the Grantor does hereby grant, sell, and convey unto the Grantee, its successors and



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LAW & MCERLANE

10/19/2006 02:46P

assigns, the sanitary sewer and storm water easements as described in the attached exhibits for the following uses and purposes:

(1) a right of access, ingress and egress for the purpose of inspecting and/or repairing and replacing all storm water management facilities, and (2) a right of access, ingress and egress for constructing, inspecting, repairing and replacing underground sanitary sewer lines.

The easements, rights and privileges granted herein are exclusive to the Grantee and Grantor covenants that it will not convey any other easements or conflicting rights within the areas covered by this grant. The Grantor vouches that it has full right and authority to dispose and dedicate the easements set forth herein and further covenants to defend the same against lawful claims of all other persons. Grantor likewise warrants that the easements granted hereunder shall be perpetual and free and clear of all liens and encumbrances and Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the easements and rights hereby granted.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the date and year first above written.

SADSBURY ASSOCIATES, L.P., a
Pennsylvania Limited Partnership

By: T.R. White, Inc., General Partner

T.R. WHITE, INC. General Partner

By:


T. Randy White, President



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RESOLUTION

The foregoing Grant and Dedication of sanitary sewer and storm water easements is hereby accepted by Sadsbury Township at a meeting held September 19 2006.

BOARD OF SUPERVISORS OF
SADSBURY TOWNSHIP

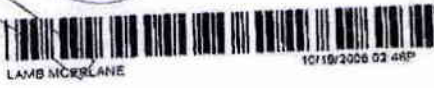
By: [Signature]
Chairman

[Signature]
Vice Chairman

[Signature]
Member

Attest:
[Signature]
Secretary

Unofficial



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COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF CHESTER

On this, the 15th day of September, 2006 before me, the undersigned officer, personally appeared Todd R. White, President of T.R. White, Inc, General Partner of Sadsbury Associates, L.P. who acknowledged himself to be the President of the General Partner of Sadsbury Associates, L.P., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by himself as President of the General Partner, T.R. White, Inc..

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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn V. Schmidt, Notary Public
Birmingham Twp., Chester County
My Commission Expires Aug. 31, 2008
Member, Pennsylvania Association Of Notaries



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Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (610) 918-9004 * Fax (610) 918-9005

LEGAL DESCRIPTION
OF
20 FEET WIDE SANITARY SEWER EASEMENT
SADSBURY ASSOCIATES L.P.
(OVER LANDS NOW OR LATE OF FRANK WICK)
FOR
T. R. WHITE

All that certain 20 feet wide sanitary sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on "Preliminary/Final Subdivision Plan", Dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Plan File 16221, being more particularly described as follows:

Beginning at a point in line of lands now or late of Frank Wick (U.P.I. No 37-4-39.1), said point being located the following three (3) courses and distances from a point at the southwesterly right-of-way line of Green Hill Road where the same intersects with line of lands now or late of Aim Development Corporation (U.P.I. No 37-4-41): 1) Along said southwesterly right-of-way line of Greenhill Road North $57^{\circ}51'16''$ West, a distance of 85.37 feet to the beginning of a curve concave to the north having a radius of 60.00 feet and a central angle of $102^{\circ}37'00''$ and being subtended by a chord which bears North $71^{\circ}55'18''$ West 93.66 feet; 2) Continuing along said right-of-way southwesterly, westerly, northwesterly and northerly along said curve, a distance of 107.46 feet to a point of cusp, the southeasterly corner of a 20 feet wide sanitary sewer easement as shown on said plan; thence along the southeasterly side of said 20 feet wide sanitary sewer easement, through Lot 3 as shown on said plan South $47^{\circ}54'17''$ West, a distance of 112.90 feet to the true point of beginning; **thence** through lands now or late of said Frank Wick the following ten (10) courses and distances: 1) South $47^{\circ}54'17''$ West, 14.42 feet to a point; 2) North $70^{\circ}13'34''$ West, 270.49 feet to a point; 3) North $47^{\circ}35'16''$ West, 187.47 (erroneously shown on said plan as 187.37) feet to a point; 4) South $73^{\circ}26'17''$ West, 80.19 feet to a Point on the easterly side of an existing 20 feet wide sanitary sewer easement; 5) Along said easement North



LAMB MCERLANE

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09°23'08" East, 12.93 feet to a point; 6) Continuing along said easement North 18°29'07" West, 8.36 feet to a point; 7) Leaving said easement North 73°47'29" East, 86.45 feet to a point; 8) South 47°35'16" East, 194.38 feet to a point; 9) South 70°14'49" East, 254.28 feet to a point; and 10) North 47°54'17" East, 6.19 feet to a point in line of Lot 3 as shown on said plan; thence along said Lot 3 South 31°27'12" East, 20.35 feet to the Point and Place of Beginning.

Containing: 0.250 acres of land be the same more or less.

Being: 20 feet wide sanitary sewer easement as shown on said plan.

Being: 20 feet wide sanitary sewer easement as shown on Exhibit "A" as attached hereto.



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UNOFFICIAL COPY

EXISTING 20' WIDE SANITARY SEWER EASEMENT FOR LOCAL SEWERAGE BY LINED TRENCH & TRENCH TIED TO WIDE SANITARY SEWER LINE PASSING THROUGH THE LAND OF FRANK WICK



PROPOSED 20' WIDE SANITARY SEWER EASEMENT

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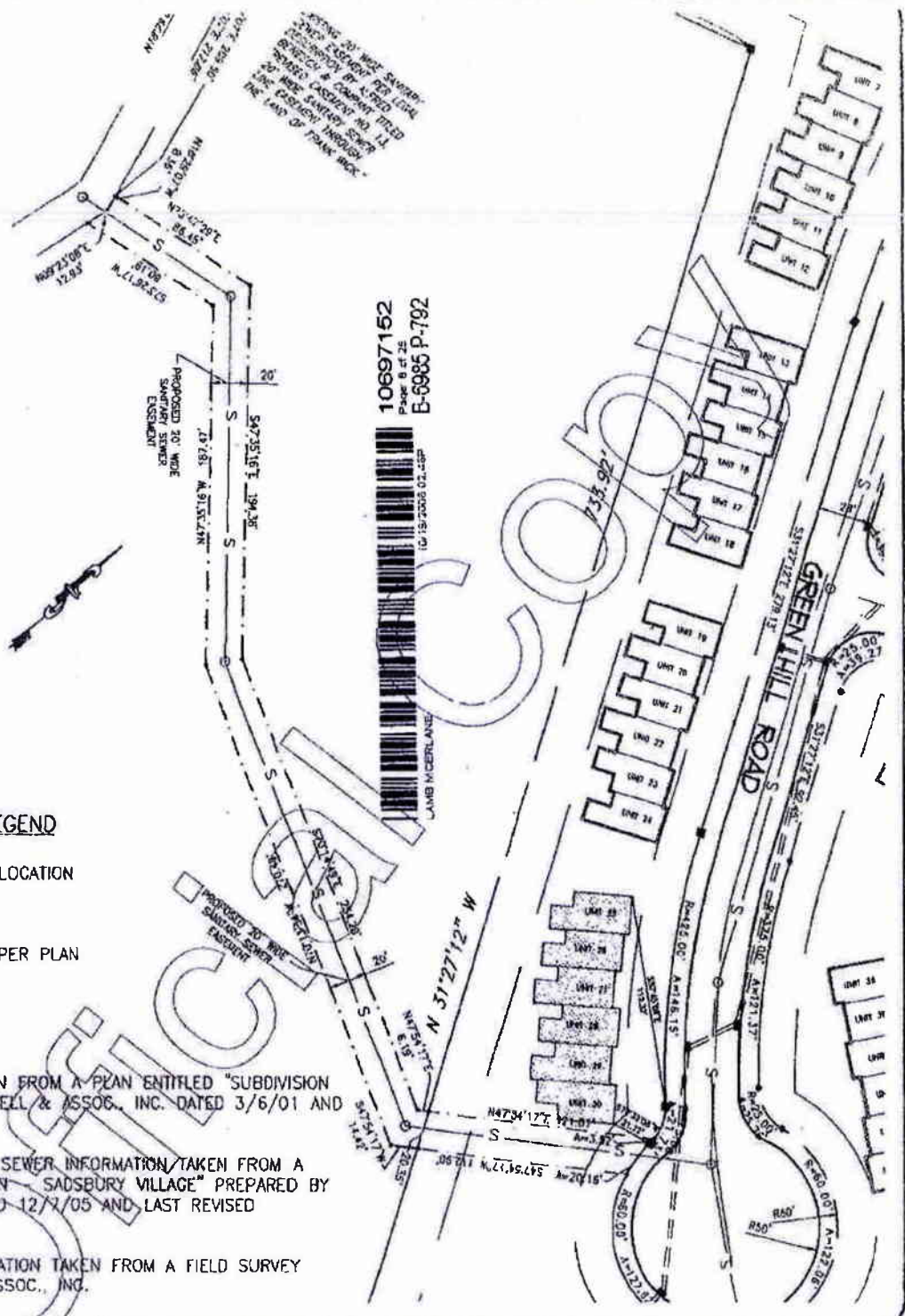
EXHIBIT "A"

TOWNHOUSE HATCH LEGEND

-  AS-BUILT TOWNHOUSE LOCATION (SEE NOTE 3)
-  TOWNHOUSE LOCATION PER PLAN (SEE NOTE 1)

GENERAL NOTES:

1. BASE PLAN INFORMATION TAKEN FROM A PLAN ENTITLED "SUBDIVISION PLAN" PREPARED BY D.L. HOWELL & ASSOC., INC. DATED 3/6/01 AND LAST REVISED 3/15/02.
2. AS-BUILT STORM & SANITARY SEWER INFORMATION/TAKEN FROM A PLAN ENTITLED "AS-BUILT PLAN SADBURY VILLAGE" PREPARED BY WEBER SURVEYORS, INC. DATED 12/7/05 AND LAST REVISED 5/10/06.
3. TOWNHOUSE AS-BUILT INFORMATION TAKEN FROM A FIELD SURVEY PREPARED BY WILKINSON & ASSOC., INC.



PROJECT NO.: 1125	REVISIONS: ✓ REVISION PER NOTE #3
PLOTTED ON: 8/31/06	20 FEET WIDE SANITARY SEWER EASEMENT OVER LANDS NOW OR LATE OF FRANK WICK
DRAWING NO.:	CLIENT: SADBURY ASSOCIATES L.P. PROJECT: LINCOLN HIGHWAY - ROUTE 30 LOCATION: SADBURY TOWNSHIP, CHESTER COUNTY, PA

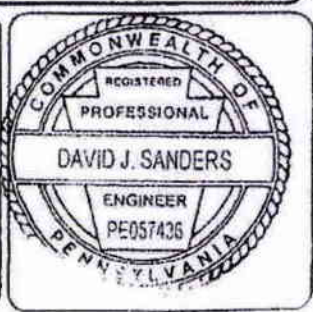
DATE: 8/9/06 SCALE: 1"=80'
DRAWN BY: JDS CHECKED BY: DJS
CAD FILE: \\1125Rev0As-builts\C1.dwg

DH *D. L. Howell & Associates, Inc.*
CIVIL, SURVEYING / ENVIRONMENTAL / LAND PLANNING

5100 Independence Blvd
Philadelphia, Pennsylvania 19106
610-678-0000
610-678-0000 FAX

511 WOOD VILLAGE DRIVE
SUITE 100
STONEY BROOK, PA 19080
610-666-8878
610-666-8878 FAX

50 Chestnut Club Bank
SUITE 100
CHESLER, PA 19024
610-678-0117
610-678-0117 FAX



Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (610) 918-9004 * Fax (610) 918-9005

LEGAL DESCRIPTION
OF

20 FEET WIDE SANITARY SEWER EASEMENT
SADSBURY ASSOCIATES L.P.

(EXTENDING FROM THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOX TRAIL,
NORTHEASTERLY ALONG AIM DEVELOPMENT CORPORATION, AND NORTHWESTERLY
ALONG VARIOUS OWNERS)

FOR
T. R. WHITE

All that certain 20 feet wide sanitary sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on "Preliminary/Final Subdivision Plan", Dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Plan File 16221, being more particularly described as follows:

Beginning at a point on the northeasterly right-of-way line of Fox Trail (50 feet wide) as shown on said plan, in line of lands now or late of Aim Development Corporation (U.P.I. No. 37-4-41); **thence** from said point of beginning along the said northeasterly right-of-way line North 33°13'05" West, a distance of 20.00 feet to a point; **thence** through Lot 3 as shown on said plan the following three (3) courses and distances: 1) North 56°46'55" East 86.13 feet to a point; 2) North 32°42'30" West 514.18 feet to a point; and 3) North 57°16'55" East 20.00 feet to a point in line of lands now or late of Anthony J. Dipietrantonio; **thence** along said lands and various other owners South 32°43'05" East 534.01 feet to an iron pin found, a corner of Ronald E. & Sherry L. Weaver, in line of lands of aforesaid Aim Development Corporation; **thence** along said lands South 56°46'55" West 106.04 feet to the Point and Place of Beginning.

Containing: 12,426 square feet of land be the same more or less.
Being: 20 feet wide sanitary sewer easement as shown on said plan.

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LAMB MCBRLANE

10/19/2005 02:46P

Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (610) 918-9004 * Fax (610) 918-5005

LEGAL DESCRIPTION
OF

20 FEET WIDE SANITARY SEWER EASEMENT
SADSBURY ASSOCIATES L.P.

(LOCATED SOUTH OF UNIT #30, EXTENDING SOUTHWESTERLY FROM THE WESTERLY
RIGHT-OF-WAY LINE OF THE CUL-DE-SAC AT THE SOUTHERLY TERMINUS OF GREEN
HILL ROAD, TO LANDS NOW OR LATE OF FRANK WICK)

FOR
T. R. WHITE

All that certain 20 feet wide sanitary sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on "Preliminary/Final Subdivision Plan", Dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Plan File 1622/1, being more particularly described as follows:

Beginning at a point on the southwesterly right-of-way line of Green Hill Road, said point being located the following two (2) courses and distances from a point at the southwesterly right-of-way line of said Green Hill Road where the same intersects with line of lands now or late of Aim Development Corporation (U.P.I. No. 37-4-41): 1) North 57°51'16" West, a distance of 85.37 feet to the beginning of a curve concave to the north having a radius of 60.00 feet and a central angle of 102°37'00" and being subtended by a chord which bears North 71°55'18" West 93.66 feet; and 2) Southwesterly, westerly, northwesterly and northerly along said curve, a distance of 107.46 feet to a point of cusp, the true point and place of beginning; **thence** through Lot 3 as shown on said plan South 47°54'17" West, a distance of 112.90 feet to a point in line of lands now or late of Frank Wick; thence along said lands North 31°27'12" West, a distance of 20.35 feet to a point; thence through said Lot 3 North 47°54'17" East, a distance of 121.61 feet to a point on the southwesterly right-of-way line of Green Hill Road, a point of cusp on a curve concave to the west having a radius of 25.00 feet and a central angle of 08°04'27" and being subtended by a



chord which bears South 05°24'08" East 3.52 feet; thence along the southwesterly right-of-way line of said Green Hill Road the following two (2) courses and distances: 1) Southerly along said curve, a distance of 3.52 feet to a point of reverse curvature; and 2) Southerly a distance of 20.16 feet along the arc of said curve concave to the east having a radius of 60.00 feet and a central angle of 19°14'54" to the Point and Place of Beginning.

Containing: 2,331 square feet of land be the same more or less.
Being: 20 feet wide sanitary sewer easement as shown on said plan.



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Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (610) 918-9004 Fax (610) 918-9005

LEGAL DESCRIPTION
OF

20 FEET WIDE SANITARY SEWER EASEMENT
SADSBURY ASSOCIATES L.P.

(EXTENDING FROM THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREEN HILL ROAD,
NORTHEASTERLY AND NORTHERLY THROUGH OPEN SPACE #3, TO THE SOUTHERLY
RIGHT-OF-WAY LINE OF BROAD MEADOW DRIVE)

FOR

T. R. WHITE

All that certain 20 feet wide sanitary sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on "Preliminary/Final Subdivision Plan", Dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Plan File 16221, being more particularly described as follows:

Beginning at a point at the southeasterly corner of Green Hill Road in line of lands now or late of Aim Development Corporation (U.P.I. No. 37-4-41); **thence** from said point of beginning along the northeasterly right-of-way line of Green Hill Road (50 feet wide), North 57°51'16" West, a distance of 22.00 feet to a point; thence through Lot 3 the following two (2) courses and distances: 1) North 56°46'55" East, a distance of 402.13 feet to a point; and 2) North 20°55'06" West, a distance of 220.01 feet to a point on the southerly right-of-way line of Broad Meadow Drive (50 feet wide), a point of cusp on a curve concave to the north having a radius of 625.00 feet and a central angle of 01°50'01" and being subtended by a chord which bears North 68°45'00" East 20.00 feet; thence along said right-of-way line easterly along said curve, an arc distance of 20.00 feet to a point of cusp; thence through said Lot 3, South 20°55'06" East, a distance of 236.23 feet to a point in line of lands now or late of aforesaid Aim Development Corporation; thence along said lands South 56°46'55" West, a distance of 409.07 feet to the Point and Place of Beginning.

Containing: 0.291 acres of land be the same more or less.



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Being: 20 feet wide sanitary sewer easement as shown on said plan.

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Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (310) 918-9004 * Fax (310) 918-9005

LEGAL DESCRIPTION
OF
20 FEET WIDE STORM SEWER EASEMENT
SADSBURY ASSOCIATES L.P.
(LOCATED BETWEEN UNITS #63 AND #64, ON THE NORTHEASTERLY SIDE OF FOX
TRAIL)
FOR
T. R. WHITE

All that certain 20 feet wide storm sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on "Preliminary/Final Subdivision Plan", Dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Plan File 16221, being more particularly described as follows:

Beginning at a point on the northeasterly right-of-way line of Fox Trail (50 feet wide) as shown on said plan, said point being located the following two (2) courses and distances along said northeasterly right-of-way line from an intersection with line of lands now or late of Aim Development Corporation (U.P.I. No. 37-4-41): 1) North $33^{\circ}13'05''$ West, a distance of 271.83 feet to a point of curvature; and 2) Northwesterly an arc distance of 30.73 feet along the curve to the left, having a radius of 275.00 feet and a central angle of $06^{\circ}24'08''$ to the true point of beginning, a point of compound curvature; **thence** from said true point of beginning, continuing along said right-of-way line northwesterly a distance of 20.10 feet along the arc of said curve to the left having a radius of 275.00 feet and a central angle of $04^{\circ}11'16''$ to a point of cusp; **thence** through Lot 3 as shown on said plan the following three (3) courses and distances: 1) North $53^{\circ}53'20''$ East, a distance of 21.28 feet to a point; 2) South $36^{\circ}06'40''$ East, a distance of 20.00 feet to a point; and 3) South $53^{\circ}53'20''$ West, a distance of 19.32 feet to the Point and Place of Beginning.

Containing: 404 square feet of land be the same more or less.
Being: 20 feet wide storm sewer easement as shown on said plan.



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Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (610) 918-9004 * Fax (610) 918-9005

LEGAL DESCRIPTION
OF
20 FEET WIDE STORM SEWER EASEMENT
SADSBURY ASSOCIATES L.P.
(LOCATED BETWEEN UNITS #86 AND #87, ON THE NORTHERLY SIDE
OF BROAD MEADOW DRIVE)

FOR
T. R. WHITE

All that certain 20 feet wide storm sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on "Preliminary/Final Subdivision Plan", Dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Plan File 16221, being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Broad Meadow Drive (50 feet wide) as shown on said plan, said point being located the following four (4) courses and distances along said right-of-way line from the northerly end of a radius return formed by the intersection of the northwesterly right-of-way line of said Broad Meadow Drive and the southwesterly right-of-way line of Fox Trail (50 feet wide) as shown on said plan from which the radius point bears South 50°21'14" West: 1) Southeasterly, southerly and southwesterly a distance of 42.07 feet along the curve concave to the west, having a radius of 25.00 feet and a central angle of 96°26'25" to a point of tangency; 2) South 56°46'55" West, a distance of 9.19 feet to a point of curvature; 3) Southwesterly and westerly an arc distance of 289.72 feet along the curve to the right, having a radius of 575.00 feet and a central angle of 28°52'07" to a point of tangency; and 4) South 85°39'02" West 110.81 feet to the true point of beginning; **thence** from said true point of beginning continuing along said right-of-way line South 85°39'02" West, a distance of 20.77 feet to a point; thence through Lot 3 as shown on said plan the following three (3) courses and distances: 1) North 20°00'09" West, a distance of 121.63 feet to a point; 2) North 69°59'51" East, a distance of 20.00 feet to a



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point; and 3) South 20°00'09" East, a distance of 127.23 feet to the Point and Place of Beginning.

Containing: 2,489 square feet of land be the same more or less.
Being: 20 feet wide storm sewer easement as shown on said plan.

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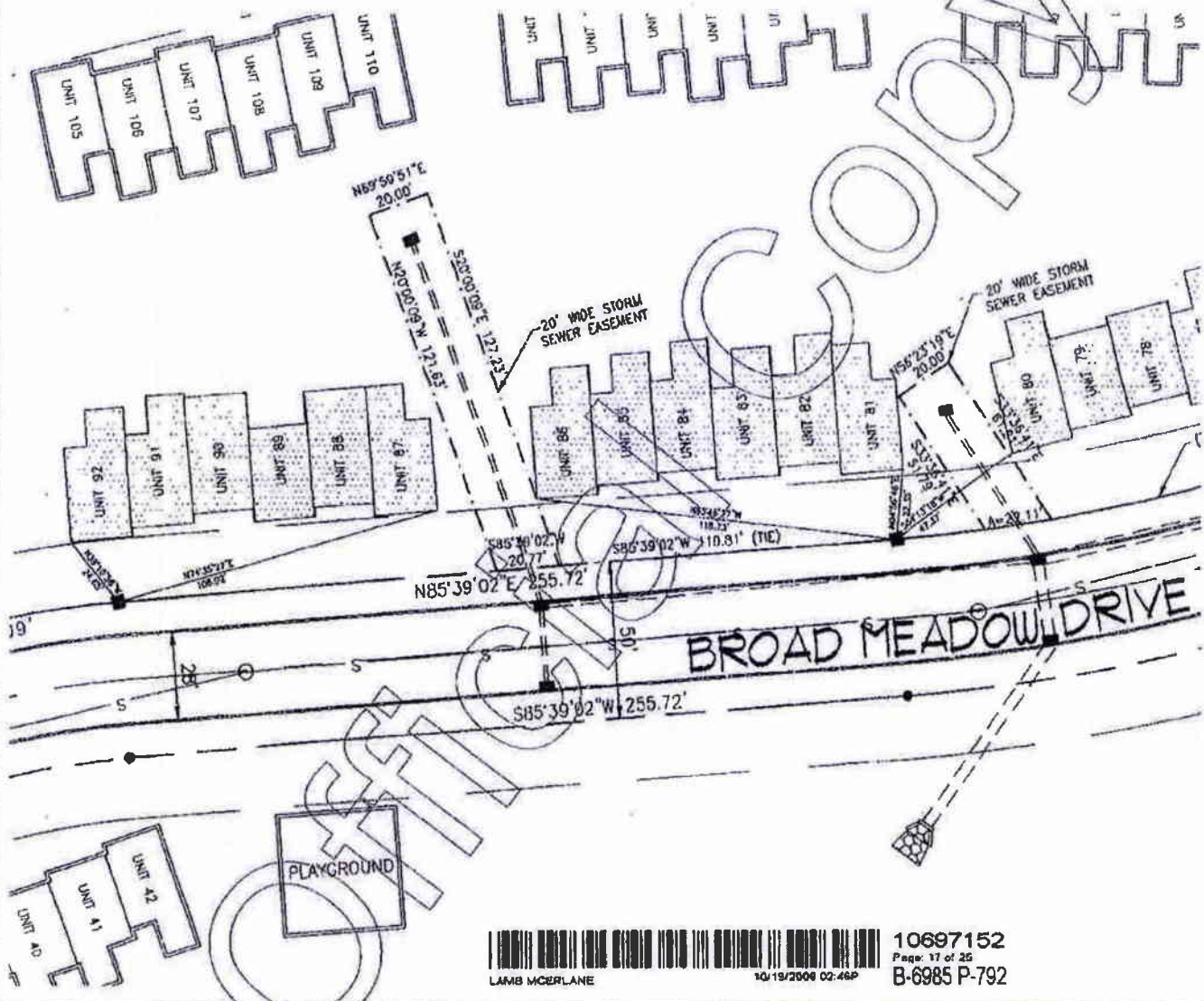
EXHIBIT "A"

GENERAL NOTES:


TOWNHOUSE HATCH LEGEND

-  AS-BUILT TOWNHOUSE LOCATION (SEE NOTE 3)
-  TOWNHOUSE LOCATION PER PLAN (SEE NOTE 1)

1. BASE PLAN INFORMATION TAKEN FROM A PLAN ENTITLED "SUBDIVISION PLAN" PREPARED BY D.L. HOWELL & ASSOC., INC. DATED 3/6/01 AND LAST REVISED 3/15/02.
2. AS-BUILT STORM & SANITARY SEWER INFORMATION TAKEN FROM A PLAN ENTITLED "AS-BUILT PLAN - SADSURY VILLAGE" PREPARED BY WEBER SURVEYORS, INC. DATED 12/7/05 AND LAST REVISED 5/10/06.
3. TOWNHOUSE AS-BUILT INFORMATION TAKEN FROM A FIELD SURVEY PREPARED BY WILKINSON & ASSOC., INC.



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PROJECT NO.: 1125	REVISIONS: 
PLOTTED ON: 8/31/06	20 FEET WIDE STORM SEWER EASEMENT LOCATED BETWEEN UNITS #86 AND #87
DRAWING NO.: 4	CLIENT: SADSURY ASSOCIATES L.P. PROJECT: LINCOLN HIGHWAY - ROUTE 30 LOCATION: SADSURY TOWNSHIP, CHESTER COUNTY, PA

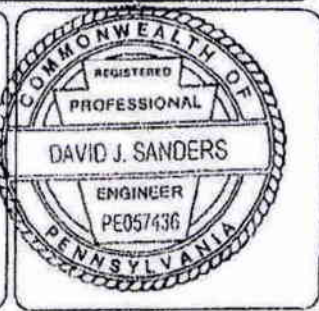
DATE: 8/30/06 SCALE: 1"=50'
 DRAWN BY: JDS CHECKED BY: DJS
 CAD FILE: \1125Rev1As-builts\C1.dwg

DH D. L. Howell & Associates, Inc.
 CIVIL ENGINEERING / ENVIRONMENTAL / LAND PLANNING

1728 MCMEYERS DRIVE
 WEST CHESTER, PA 19380
 610.331.0000
 610.331.0000 FAX

815 WILLY STATE STREET
 SUITE 8
 CHESTERTOWN, PA 19328
 610.444.2000
 610.444.9777 FAX

26 CHESTNUT CREEK DRIVE
 SUITE 100
 DOWNTOWN PHILA, PA 19106
 610.315.1111
 610.315.1111 FAX



Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (610) 918-9004 * Fax (610) 918-9005

LEGAL DESCRIPTION
OF
20 FEET WIDE STORM SEWER EASEMENT
SADSBURY ASSOCIATES L.P.
(LOCATED BETWEEN UNITS #63 AND #64)
FOR
T. R. WHITE

All that certain 20 feet wide storm sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on plan titled "20 Feet Wide Storm Sewer Easement Located Between Units #63 and #64", Dated August 9, 2006, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, being more particularly described as follows:

Beginning at a point, the easterly corner of an existing 20 feet wide storm sewer easement, as shown on said plan, said point being located the following three (3) courses and distances from a point formed by the intersection of the northeasterly right-of-way line of Fox Trail (50 feet wide) as shown on said plan, with line of lands now or late of Aim Development Corporation (U.P.I. No. 37-4-41): 1) along said northeasterly right-of-way line of Fox Trail, North 33°13'05" West, a distance of 271.83 feet to a point of curvature; and 2) Northwesterly an arc distance of 30.73 feet along the curve to the left, having a radius of 275.00 feet and a central angle of 06°24'08" to a point the southerly corner of aforesaid existing storm sewer easement, and 3) along the southeasterly side of said storm sewer easement, North 53°53'20" East, a distance of 19.32 feet to the true point of beginning: **Thence** from said true point of beginning along the northeasterly terminus of said existing storm sewer easement North 36°06'40" West a distance of 20.00 feet to a point: thence through lot 3 the following three (3) courses and distances: 1) North 58°47'48" East, a distance of 71.15 feet to a point; 2) South 31°12'12" East, a distance of 19.93 feet to a point; and 3) South 58°47'48" West, a distance of 69.44 feet to the Point and Place of Beginning.

Containing: 1,400 square feet of land be the same more or less.
Being: 20 feet wide storm sewer easement as shown on said plan.



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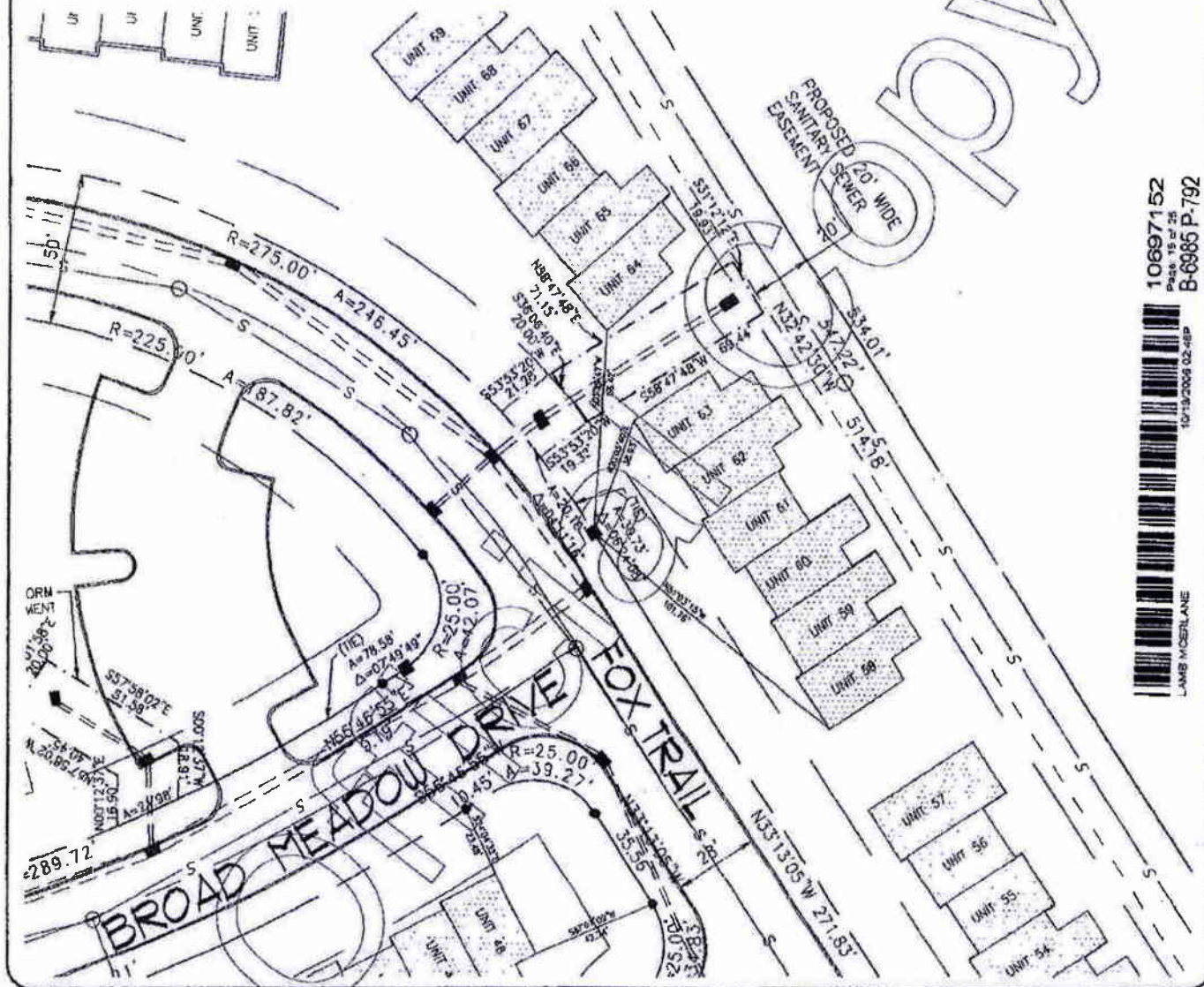
EXHIBIT "A"

GENERAL NOTES:

TOWNHOUSE HATCH LEGEND

-  AS-BUILT TOWNHOUSE LOCATION (SEE NOTE 3)
-  TOWNHOUSE LOCATION PER PLAN (SEE NOTE 1)

1. BASE PLAN INFORMATION TAKEN FROM A PLAN ENTITLED "SUBDIVISION PLAN" PREPARED BY D.L. HOWELL & ASSOC., INC. DATED 3/6/01 AND LAST REVISED 3/15/02.
2. AS-BUILT STORM & SANITARY SEWER INFORMATION TAKEN FROM A PLAN ENTITLED "AS-BUILT PLAN - SADSURY VILLAGE" PREPARED BY WEBER SURVEYORS, INC. DATED 12/7/05 AND LAST REVISED 5/10/06.
3. TOWNHOUSE AS-BUILT INFORMATION TAKEN FROM A FIELD SURVEY PREPARED BY WILKINSON & ASSOC., INC.



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 10/15/2006 02:48P

PROJECT NO.:
 1125
 PLOTTED ON:
 8/31/06
 DRAWING NO.:
 3

REVISIONS:
 1 REVISION PER NOTE #3
 20 FEET WIDE STORM SEWER EASEMENT LOCATED BETWEEN UNITS #63 AND #64
 CLIENT: SADSURY ASSOCIATES L.P.
 PROJECT: LINCOLN HIGHWAY - ROUTE 30
 LOCATION: SADSURY TOWNSHIP, CHESTER COUNTY, PA

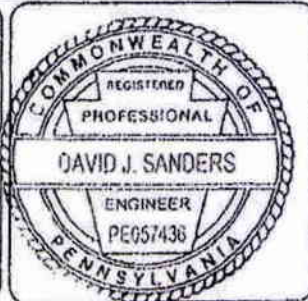
DATE: 8/9/06 SCALE: 1"=50'
 DRAWN BY: JDS CHECKED BY: DJS
 CAD FILE: \1125Rev0As-builts\C1.dwg

D.H. D. L. Howell & Associates, Inc.
 CIVIL, ENVIRONMENTAL / ENVIRONMENTAL / LAND PLANNING

1100 McConomy Drive
 P.O. Box 100
 West Chester, PA 19380
 (610) 699-7100
 (610) 699-7100 FAX

333 West 7th Street
 Suite 100
 Harrisburg, PA 17104
 (717) 644-2222
 (717) 644-9777 FAX

68 COLONY CLAY DRIVE
 Suite 100
 DOWNSBORO, PA 19040
 (610) 811-1100
 (610) 811-0200 FAX



Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (610) 918-9004 * Fax (610) 918-9005

LEGAL DESCRIPTION
OF

20 FEET WIDE STORM SEWER EASEMENT
SADSBURY ASSOCIATES L.P.

(LOCATED EAST OF UNIT #75, ON THE NORTHERLY SIDE OF BROAD MEADOW DRIVE)
FOR
T. R. WHITE

All that certain 20 feet wide storm sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on "Preliminary/Final Subdivision Plan", Dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Plan File 16221, being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Broad Meadow Drive (50 feet wide) as shown on said plan, said point being located the following three (3) courses and distances along said right-of-way line from the northerly end of a radius return formed by the intersection of the northwesterly right-of-way line of said Broad Meadow Drive and the southwesterly right-of-way line of Fox Trail (50 feet wide) as shown on said plan from which the radius point bears South 50°21'14" West: 1) Southeasterly, southerly and southwesterly a distance of 42.07 feet along the curve concave to the west, having a radius of 25.00 feet and a central angle of 96°26'25" to a point of tangency; 2) South 56°46'55" West, a distance of 9.19 feet to a point of curvature; and 3) Southwesterly an arc distance of 78.58 feet along the curve to the right, having a radius of 575.00 feet and a central angle of 07°49'49" to the true point and place of beginning; **thence** continuing along said right-of-way line southwesterly a distance of 21.98 feet along the arc of said curve to the right having a radius of 575.00 feet and a central angle of 02°11'25" to a point of cusp; thence through Lot 3 as shown on said plan the following five (5) courses and distances: 1) North 00°12'37" East, a distance of 16.90 feet to a point; 2) North 57°58'02" West, a distance of 40.45 feet to a point; 3) North 32°01'58" East, a distance of 20.00 feet to a point; 4) South 57°58'02" East, a



distance of 51.58 feet (erroneously shown on said plan as 61.87) to a point;
and 5) South 00°12'37" West, a distance of 18.91 feet to the Point and Place of
Beginning.

Containing: 1,280 square feet of land be the same more or less.

Being: 20 feet wide storm sewer easement as shown on said plan.

Being: 20 feet wide storm sewer easement as shown on Exhibit "A", attached
hereto.

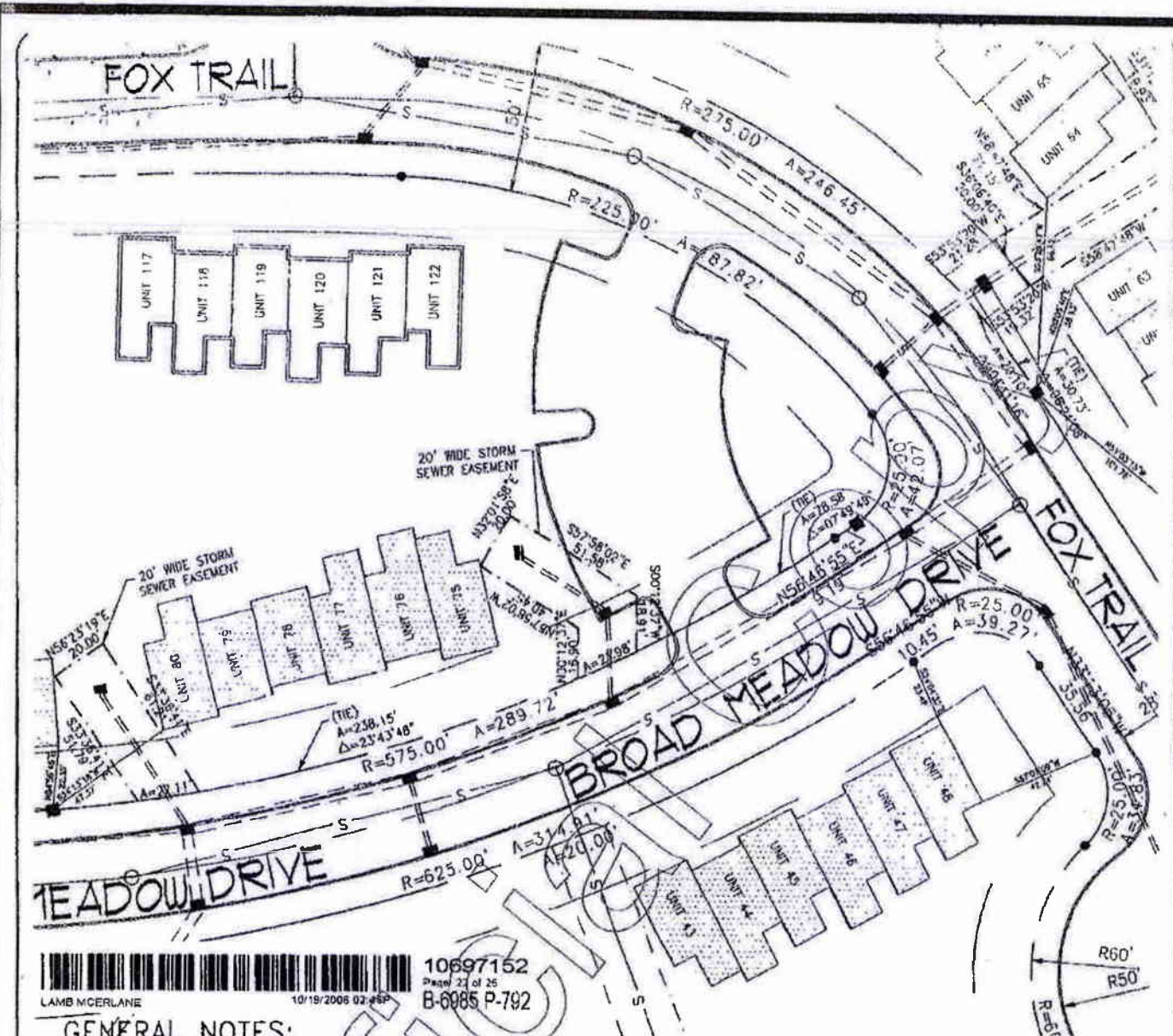
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GENERAL NOTES:

1. BASE PLAN INFORMATION TAKEN FROM A PLAN ENTITLED "SUBDIVISION PLAN" PREPARED BY D.L. HOWELL & ASSOC., INC. DATED 3/6/01 AND LAST REVISED 3/15/02.
2. AS-BUILT STORM & SANITARY SEWER INFORMATION TAKEN FROM A PLAN ENTITLED "AS-BUILT PLAN - SADSBUARY VILLAGE" PREPARED BY WEBER SURVEYORS, INC. DATED 12/7/05 AND LAST REVISED 5/10/06.
3. TOWNHOUSE AS-BUILT INFORMATION TAKEN FROM A FIELD SURVEY PREPARED BY WILKINSON & ASSOC., INC.

EXHIBIT "A"

TOWNHOUSE HATCH LEGEND

- AS-BUILT TOWNHOUSE LOCATION (SEE NOTE 3)
- TOWNHOUSE LOCATION PER PLAN (SEE NOTE 1)

PROJECT NO.:
1125

REVISIONS:
 1. REVISION PER NOTE #3

DATE: 8/9/06

SCALE: 1"=50'

PLOTTED ON:
 8/31/06

20 FEET WIDE STORM SEWER EASEMENT
 LOCATED EAST OF UNIT #75

DRAWN BY: JDS

CHECKED BY: DJS

CAD FILE: \1125Rev0As-built\C1.dwg

DRAWING NO.:
2

CLIENT: SADSBUARY ASSOCIATES L.P.
 PROJECT: LINCOLN HIGHWAY - ROUTE 30
 LOCATION: SADSBUARY TOWNSHIP, CHESTER COUNTY, PA

DH
D. L. Howell & Associates, Inc.
 CIVIL ENGINEERING / ENVIRONMENTAL / LAND PLANNING

1100 Montgomery Avenue
 2ND FLOOR
 WILKES BARRE, PA 18250
 610.842.8800
 610.842.8800 FAX

100 W. 11th Street
 2ND FLOOR
 HARRISBURG, PA 17102
 610.444.2200
 610.444.2277 FAX

10 Country Club Drive
 SUITE 100
 DOVER, PA 17822
 610.346.1170
 610.378.6242 FAX

COMMONWEALTH OF PENNSYLVANIA
 REGISTERED PROFESSIONAL ENGINEER
DAVID J. SANDERS
 PE057436

Howell Kline Surveying, LLC

1195 McDermott Drive, Greenhill Corporate Park, West Chester, PA 19380
Phone: (810) 918-9004 * Fax (810) 918-9005

LEGAL DESCRIPTION
OF
20 FEET WIDE STORM SEWER EASEMENT
SADSBURY ASSOCIATES L.P.
(LOCATED BETWEEN UNITS #80 AND #81, ON THE NORTHERLY SIDE
OF BROAD MEADOW DRIVE)
FOR
T. R. WHITE

All that certain 20 feet wide storm sewer easement in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on "Preliminary/Final Subdivision Plan", Dated March 6, 2001, last revised March 15, 2002, prepared by D.L. Howell & Associates, Inc., Civil Engineers, West Chester, PA, and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Plan File 16221, being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Broad Meadow Drive (50 feet wide) as shown on said plan, said point being located the following three (3) courses and distances along said right-of-way line from the northerly end of a radius return formed by the intersection of the northwesterly right-of-way line of said Broad Meadow Drive and the southwesterly right-of-way line of Fox Trail (50 feet wide) as shown on said plan from which the radius point bears South 50°21'14" West: 1) Southeasterly, southerly and southwesterly a distance of 42.07 feet along the curve concave to the west, having a radius of 25.00 feet and a central angle of 96°26'25" to a point of tangency; 2) South 56°46'55" West, a distance of 9.19 feet to a point of curvature; and 3) Southwesterly and westerly an arc distance of 238.15 feet along the curve to the right, having a radius of 575.00 feet and a central angle of 23°43'48" to the true point of beginning, a point of compound curvature; **thence** from said true point of beginning continuing along said right-of-way westerly an arc distance of 22.11 feet along the arc of said curve to the right having a radius of 575.00 feet and a central angle of 02°12'11" to a point; **thence** through Lot 3 as shown on said plan the following three (3) courses and distances: 1) North 33°36'41" West, a distance of 51.79 feet to a point; 2) North 56°23'19" East, a distance of 20.00 feet to a point; and 3) South 33°36'41"

East, a distance of 61.21 feet to the Point and Place of Beginning.

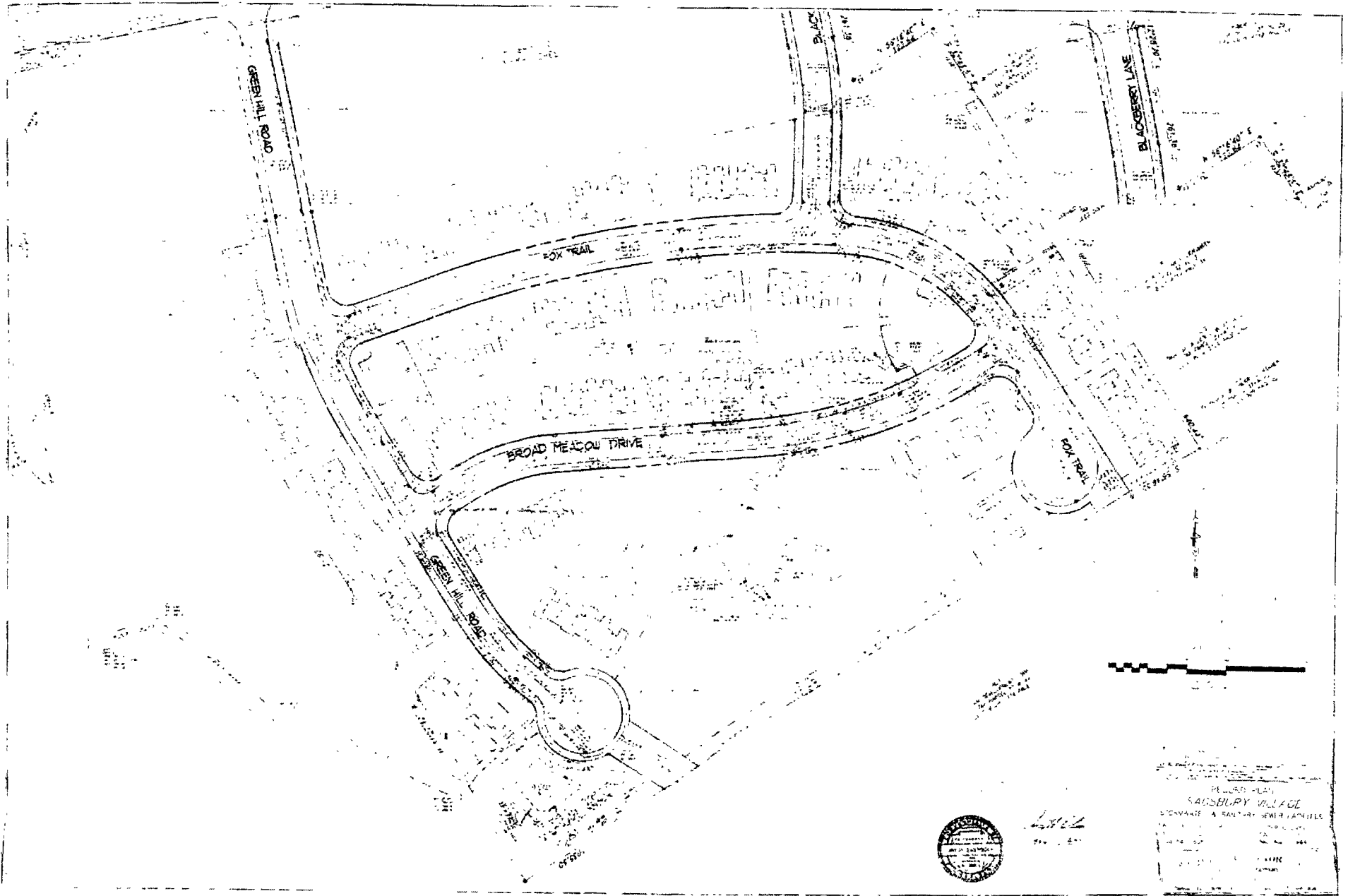
Containing: 1,132 square feet of land be the same more or less.

Being: 20 feet wide storm sewer easement as shown on said plan.

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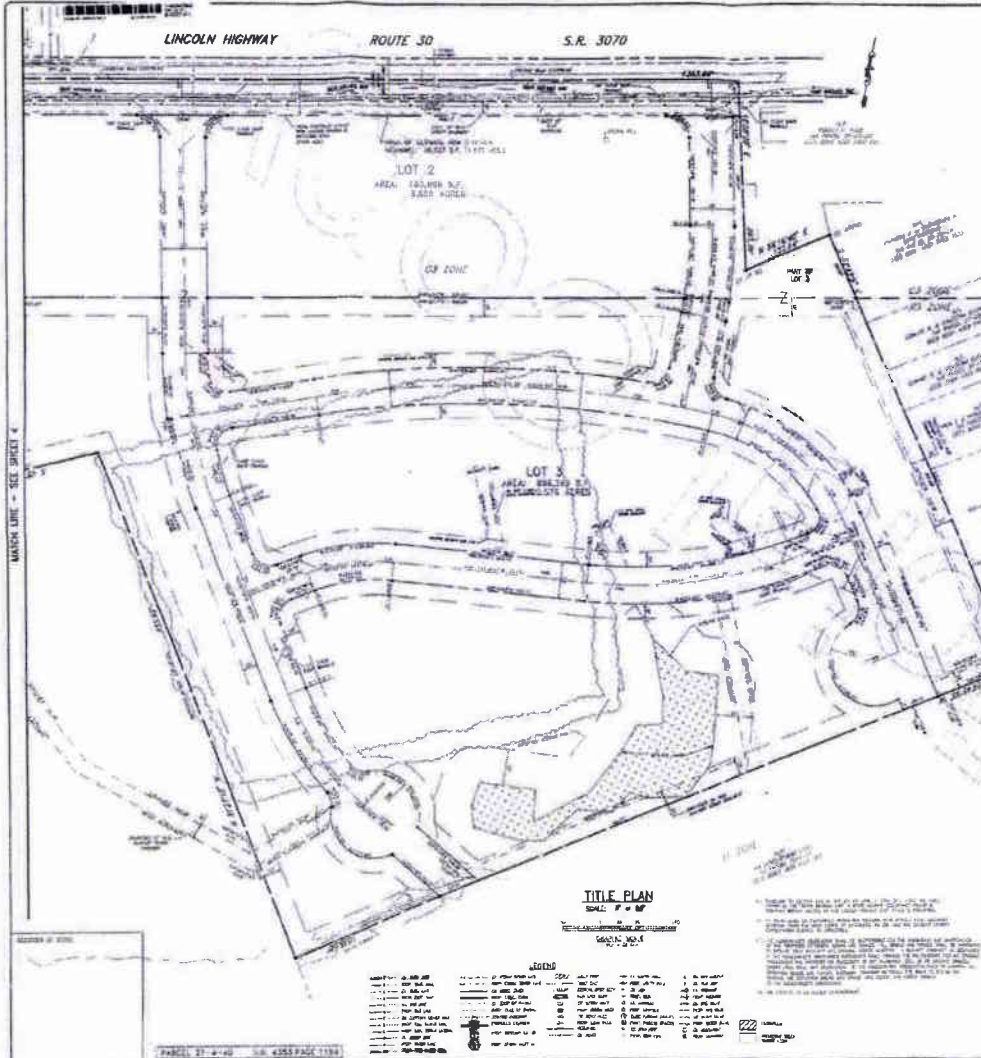


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PLANNING PLAN
SAGSBURY VILLAGE
STORMWATER & SANITARY SEWER FACILITIES





LEGEND

1. 1/2" = 1' (Scale)	2. 1/4" = 1' (Scale)	3. 1/8" = 1' (Scale)	4. 1/16" = 1' (Scale)
5. 1/32" = 1' (Scale)	6. 1/64" = 1' (Scale)	7. 1/128" = 1' (Scale)	8. 1/256" = 1' (Scale)
9. 1/512" = 1' (Scale)	10. 1/1024" = 1' (Scale)	11. 1/2048" = 1' (Scale)	12. 1/4096" = 1' (Scale)

NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

GENERAL NOTES

1. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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12. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CONTRACTOR'S OBLIGATION

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



C. J. ROY & ASSOCIATES

REGISTERED PROFESSIONAL ENGINEER

NO. 1155

STATE OF CALIFORNIA

EXPIRES 12/31/2010

PROJECT NO. 03

DATE: 01/11/08

SCALE: AS SHOWN

PROJECT: TITLE PLAN

CLIENT: [Name]

ADDRESS: [Address]

CITY: [City]

STATE: [State]

ZIP: [Zip]

PHONE: [Phone]

FAX: [Fax]

EMAIL: [Email]

WEBSITE: [Website]

PROJECT NO. 03

DATE: 01/11/08

SCALE: AS SHOWN

PROJECT: TITLE PLAN

CLIENT: [Name]

ADDRESS: [Address]

CITY: [City]

STATE: [State]

ZIP: [Zip]

PHONE: [Phone]

FAX: [Fax]

EMAIL: [Email]

WEBSITE: [Website]

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

RETURN TO

UPI NO. 37-4-234 P/O ✓

W

SANITARY SEWER EASMENT

SADSBURY TOWNSHIP
("Township")

OCTORARA GLEN COMMUNITY ASSOCIATION, INC.
("Owner")

Unofficial Copy

This Document Recorded
10/09/2008
01:52PM
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10878838
Receipt #: 423176
Rec Fee: 46.50



10878838
Page 1 of 8
B-7528 P-1992

LAMB MCERLANE

10/09/2008 01:52P

Prepared by/return to:

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

SANITARY SEWER EASEMENT

This Sanitary Sewer Easement Agreement (the "Easement Agreement"), is made this 7 day of October, 2008, by and between SADSBUARY TOWNSHIP, a second class township organized and existing under the laws of the Commonwealth of Pennsylvania (the "Township") and OCTORARA GLEN COMMUNITY ASSOCIATION, INC., a Pennsylvania non-profit non-stock corporation (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns a tract of land situate in Sadsbury Township, Chester County, Pennsylvania, as acquired by deed dated May 5, 2004 and recorded in Book 6234, Page 829, in the Office of the Recorder of Deeds of Chester County, Pennsylvania (the "Property"); and

WHEREAS, a sanitary sewer line currently exists on the Property for which the Township must obtain a certain sanitary sewer easement over the Property as more fully described in the legal description attached as Exhibit "A" hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and in consideration of the payment of the Owner of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Township and the Owner, each intending to be legally bound hereby, do hereby agree as follows:

1. **DEFINITIONS:** The term "sewer line(s)" when used in this instrument shall refer to a sanitary sewer pipe, conduit, manhole, drain, marker, service connection and other appurtenances currently existing on the Property for use in the Township's sanitary sewer system within the sanitary sewer easement on Owner's property, as described in Exhibit "A" hereto and incorporated herein.

2. **GRANT TO TOWNSHIP:** The Owner hereby gives and grants to the Township the free and uninterrupted right, liberty and privilege, in perpetuity:

A. To construct, reconstruct, replace, remove, enlarge, inspect, operate, repair, make connections with and maintain perpetually such sewer lines, their

accessories and appurtenances, as the Township may from time to time require, consisting of underground pipes, conduits, man-holes, drains, markers, mains, service connections and other appurtenances upon, over and under a strip of land twenty (20) feet wide, more or less, across the aforesaid tract of land belonging to Owner as shown on Exhibit "B", and as more particularly described by metes and bounds on Exhibit "A" (the "Easement Area").

B. To carry away and dispose of sewage through said sewer lines, regardless of the source of such sewage.

C. To have and to hold the same perpetually to the Township and its successors or assigns, together with the right and privilege at any and all times to enter the said premises, or any part thereof for the purpose of reconstructing, replacing, removing, enlarging, inspecting, operating, repairing, maintaining, and/or making connections with the sewer lines or other appropriate means of access to the sewer lines; all upon the condition that the Township will at all times during the reconstruction, replacement, removal, repair or maintenance of the sewer lines cause every reasonable means to be used to protect from injury or damage all property, including lawns, trees, shrubbery, fences, buildings, walls, roads, water courses, natural features, or any existing improvement thereto, and will at all times after doing any work in connection with the construction, reconstruction, replacement, removal, repair or maintenance of the sewer lines, cause the said premises to be restored to the condition in which the same were found before such work was undertaken, including replacement and/or repair of damaged property, to the extent reasonably possible under the circumstances and consistent with the rights and privileges herein granted. The Township shall not, in the exercise of the rights granted hereunder, interfere with or permit interference with the operation of the Property or with any tenants of the Property.

3. COVENANTS OF THE OWNERS:

A. The Owner does hereby release, remise, quitclaim and discharge the Township and its appointed officials, employees, agents, servants, contractors and employees from any claim or right to damages or other emolument of value for the rights, liberties and privileges given and granted to the Township under this Easement Agreement, except to the extent caused by gross negligence or willful misconduct of the Township or its appointed officials, employees, agents, servants, contractors or employees.

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

C. The Owner does hereby expressly consent to any transfer, conveyance, pledge, lease or mortgage by the Township of the said sewer lines.



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D. The provisions of this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the Township, its successors and assigns, and the Owner, its heirs, executors, administrators, successors and assigns.

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

Attest:

Steven Roche
Secretary

OCTORARA GLEN COMMUNITY ASSOCIATION, INC.

By: Magdalena Salewski
Name: MAGDALENA SALEWSKI
Title: PRESIDENT

SADSBURY TOWNSHIP

Attest:

Stephanie J. Silvernail
Secretary

By: Stephanie J. Silvernail
Name: Stephanie J. Silvernail
Chairman, Board of Supervisors

Unofficial



10878838
Page: 4 of 8
B-7528 P-1992

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CHESTER

On this 7 day of October, 2008, before me a notary public, duly commissioned in and for said County and Commonwealth, personally appeared Magdalena Sulewski, the President of Octorara Glen Community Association, Inc., known to me (or satisfactorily proven) to be the person(s) is/are subscribed to the within instrument and acknowledged execution of the same for the purpose therein contained, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Tracy Keller

(Seal)
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

Unofficial

10878838
Page 5 of 8
10/09/2008 07:52P
LANS MCKERLANE

10878838
Page 5 of 8
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COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CHESTER

On this, the 7TH day of October, 2008, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Stephanie Silverna, who acknowledged himself/herself to be Chairman of the Board of Supervisors of Sadsbury Township, and that as such officer, executed the same for the purposes therein contained.

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

Tracy Keller

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

Unofficial



10878838
Page: 8 of 8
B-7528 P-1992

610-356-9550
FAX 610-356-5032

Exhibit "A"
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

December 4, 2007

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

**DESCRIPTION OF
SANITARY SEWER EASEMENT
THROUGH OPEN SPACE
ADJACENT TO LOT 10
OCTORARA GLEN SUBDIVISION
SADSBURY TOWNSHIP, CHESTER COUNTY, PA.**

ALL THAT CERTAIN twenty (20) feet wide Sanitary Sewer Easement, **SITUATE** in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on that certain "Subdivision Plan of 'Octorara Glen' for Octorara Glen Associates, L.P." prepared by Chester Valley Engineers, Inc. Paoli, Pa. dated January 27, 2003 and last revised February 27, 2004 and being more specifically described as follows to wit:

BEGINNING at a point along the Southeasterly side of Wick Drive, as laid out fifty (50) feet wide, said point being the Northwest corner of lot 10; thence extending from said point and place of beginning along a line of the lands of lot 10, S 48°55'03"E, a distance of 188.64 feet to a point; thence extending from said point S 65°17'00"E, a distance of 66.96 feet to a point along the outbounds of tract 1; thence extending from said point through a portion of tract 2, S65°17'00"E a distance of 52.76 feet more or less to a point along the former SSC Sanitary Sewer trunk line easement; thence extending from said point along the said easement line, S 23°06'32"W a distance of 20.01 feet to a point; thence extending from said point and leaving said line of the easement through a portion of tract 2, N 65°17'00"W, a distance of 52.61 feet to a point along the outbounds of tract 1; thence extending from said point and leaving said boundary line of tract 1, N 65°17'00"W, a distance of 60.55 feet to a point; thence extending from said point and passing through a portion of open space and a Stormwater Management Area N 48°55'03"W, a distance of 192.25 feet to a point along the Southeasterly side of Wick Drive; thence extending from said point along the said Southeasterly side of Wick Drive along the arc of a circle curving to the left in a Northeasterly direction having a radius of 275.00 feet, the arc length 20.02 feet, (Chord: N 43°10'04"E 20.01 to the first mentioned point and place of beginning.

Containing 6,036 S.F. of Land More or Less.



10878838

Page 7 of 8

B-7528 P-1992

**OCTORARA GLEN HOMEOWNERS ASSOCIATION
DELEGATION OF SIGNATORY AUTHORITY RESOLUTION
DEDICATION TO SADBURY TOWNSHIP; EASEMENTS**

Board President, Magdalena Salewski, will act as the signatory authority of the Octorara Glen Homeowners Association for the sole purpose of executing the following easements within Octorara Glen:

Storm Sewer Easement

Sanitary Sewer Easement

I certify that the foregoing Resolution was adopted by the Board of Directors of Octorara Glen Homeowners Association on October 7, 2008.

[Signature]

Secretary, Octorara Glen Homeowners Association

The foregoing Resolution has been adopted by the Board of Directors of The Octorara Glen Homeowners Association.

Magdalena Salewski
President

Keith A. [Signature]
Secretary

Steven Roche
Treasurer



10878838
Page: 8 of 8
B-7528 P-1992

RETURN TO:

LAMB, WINDLE & MCERLANE PC
24 EAST MARKET STREET, BOX 565
WEST CHESTER, PA 19381-0565



BEING PART OF UPI 37-4-17 (RETIRED); PART OF UPI 37-4-17.10 and UPI 37-4-17.12 PART OF ✓

RX

ASSIGNMENT OF SANITARY AND STORM SEWER EASEMENT

THIS ASSIGNMENT OF SANITARY AND STORM SEWER EASEMENT ("Easement") is made as of the 27th day of October, 2014, by COSMOS PROPERTIES, L.P. and COWAN ESTATES COMMUNITY ASSOCIATION (jointly, "Grantor"), and the TOWNSHIP OF SADBURY, a Municipality located in the County of Chester, Commonwealth of Pennsylvania, (hereinafter called Grantee).

10/4

24/3

95/11

BACKGROUND

A. Grantor is the recipient of certain easements, including sanitary sewer and storm sewer easements pursuant to a reservation of easement rights as set forth in Article VIII of the Restated and Amended Declaration of Covenants, Restrictions, Easements, Charges and Liens for the Cowan Estates Planned Community (the "Declaration") recorded in the Office of the Recorder of Deeds, Chester County, Pennsylvania in Record Book 8367, Page 1456 et seq. situate in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania;

B. Among other easements, sanitary sewer and stormwater drainage facilities have been constructed and installed in, under and over the following lots within Cowan Estates: (i) Lot 8 bearing Chester County Tax Parcel No. 37-4-17.10, and (ii) Lot 10 bearing Chester County Tax Parcel No. 37-4-17.2 as are more fully described below (jointly, Lot 8 and Lot 10 are referred to as the "Burdened Property");

C. Cowan Estates Community Association is required to maintain the Controlled Facilities as defined in the Declaration ("Controlled Facilities").

DOC # 11375652 11/07/2014 10:18 AM
Receipt #: 14-31821
Rec Fee: \$91.00

Chester County, Recorder of Deeds

11375652 B: 9012 P: 2071 ESA
11/07/2014 10:18 AM Page 1 of 10
LAMB MCERLANE



AGREEMENTS

NOW THEREFORE, the parties hereto, for and in consideration of the sum of one dollar (\$1.00) in hand paid from Grantee to Grantor, receipt of which is hereby acknowledged, and in consideration of the mutual promises contained herein and intending to be legally bound, hereby covenant and agree as follows:

1. Grant of Easement:

(a) **Easement**: Grantor hereby assigns and grants to the Grantee its rights under the Declaration to an easement for the drainage and passage of stormwater and sanitary sewage and construction and maintenance of storm sewer and sanitary sewer pipelines in, over and under the Burdened Property at the location (the "Easement Area") depicted on the legal description of Sanitary and Storm Easement prepared by HowellKline Land Surveying last revised 10/21/2014 attached hereto as Exhibit "A" and upon the Plan of Sanitary and Storm Sewer Easement prepared by HowellKline Land Surveying last revised 10/21/2014 attached as Exhibit "B". The easement is granted for the purpose of: (i) drainage and passage of stormwater through stormwater pipes, manholes and appurtenances on, over and through the Easement Area and (ii) passage of sanitary sewage through sanitary sewer pipes, manholes and appurtenances on, over and through the Easement Area.

(b) The Grantee shall have such rights as are necessary to operate, replace and maintain the sanitary sewer facilities and the stormwater facilities within the Easement Area and their accessories, and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest and easements, and for the exercise of said rights and privileges to replace, renew, repair and maintain said sanitary sewer and stormwater facilities with their 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 and to maintain depth of cover, all subject to Grantor's ownership and maintenance of the sanitary sewer and stormwater facilities set forth hereinbelow.

(c) That the said titles, rights, or interests, and easements herein granted to Grantee for the operation, change, repair, renewal and maintenance of the sanitary sewer and stormwater facilities with accessories and appurtenances, are defined and limited as follows:

- (1) 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 and stormwater facilities 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;



(2) To the permanent occupation and use of such surface area as shall be required for the sanitary sewer and stormwater facilities together with accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;

(d) **Ownership and Maintenance:** Cowan Estates Community Association shall at all times retain ownership of the stormwater facilities within the Easement Area and retain the duty and obligation to maintain the Controlled Facilities within the Easement Area. Nothing in this Assignment shall be interpreted to transfer such ownership and maintenance to Grantee.

2. **No Interference:** Neither the Grantor nor the Grantee shall at any time, do, permit or suffer any act or event or circumstance which would result in any permanent construction within the Easement Area that would interfere with the operation of the sanitary sewer or the stormwater facilities.

3. Miscellaneous.

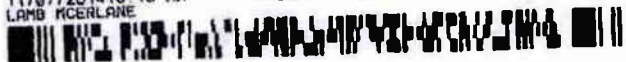
(a) **Covenants Run with Land:** The provisions of the Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the respective parties hereto and upon mortgagees and successors in right, title or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

(b) 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.

(c) **Other Rights Reserved:** The Grantor, for itself and Grantors' successors in interest in and to the Easement Area, and the owners of Lot 8 and Lot 10 shall retain and reserve for themselves all other rights in and to the Easement Area which are not inconsistent with the use and exercise of the rights granted herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Easement as of the date first written above.

[SIGNATURES CONTAINED ON NEXT PAGE]



WITNESS/ATTEST:

[Signature]

GRANTOR

COSMOS PROPERTIES, L.P.

By: COSMOS INVESTMENTS, LLC, its
general partner

By: [Signature]
John H. Lymberis, Manager

COWAN ESTATES COMMUNITY
ASSOCIATION

By: [Signature]
John H. Lymberis, President

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Linda Shank, Secretary

GRANTEE:
SADBURY TOWNSHIP
BOARD OF SUPERVISORS

By: [Signature]
Stephanie Silvernail, Chairman

Unofficial Copy

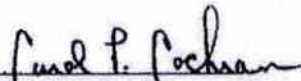


STATE OF PENNSYLVANIA:

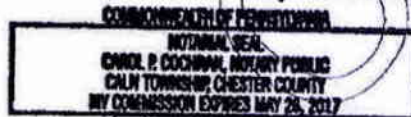
COUNTY OF CHESTER:

On this 27th day of October, 2014, before me, the undersigned officer, personally appeared John H. Lymberis who acknowledged himself to be the managing member of Cosmos Investments, LLC, the general partner of Cosmos Properties, L.P., and that he, as such managing member, being authorized to do so on behalf of Cosmos Investments, LLC., executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of Cosmos Properties, L.P. as general partner.

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


Notary Public

My Commission Expires:



STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

On this 27th day of October, 2014, before me, the undersigned officer, personally appeared John H. Lymberis who acknowledged himself to be the President of Cowan Estates Community Association and that he, as such officer, being authorized to do so on behalf of Cowan Estates Community Association, executed the foregoing instrument, for the purposes therein contained desiring the same to be recorded, by signing the name of Cowan Estates Community Association as President.

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


Notary Public

My Commission Expires:



STATE OF PENNSYLVANIA:

COUNTY OF CHESTER:

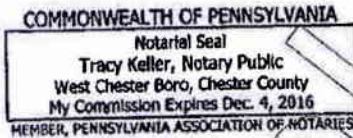
On this 5TH day of November, 2014, before me, the undersigned officer, personally appeared Stephanie Silvernail and Linda Shank who acknowledged themselves to be the Chairman and Secretary of SADS BURY TOWNSHIP, and that they, as such officers, being authorized to do so on behalf of the Township, executed 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:

December 4, 2016



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11/07/2014 10:18 AM Page 5 of 10
LAMB ACERLANE



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EXHIBIT A
LEGAL DESCRIPTION

Unofficial Copy

11375652 B: 9012 P: 2077 ESA
11/07/2014 10:18 AM Page 7 of 10
LAMB MCERLANE





Land Survey - ALTA/ACSM Surveying
www.HowellKline.com

**LEGAL DESCRIPTION
SANITARY AND STORM EASEMENT
COWAN ESTATES
For
COSMOS PROPERTIES, L.P.**

All that certain Right-Of-Way situate in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Final Title Plan, Cowan Estates" dated November 19, 2004, last revised August 1, 2006, prepared by D. L. Howell & Associates, Inc., Civil Engineering / Land Planning, West Chester, PA, for Cosmos Properties, and recorded in the office of the Recorder of Deeds in and for the County of Chester, in plan file #18272, being more particularly described as follows:

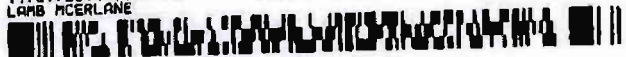
Beginning at a point on the southeasterly Right-Of-Way Line of South Cowan Road (50 feet wide), a common corner of Lot 7 and Lot 8, and the northerly corner of a Driveway and Utility Easement over Lot 8 to benefit Lot 10, as shown on said plan; **thence** from said Point of Beginning, along Lot 7, and partly along the northeasterly side of said Driveway and Utility Easement, South 58°33'36" East, 353.20 feet, to a point, in line of lands now or late of A. Vincent & Edith W. Reed; **thence**, along said lands, South 2°19'45" West, 241.23 feet, to a point, a common corner of lands now or late of Daniel H. Andrews, and lands now or late of Gregory Porter; **thence**, along said Porter the following two (2) courses and distances: 1) South 86°03'20" West, 368.26 feet, to a point; and 2) South 20°57'20" West, 65.86 feet, to a point, a corner of lands now or late of James L. & Valerie Fox, and in the northeasterly line of a 50 feet wide Drainage Easement; **thence**, along said Fox, and said Drainage Easement, North 61°02'58" West, 20.20 feet, to a point; **thence**, through Lot 10, as shown on said plan the following two (2) courses and distances: 1) North 20°57'20" East, 75.83 feet, to a point; and 2) North 86°06'52" East, 237.05 feet, to a point, in line of Lot 8; **thence**, along Lot 8, North 26°39'13" West, 8.18 feet, to a point; **thence**, through Lot 8 the following three (3) courses and distances: 1) North 82°54'13" East, 70.84 feet, to a point; 2) North 46°54'43" East, 53.36 feet, to a point; and 3) North 1°02'03" West, 138.21 feet, to a point; **thence**, continuing through Lot 8, and along Lot 9, respectively, and partly along the southwesterly side of aforesaid Driveway and Utility Easement, North 40°32'21" West, 101.92 feet, to a point; **thence**, continuing along Lot 9, and said Driveway Easement, North 58°33'36" West, 231.60 feet, to a point of the aforesaid southeasterly Right-Of-Way Line of South Cowan Road; **thence** along said Right-Of-Way Line, along said curve to the left, having a radius of 175.00 feet, an arc length of 30.09 feet, through an angle of 9°51'02", and whose chord bears North 28°09'07" East, 30.05 feet, to the **POINT AND PLACE OF BEGINNING**.

Containing: 0.732 Acres of Land, be the same more or less.

Being: Sanitary and Storm Sewer Easement, as shown on said plan.

rev. 10/21/14

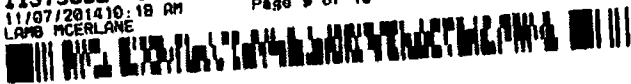
11375652 B: 9012 P: 2078 ESA
11/07/2014 10:18 AM Page 8 of 10
LAMB MCERLANE



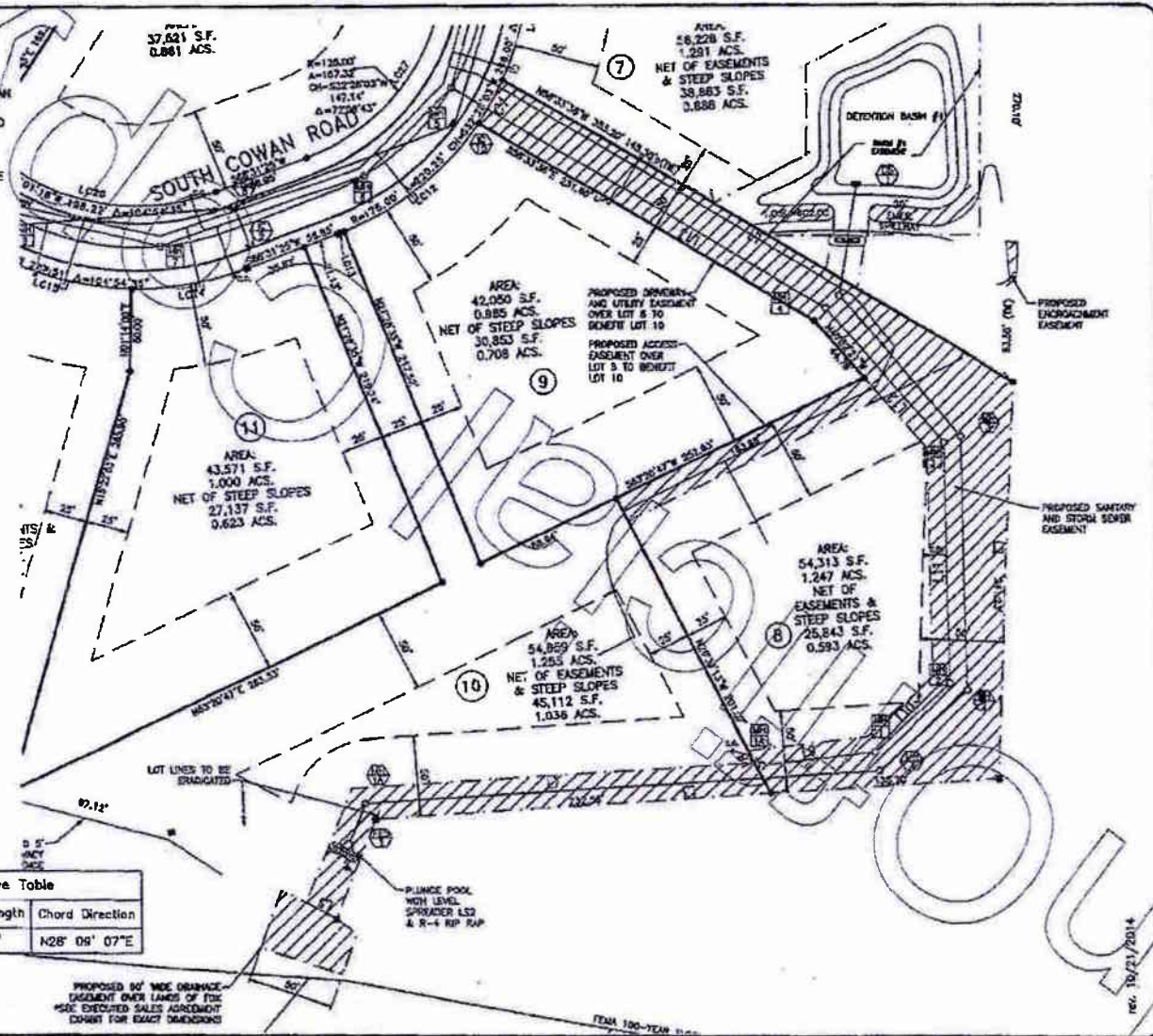
**EXHIBIT B
PLAN SHOWING EASEMENT AREA**

Unofficial Copy

11375652 B: 9012 P: 2079 ESA
11/07/2014 10:18 AM Page 9 of 10
LAND ACERLANE



INFORMATION SHOWN HEREON WAS TAKEN FROM PLANS ENTITLED "FINAL TITLE PLAN, COWAN ESTATES" DATED NOVEMBER 19, 2004, LAST REVISED AUGUST 1, 2005, PREPARED BY D. L. HOWELL & ASSOCIATES, INC., CIVIL ENGINEERING / LAND PLANNING, WEST CHESTER, PA, FOR COSMOS PROPERTIES, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR THE COUNTY OF CHESTER, IN PLAN FILE #18272.



Sanitary & Storm Easement Line Table

Line #	Direction	Length
L1	S58° 33' 36"E	353.20'
L2	S02° 19' 45"W	241.23'
L3	S86° 03' 20"W	368.26'
L4	S20° 57' 20"W	65.86'
L5	N61° 02' 58"W	20.20'
L6	N20° 57' 20"E	75.83'
L7	N86° 06' 52"E	237.05'
L8	N26° 39' 13"W	8.18'
L9	N89° 54' 13"E	70.84'
L10	N46° 54' 43"E	53.36'
L11	N01° 02' 03"W	138.21'
L12	N40° 32' 21"W	101.92'
L13	N58° 33' 36"W	231.60'

Sanitary & Storm Easement Curve Table

Curve #	Radius	Delta	Length	Chord Length	Chord Direction
C1	175.00'	008°51'02"	30.06'	30.05'	N28° 09' 07"E

HowellKline
 Land Surveying
 1717 Poppleville
 Union, PA 16801
 717-261-1111
 www.howellkline.com

11375652 B: 9012 P: 2080 ESR Page 10 of 10
 11/07/2014 10:18 AM
 LARS PIGERLINE

SCALE: 1"=60'
 DATE: 10-14-2014 CHECKED: RFX
 DRAWN: JAW PLOTTED ON: 0-14-2014 CAD FILE: 11375652.DWG

SANITARY & STORM SEWER EASEMENT
 CLIENT: JPT PARTNERS
 PROJECT: COWAN ESTATES
 LOCATION: CHESTER COUNTY, PA



RETURN TO

RETURN TO:
LAMB MCERLANE PC
24 E. Market Street
P.O. Box 565
West Chester, PA 19381-0565

BEING UPI Nos. 37-1-26, 37-1-26.1

RK

**SANITARY SEWER PIPELINES AND SEWAGE PUMP STATION
RIGHT-OF-WAY AGREEMENT**

HAROLD K. MAST and DANIEL L. MAST
("Grantor")

RMA

10/3/2

TOWNSHIP OF SADS BURY
("Grantee")

107

DOC N 11470006 05/03/2016 11:53 AM
Receipt #: 16-14164
Rec Fee: \$103.00
Chester County, Recorder of Deeds

11470006 B: 8303 P: 1498 RMA
05/03/2016 11:53 AM Page 1 of 10
LAMB MCERLANE



SANITARY SEWER PIPELINES AND SEWAGE PUMP STATION
RIGHT-OF-WAY AGREEMENT

THIS SANITARY SEWER PIPELINES AND SEWAGE PUMP STATION RIGHT-OF-WAY AGREEMENT ("Agreement") made this 8 day of March, 2016, between HAROLD K. MAST and DANIEL L. MAST (collectively, 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, consisting of 9.91 acres, which is designated as "Lot A" on a plan entitled "Lot Consolidation/Subdivision Plan" prepared by Bohler Engineering dated March 28, 2014 and last revised January 27, 2016, situate in the Township of Sadsbury, County of Chester, Commonwealth of Pennsylvania, identified as UPI Nos. 37-1-26.1 and part of 37-1-26, which was recorded in the Office of the Chester County Recorder Deeds in Plan Book No. 19950 ("Subdivision Plan"); and

WHEREAS, the Grantor proposes to develop Lot A with a shopping center, in two phases, Phase 1 of which is shown on a Preliminary/Final Plan prepared by Bohler Engineering dated March 28, 2014 and last revised January 27, 2016, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. _____ ("Land Development Plan"); and

WHEREAS, the Grantor and the Grantee have agreed that at the time of approval of the Western Sanitary Sewage District planning modules by the Pennsylvania Department of Environmental Protection, but in no case any later than the time of development of Phase 2 of the shopping center, public sewer facilities serving the shopping center and other properties within the Western Sanitary Sewage District will be constructed and the Grantor will be required to connect the shopping center to said public sewer facilities; and

WHEREAS, the Grantor has agreed to grant and convey to the Grantee rights-of-way and easements for public sewer facilities on Lot A; and

WHEREAS, the locations of said public sewer easements are shown conceptually in the locations identified on the Subdivision Plan as "Conceptual Sewer Line Easement" and "Conceptual Pump Station Easement", and the locations of said easements will be finalized at the time of approval of the Western Sanitary Sewage District planning modules by the Pennsylvania Department of Environmental Protection, but in no case any later than the time of land development of Phase 2 of the shopping center.

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 and sufficiency of which is hereby acknowledged.

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08/03/2016 11:53 AM Page 2 of 10
LAMB MCERLANE



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 pipelines, a pump station, and force main, and their accessories, and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title, or interest, rights-of-way easements, and for the exercise of said rights and privileges perpetually to lay, construct, replace, renew, repair and maintain said sanitary sewer pipelines, pump station and force main with their accessories and appurtenances, including buildings, equipment, 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 shown in plan form on the Subdivision Plan, which is attached as Exhibit "A" hereto and made a part hereof. The final location of the rights-of-way and easements shall be finalized at the time of approval of the Western Sanitary Sewage District planning modules by the Pennsylvania Department of Environmental Protection, but in no case any later than the time of land development for Phase 2 and an amendment to this Agreement executed by the Grantor and the Grantee shall be recorded establishing the final location of said rights-of-way or easements ("Sanitary Sewer Easement").
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 pipelines, pump station, force main, buildings, equipment with their accessories and appurtenances, are defined and limited as follows:
 - (a.) To the permanent occupation and use of such surface area and such area underground as shall be required for the installation, construction, operation, maintenance, repair, enlargement and replacement of said sanitary sewer pump station, force main, buildings and equipment together with accessories and appurtenances thereto;
 - (b.) 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 pipelines 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;
 - (c.) To the permanent occupation and use of such surface area as shall be required for the sanitary sewer pipelines, pump station, force main, buildings and equipment together with accommodation of surface markers, access manholes, valves, boxes, conduits and other accessories and appurtenances thereto;
 - (d.) To the temporary occupation and use of such surface areas as shall reasonably be required for the original laying, installation and construction of the sanitary sewer



pipelines, pump station, force main, buildings, equipment and their accessories and appurtenances, including surface markers and appurtenances as appears in Exhibit A showing the Sanitary Sewer Easement.

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

SIGNATURE PAGE FOLLOWS

11470906 B: 9303 P: 1502 RMA
05/03/2016 11:53 AM Page 4 of 10
LAMB McERLANE




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

GRANTOR:

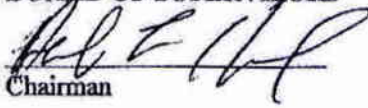

HAROLD K. MAST


DANIEL L. MAST

ATTEST:


Secretary

GRANTEE:
SADSBURY TOWNSHIP
BOARD OF SUPERVISORS


Chairman



11470906 B: 9303 P: 1503 RMA
06/03/2016 11:53 AM Page 6 of 10
LAMB MCERLANE



STATE OF PENNSYLVANIA:

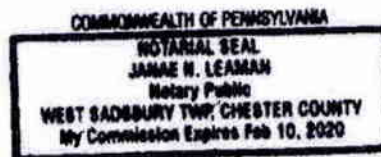
COUNTY OF CHESTER:

On this 8 day of March, 2016, before me, the undersigned officer, personally appeared HAROLD K. MAST and DANIEL L. MAST 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:



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LAMB MCERLANE

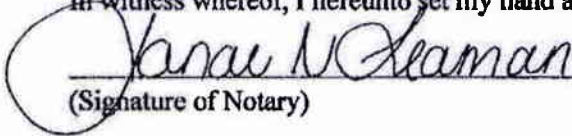


State of Pennsylvania

County of Chester

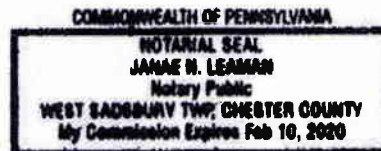
On this, the 8th day of March 2016, before me, the undersigned officer, personally appeared Daniel Mast, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



(Signature of Notary)

Notary Public
(Title of Notarizing Officer)



STATE OF PENNSYLVANIA:

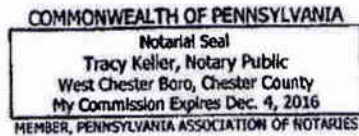
COUNTY OF CHESTER:

On this 13TH day of April, 2016, before me, the undersigned officer, personally appeared Dale L. Hensel and Linda Shank who acknowledged themselves to be the Chairman and Secretary of SADS BURY 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: 12/4/16



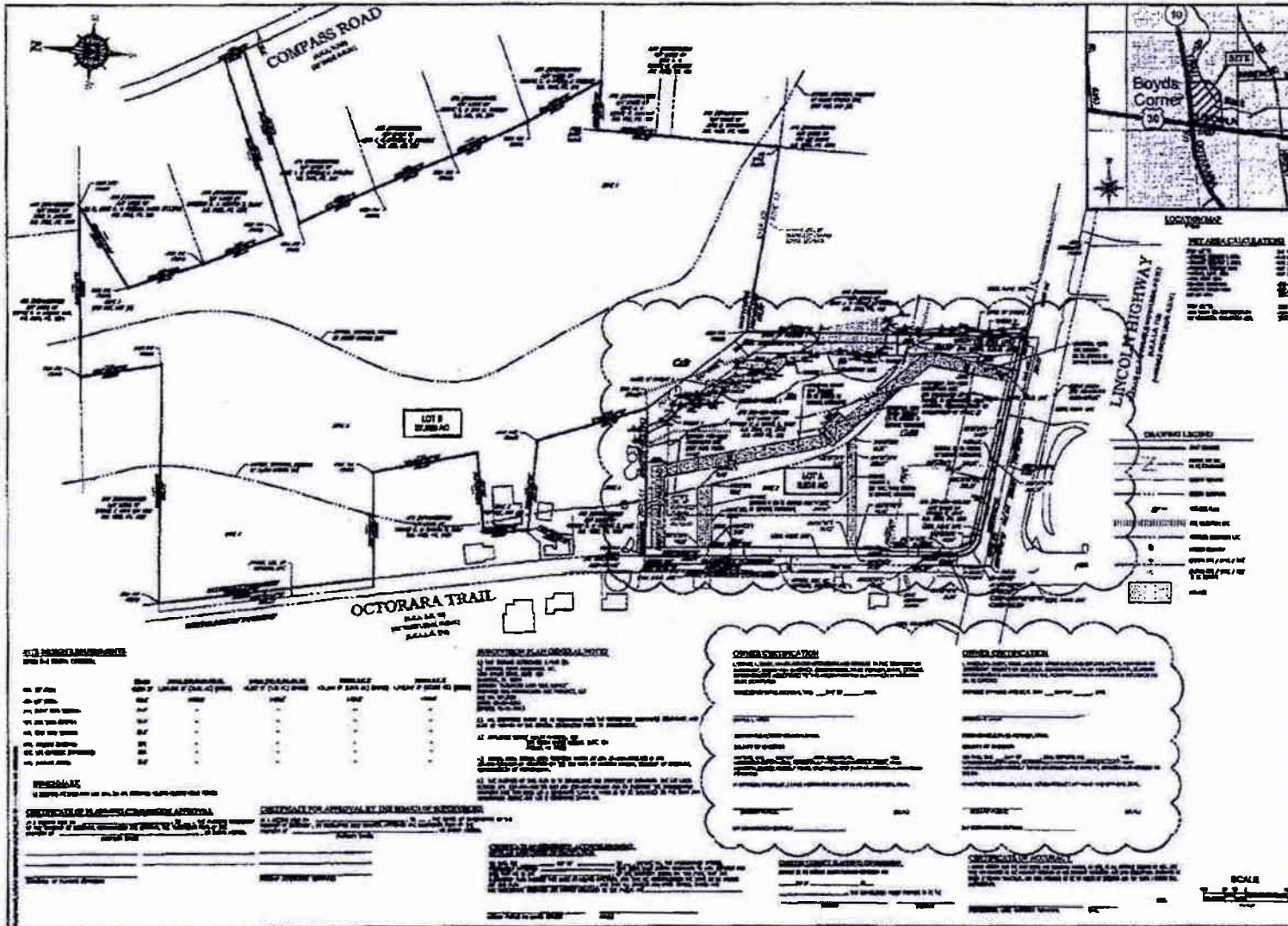
11470906 B: 9303 P: 1506 RWA
05/03/2016 11:53 AM Page 8 of 10
LANB MGERLANE



EXHIBIT "A"

11470906 B: 9303 P: 1507 RMA
06/03/2016 11:53 AM Page 9 of 10
LAMB MCERLANE





CVS pharmacy
 NORTHERN 18225-RIGHT CHAMBER DRIVE-THRU
 STORE NUMBER: 7088
 PROJECT TYPE: NEW STORE
 DIAL TYPE: FRM AND
 CE PROJECT NUMBER: 7081

ARCHITECT OF RECORD

BOHLER ENGINEERS
 CONSULTING ENGINEERS
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303-733-7333
 FAX: 303-733-7333

DEVELOPER
 SUMMIT REALTY ADVISORS, LLC
 201 S. WARD AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303-733-7333
 FAX: 303-733-7333

J.R. HORNICK
 PROFESSIONAL ENGINEER
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202

REVISIONS

NO.	DATE	DESCRIPTION
1	05/03/2011	ISSUED FOR PERMIT
2	05/03/2011	ISSUED FOR PERMIT
3	05/03/2011	ISSUED FOR PERMIT
4	05/03/2011	ISSUED FOR PERMIT
5	05/03/2011	ISSUED FOR PERMIT
6	05/03/2011	ISSUED FOR PERMIT
7	05/03/2011	ISSUED FOR PERMIT
8	05/03/2011	ISSUED FOR PERMIT
9	05/03/2011	ISSUED FOR PERMIT
10	05/03/2011	ISSUED FOR PERMIT

DRAWN BY: JLB
 CHECKED BY: JLB
 DATE: 05/03/2011
 SCALE: PLANS
 1 OF 1
 NOT FOR CONSTRUCTION

EXISTING CONDITIONS

NO.	DESCRIPTION	DATE	BY
1	AS SHOWN	05/03/2011	JLB
2	AS SHOWN	05/03/2011	JLB
3	AS SHOWN	05/03/2011	JLB
4	AS SHOWN	05/03/2011	JLB
5	AS SHOWN	05/03/2011	JLB
6	AS SHOWN	05/03/2011	JLB
7	AS SHOWN	05/03/2011	JLB
8	AS SHOWN	05/03/2011	JLB
9	AS SHOWN	05/03/2011	JLB
10	AS SHOWN	05/03/2011	JLB

PROPOSED CONDITIONS

NO.	DESCRIPTION	DATE	BY
1	AS SHOWN	05/03/2011	JLB
2	AS SHOWN	05/03/2011	JLB
3	AS SHOWN	05/03/2011	JLB
4	AS SHOWN	05/03/2011	JLB
5	AS SHOWN	05/03/2011	JLB
6	AS SHOWN	05/03/2011	JLB
7	AS SHOWN	05/03/2011	JLB
8	AS SHOWN	05/03/2011	JLB
9	AS SHOWN	05/03/2011	JLB
10	AS SHOWN	05/03/2011	JLB

APPENDIX B
DEPRECIABLE PLANT ACCOUNTS
PAYMENT RELEASE CERTIFICATES AND ESTIMATES

SADSBURY TOWNSHIP
CHESTER COUNTY, PA

SANITARY SEWER SYSTEM

ASSESSMENT OF TANGIBLE ASSETS
PURSUANT TO
PUC CODE §1329(A)(4)

JANUARY 30, 2017

SADSBURY SEWER CORPORATION
 BID FORMAT
 AB PROJECT NO. 8117

QUANTITY	UNIT OF MEASUREMENT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL
SEGMENT #5 NORTH OF BUSINESS RT. 10				
1	L.S.	MOBILIZATION	2,500.-	2,500.-
1	L.S.	M&P OF TRAFFIC	1,000.-	1,000.-
1	L.S.	EROSION AND SEDIMENTATION CONTROL	500.-	500.-
2500	L.F.	8" PVC PIPE	26.-	65,000.-
11	EA.	MANHOLES	1,600.-	17,600.-
2	EA.	WATERTIGHT MANHOLES	1,700.-	3,400.-
900.0	S.Y.	SEEDING	1.30	1,170.-
50.0	S.Y.	ID-2 WEARING COURSE PENNDOT ROADWAY	5.00	250.-
50.0	S.Y.	ID-2 BINDER COURSE PENNDOT ROADWAY	6.00	300.-
50.0	S.Y.	BITUMINOUS CONCRETE BASE COURSE PENNDOT ROADWAY	15.00	750.-
80.0	S.Y.	2A STONE	8.00	480.-
		SUBTOTAL		92,950.-
SEGMENT #4 OLD WILMINGTON AND QUARRY ROADS				
1	L.S.	MOBILIZATION	2,500.-	2,500.-
1	L.S.	M&P OF TRAFFIC	5,000.-	5,000.-
1	L.S.	EROSION AND SEDIMENTATION CONTROL	500.-	500.-
1000	L.F.	8" PVC PIPE	28.-	28,000.-
2850	L.F.	10" PVC PIPE	26.-	68,900.-
18	EA.	MANHOLES	1,600.-	25,600.-
2	EA.	WATERTIGHT MANHOLES	1,700.-	3,400.-
1100.0	S.Y.	SEEDING	1.30	1,430.-
200.0	S.Y.	ID-2	5.00	1,000.-
20.0	S.Y.	ID-2 WEARING COURSE PENNDOT ROADWAY	5.00	100.-
20.0	S.Y.	ID-2 BINDER COURSE PENNDOT ROADWAY	6.00	120.-
200.0	S.Y.	BITUMINOUS CONCRETE BASE COURSE	15.00	3,000.-
20.0	S.Y.	BITUMINOUS CONCRETE BASE COURSE PENNDOT ROADWAY	15.00	300.-
250.0	S.Y.	2A STONE	8.00	2,000.-
25	S.Y.	DRIVEWAY RESTORATION	12.00	300.-
1	EA.	CREEK CROSSING (CONCRETE ENCASED)	3,500.-	3,500.-
50	L.F.	WATER MAIN CROSSING -CONCRETE ENCASEMENT	25.-	1,250.-
102	L.F.	10" DIP (FOR STREAM CROSSING)	35.-	3,570.-
		SUBTOTAL		150,470.-
SEGMENT #3 WICK & HANAWAY PROPERTY NEAR BUCK RUN AND NORTH GREENBELT DRIVE				
1	L.S.	SITE CLEARING	12,500.-	12,500.-
1	L.S.	EROSION AND SEDIMENTATION CONTROL	2,000.-	2,000.-
2800	L.F.	8" PVC PIPE	25.-	70,000.-
2150	L.F.	12" PVC PIPE	29.-	63,350.-
23	EA.	WATERTIGHT MANHOLES	1,700.-	39,100.-
2	EA.	BORE PITS	1,000.-	2,000.-
1700.0	S.Y.	SEEDING	1.30	2,210.-
1	EA.	CREEK CROSSING (CONCRETE ENCASED)	3,000.-	3,000.-
164	L.F.	TRANSCO BORE AND JACK OPERATION	400.-	65,600.-
61	L.F.	12" DIP (STREAM CROSSING)	55.-	3,355.-
164	L.F.	8" DIP (FOR BORE AND JACK OPERATION)	10.-	1,640.-
		SUBTOTAL		263,755.-

62,510

SAOSBURY SEWER CORPORATION
 BID FORMAT
 AB PROJECT NO. 8117

QUANTITY	UNIT OF MEASUREMENT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL
SEGMENT #2 NORTH GREENBELT DRIVE TO RR CROSSING				
1	L.S.	EROSION AND SEDIMENTATION CONTROL	500.-	500.-
1850	L.F.	12" PVC PIPE	29.-	47,850.-
4	EA	MANHOLES	1,600.-	6,400.-
5	EA	WATERTIGHT MANHOLES	1,700.-	8,500.-
1	L.S.	CREEK CROSSING (CONCRETE ENCASED)	3,000.-	3,000.-
64	L.F.	12" DIP (STREAM CROSSING)	50.-	3,200.-
1	L.S.	CLEARING	5,000.-	5,000.-
600.0	S.Y.	SEEDING	1.30	780.-
40	S.Y.	10-2	5.00	200.-
40	S.Y.	BITUMINOUS CONCRETE BASE COURSE	15.00	600.-
40.0	S.Y.	2A STONE	8.00	320.-
		SUBTOTAL		76,350.-
SEGMENT #1 RR CROSSING TO SEWAGE PUMP STATION				
1	L.S.	EROSION AND SEDIMENTATION CONTROL	1,000.-	1,000.-
1	L.S.	M & P OF TRAFFIC	2,500.-	2,500.-
900	L.F.	12" PVC PIPE	34.-	30,600.-
2800	L.F.	15" PVC PIPE	32.-	89,600.-
349	L.F.	12" DIP (FOR BORE AND JACK OPERATIONS)	17.-	5,933.-
14	EA	MANHOLES	2,500.-	35,000.-
4	EA	WATERTIGHT MANHOLES	2,600.-	10,400.-
160	L.F.	ABANDONED RR - BORE AND JACK OPERATION (STEEL ENCASED)	475.-	76,000.-
170	L.F.	AMTRAK RR - BORE AND JACK OPERATION (STEEL ENCASED)	550.-	93,500.-
4	EA	BORE PITS	1,000.-	4,000.-
1	L.S.	CLEARING	7,500.-	7,500.-
1200.0	S.Y.	SEEDING	1.30	1,560.-
40.0	S.Y.	10-2 WEARING COURSE	5.00	200.-
25.0	S.Y.	10-2 WEARING COURSE PENNDOT ROADWAY	5.00	125.-
25.0	S.Y.	10-2 BINDER COURSE PENNDOT ROADWAY	6.00	150.-
40.0	S.Y.	BITUMINOUS CONCRETE BASE COURSE	15.00	600.-
25.0	S.Y.	BITUMINOUS CONCRETE BASE COURSE PENNDOT ROADWAY	15.00	375.-
70.0	S.Y.	2A STONE	8.00	560.-
		SUBTOTAL		359,603.-
FORCE MAIN AND PUMP STATION				
1	L.S.	EROSION AND SEDIMENTATION CONTROL	1,000.-	1,000.-
1	L.S.	MAINTENANCE AND PROTECTION OF TRAFFIC	2,500.-	2,500.-
3400	L.F.	10" FORCE MAIN	25.-	85,000.-
3	EA	CLEAN OUT/ MAINTAIN PITS	2,500.-	7,500.-
1200.0	S.Y.	SEEDING	1.30	1,560.-
40.0	S.Y.	10-2	5.00	200.-
40.0	S.Y.	BITUMINOUS CONCRETE BASE COURSE	15.00	600.-
50.0	S.Y.	2A STONE	8.00	400.-
1	L.S.	GORMAN RUPP PUMP STATION MODEL T8A3-B	225,000.-	225,000.-
1	L.S.	EMERGENCY GENERATOR (138 KW) NATURAL GAS	40,000.-	40,000.-
		COMPLETE WITH CONCRETE PAD		
1	L.S.	SITWORK	25,000.-	25,000.-
285	L.F.	FENCE	36.-	10,260.-
1	L.S.	10' DIAMETER WET WELL	73,000.-	73,000.-
1	L.S.	SEWAGE WASTE GRINDER	35,000.-	35,000.-
40	S.Y.	10-2 WEARING COURSE PENNDOT ROADWAY	5.00	200.-
40	S.Y.	10-2 BINDER COURSE PENNDOT ROADWAY	6.00	240.-
40	S.Y.	BITUMINOUS CONCRETE BASE COURSE PENNDOT ROADWAY	15.00	600.-
		SUBTOTAL		510,060.-
		SUBTOTAL SEGMENT #5		92,950.-
		SUBTOTAL SEGMENT #4		150,470.-
		SUBTOTAL SEGMENT #3		263,755.-
		SUBTOTAL SEGMENT #2		76,350.-
		SUBTOTAL SEGMENT #1		359,603.-
		SUBTOTAL FORCE MAIN & PUMP STATION		510,060.-
20	DAYS	GEO-TECHNICAL SERVICE (COMPACTION)	160.-	3,200.-
2600	CY	ROCK EXCAVATION	35.-	91,000.-
		CONSTRUCTION COST		1,547,388.-
1	L.S.	ALTERNATE #1-OPEN CUT TRANSCO PIPELINE CROSSING		49,200.-
1	L.S.	ALTERNATE #2-ALTERNATIVE PUMP STATION		185,000.-
36	EA	SEWER LATERAL CONNECTIONS	650.-	23,400.-

Certificate No. For The Construction of Sanitary Sewers For The Village of Pomeroy

Contractor: Anrich, Inc.
 1271 South Gulph Road
 Wayne, Pa. 19087

Original Contract Price: \$ 711,000.00

Item No.	Quantity	Description	Unit Price	Contract Value	Quantity Completed	Quantity Remaining	\$ Amount Completed
1	Lump Sum	Main. & Prot. of Traffic	\$3,500.00	\$3,500.00	100%	0%	\$3,500.00
2	Lump Sum	Clear., Grubb., E & S Controls	\$5,000.00	\$5,000.00	100%	0%	\$5,000.00
3	4380 L.F.	8" SDR-35 PVC Pipe 0' to 10'	\$44.00	\$192,720.00	5620	-	\$247,280.00
4	2500 L.F.	8" SDR-35 PVC Pipe 10' to 14'	\$50.00	\$125,000.00	1681	819	\$84,050.00
5	980 L.F.	8" SDR-35 PVC Pipe Over 14'	\$58.00	\$56,840.00	559	421	\$32,422.00
6	22 Each	Precast Manholes 0' to 10'	\$1,500.00	\$33,200.00	30	-	\$48,000.00
7	15 Each	Precast Manholes 10' to 14'	\$2,200.00	\$33,000.00	9	6	\$19,800.00
8	8 Each	Precast Manholes Over 14'	\$2,600.00	\$20,800.00	4	4	\$10,400.00
9	30 V.F.	Drop Manhole Pipe Connection	\$100.00	\$3,000.00	30	0	\$3,000.00
10	116 Each	Lateral Wyes 8" x 4"	\$20.00	\$2,320.00	115	-	\$2,300.00
11	4 Each	Lateral Wyes 8" x 6"	\$20.00	\$80.00	8	-	\$160.00
12	2050 L.F.	4" SDR-35 PVC Lateral Pipe	\$20.00	\$41,000.00	1952	98	\$39,040.00
13	100 L.F.	6" SDR-35 PVC Lateral Pipe	\$22.00	\$2,200.00	201	-	\$4,422.00
14	116 Each	4' SDR-35 PVC Flange Cap	\$15.00	\$1,740.00	114	2	\$1,710.00
15	4 Each	6" SDR-35 PVC Flange Cap	\$15.00	\$60.00	12	-	\$180.00
16	25 L.F.	Concrete Encasement	\$50.00	\$1,250.00	25	0	\$1,250.00
17	1525 S.Y.	Temporary Trench Restoration	\$4.00	\$6,100.00	1529	-	\$6,116.00
18	1430 S.Y.	Township Trench Restoration	\$25.00	\$35,750.00	2260	-	\$56,500.00
19	95 S.Y.	Pa. DOT Trench Restoration	\$35.00	\$3,325.00	100	-	\$3,500.00
20	135 S.Y.	Driveway Restoration	\$15.00	\$2,025.00	152	-	\$2,280.00
21	745 S.Y.	Trench Restoration Outside Pav.	\$2.00	\$1,490.00	745	0	\$1,490.00
22	390 S.Y.	Township Alley Restoration	\$12.00	\$4,680.00	390	0	\$4,680.00
23	8145 C.Y.	Select 2RC Backfill	\$16.00	\$130,320.00	8145	0	\$130,320.00
24	200 C.Y.	Select 2B Stone	\$18.00	\$3,600.00	200	0	\$3,600.00
Total Amount of Completed Work							\$711,000.00
Less Retainage							\$0.00
Less Certificates # 1, #2, #3, #4, & #5							\$675,450.00
AMOUNT APPROVED FOR RELEASE THIS CERTIFICATE							\$35,550.00

James W. MacCombie, P.E., P.L.S.
 12/4/00

Certificate No. 15 & Final Sanitary Sewer Construction for Phases 1B, 3A, Reel Street & Greenbelt Drive

Contractor: N. Abbonizio Contractors, Inc.
 1250 Conshohocken Road
 Conshohocken, Pa. 19428
 Original Contract Price: \$1,170,980.00

Item No.	Quantity	Description	Unit Price	Contract Value	Quantity Completed	Quantity Remaining	\$ Amount Completed
1	Lump Sum	Main. & Prot. of Traffic	\$4,300.00	\$4,300.00	100%	0%	\$4,300.00
2	Lump Sum	Clear., Grubb., E & S Controls	\$100.00	\$100.00	100%	0%	\$100.00
3	250 L.F.	8" SDR-35 PVC Pipe 0' to 8'	\$40.00	\$10,000.00	174	76	\$6,960.00
4	490 L.F.	8" SDR-35 PVC Pipe 8' to 10'	\$43.00	\$21,070.00	468	22	\$20,124.00
5	675 L.F.	8" SDR-35 PVC Pipe 10' to 12'	\$56.00	\$37,800.00	639	36	\$35,784.00
6	275 L.F.	8" SDR-35 PVC Pipe 12' to 14'	\$70.00	\$19,250.00	207	68	\$14,490.00
7	75 L.F.	8" SDR-35 PVC Pipe 14' to 16'	\$85.00	\$6,375.00	85	0	\$7,225.00
8	4 Each	Precast Manholes 0' to 8'	\$1,800.00	\$7,200.00	4	0	\$7,200.00
9	2 Each	Precast Manholes 8' to 10'	\$2,100.00	\$4,200.00	2	0	\$4,200.00
10	1 Each	Precast Manhole 10' to 12'	\$2,500.00	\$2,500.00	1	0	\$2,500.00
11	2 Each	Precast Manholes 14' to 16'	\$3,500.00	\$7,000.00	2	0	\$7,000.00
12	1 Each	Precast Doghouse Manhole	\$2,000.00	\$2,000.00	1	0	\$2,000.00
13	20 Each	Lateral Wyes 8"x6"	\$80.00	\$1,600.00	19	1	\$1,520.00
14	250 L.F.	6" SDR-35 PVC Laterals	\$50.00	\$12,500.00	354	0	\$17,700.00
15	20 Each	6" Flange Cap	\$10.00	\$200.00	19	1	\$190.00
16	1,525 C.Y.	2A Modified Backfill	\$15.00	\$22,875.00	566	959	\$8,490.00
17	535 C.Y.	#57 Stone	\$19.00	\$10,165.00	280	255	\$5,320.00
18	20 S.Y.	6" B.C.B.C.	\$25.00	\$500.00	0	20	\$0.00
19	40 S.Y.	2" ID-2 Wearing Course	\$6.50	\$260.00	40	0	\$260.00
20	250 S.Y.	5" Superpave HMA Base	\$21.00	\$5,250.00	2384	0	\$50,054.00
21	250 S.Y.	2" Superpave HMA Binder	\$7.00	\$1,750.00	0	250	\$0.00
22	500 S.Y.	1 1/2" Superpave HMA Wear. Crse.	\$6.00	\$3,000.00	500	0	\$3,000.00
23	1,000 L.F.	Off Street Trench Restoration	\$2.00	\$2,000.00	2748	0	\$5,496.00
24	750 S.Y.	6' Min. Compacted Depth Restoration	\$8.00	\$6,000.00	750	0	\$6,000.00
25	500 L.F.	Temporary Paving	\$3.00	\$1,500.00	81	419	\$243.00
26	1,000 L.F.	Saw Cut	\$1.00	\$1,000.00	1000	0	\$1,000.00
27	Lump Sum	Main. & Prot. of Traffic	\$8,000.00	\$8,000.00	100%	0%	\$8,000.00
28	Lump Sum	Clear., Grubb., E & S Controls	\$100.00	\$100.00	100%	0%	\$100.00
29	250 L.F.	8" SDR-35 PVC Pipe 0' to 8'	\$40.00	\$10,000.00	696	0	\$27,840.00
30	1,500 L.F.	8" SDR-35 PVC Pipe 8' to 10'	\$43.00	\$64,500.00	4193	0	\$180,299.00
Sheet Total							\$427,405.00

Certificate No. 15 & Final Sanitary Sewer Construction for Phases 1B, 3A, Reel Street & Greenbelt Drive

Item No.	Quantity	Description	Unit Price	Contract Value	Quantity Completed	Quantity Remaining	\$ Amount Completed
31	4350 L.F.	8" SDR-35 PVC Pipe 10' to 12'	\$56.00	\$243,600.00	2097	2233	\$117,432.00
32	750 L.F.	8" SDR-35 PVC Pipe 12' to 14'	\$70.00	\$52,500.00	932	0	\$65,240.00
33	700 L.F.	8" SDR-35 PVC Pipe 14' to 16'	\$85.00	\$59,500.00	980	0	\$83,300.00
34	3 Each	Precast Manholes 0' to 8'	\$1,800.00	\$5,400.00	7	0	\$12,600.00
35	6 Each	Precast Manholes 8' to 10'	\$2,100.00	\$12,600.00	15	0	\$31,500.00
36	9 Each	Precast Manholes 10' to 12'	\$2,500.00	\$22,500.00	7	2	\$17,500.00
37	4 Each	Precast Manhole 12' to 14'	\$3,000.00	\$12,000.00	3	1	\$9,000.00
38	1 Each	Precast Manhole 14' to 16'	\$3,500.00	\$3,500.00	2	0	\$7,000.00
39	1 Each	Precast Manhole 16'+	\$4,000.00	\$4,000.00	2	0	\$8,000.00
40	115 Each	Lateral Wyes 8"x6"	\$80.00	\$9,200.00	142	0	\$11,360.00
41	2300 L.F.	6" SDR-35 PVC Lateral	\$50.00	\$115,000.00	2300	0	\$115,000.00
42	115 Each	6" Flange Cap	\$10.00	\$1,150.00	142	0	\$1,420.00
43	6,920 C.Y.	2A Modified Backfill	\$15.00	\$103,800.00	3515	3405	\$52,725.00
44	600 C.Y.	#57 Stone	\$19.00	\$11,400.00	600	0	\$11,400.00
45	75 L.F.	Concrete Encasement	\$30.00	\$2,250.00	0	75	\$0.00
46	3,850 S.Y.	6" B.C.B.C.	\$24.00	\$92,400.00	0	3850	\$0.00
47	3,850 S.Y.	2" ID-2 Wearing Course	\$6.50	\$25,025.00	425	3425	\$2,762.50
48	600 S.Y.	5" Superpave HMA Base Course	\$21.00	\$12,600.00	775	0	\$16,275.00
49	600 S.Y.	2" Superpave HMA Binder Course	\$6.00	\$3,600.00	15201	0	\$91,206.00
50	1,500 S.Y.	1 1/2" Superpave HMA Wear. Crse.	\$5.50	\$8,250.00	19021	0	\$104,560.50
51	450 L.F.	Off-Street Trench Restoration	\$2.00	\$900.00	13179	0	\$26,358.00
52	8,150 L.F.	Temporary Paving	\$2.00	\$16,300.00	7488	662	\$14,976.00
53	16,300 L.F.	Saw Cut	\$1.00	\$16,300.00	16500	0	\$16,300.00
54	35 L.F.	Repl. Exist. 6" Pipe with 14"x23" RCCP	\$106.00	\$3,710.00	35	0	\$3,710.00
55	35 L.F.	Repl. Exist. 15" Pipe with 18" RCCP	\$82.00	\$2,870.00	75	0	\$6,150.00
56	10 V.F.	Drop Manhole Connection	\$200.00	\$2,000.00	6	4	\$1,200.00
57	Lump Sum	Main. & Prot. of Traffic	\$3,100.00	\$3,100.00	100%	0%	\$3,100.00
58	Lump Sum	Clear., Grubb., E & S Controls	\$100.00	\$100.00	100%	0%	\$100.00
59	375 L.F.	8" SDR-35 PVC Pipe 0' to 8"	\$40.00	\$15,000.00	375	0	\$15,000.00
60	50 L.F.	8" SDR-35 PVC Pipe 12' to 14'	\$70.00	\$3,500.00	50	0	\$3,500.00
61	1 Each	Precast Manhole 0' to 8'	\$1,800.00	\$1,800.00	1	0	\$1,800.00
62	1 Each	Precast Manhole 12' to 14'	\$3,000.00	\$3,000.00	1	0	\$3,000.00
63	3 Each	Lateral Wyes 8"x6"	\$80.00	\$240.00	3	0	\$240.00
64	75 L.F.	6" SDR-35 PVC Lateral Pipe	\$50.00	\$3,750.00	75	0	\$3,750.00
Sheet Total							\$857,465.00