



**Erin K. Fure**  
Director, Corporate Counsel  
852 Wesley Drive | Mechanicsburg, PA 17055  
Phone: 717-550-1556 | Fax: 717-550-1255  
[erin.fure@amwater.com](mailto:erin.fure@amwater.com)

June 13, 2023

**VIA ELECTRONIC FILING**

Ms. Rosemary Chiavetta, Secretary  
Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**In re: Application of Pennsylvania-American Water Company for  
Approval of the Right to Offer, Render, Furnish or Supply  
Wastewater Service to the Public in an Additional Portion of  
Sadsbury Township, Chester County, Pennsylvania**

**Docket No. A-2023-3039812**

Dear Secretary Chiavetta:

In response to your letter dated May 16, 2023 attached for filing is Pennsylvania-American Water Company's responses to Data Request Set II, regarding the above referenced docket number.

Sincerely,

A handwritten signature in blue ink that reads "EK Fure".

Erin K. Fure

cc: Clinton McKinley (*via electronic mail*)  
All Parties on the attached Certificate of Service (*via electronic mail*)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>In re: Application of Pennsylvania-American Water Company for Approval of the Right to Offer, Render, Furnish or Supply Wastewater Service to the Public in an Additional Portion of Sadsbury Township, Chester County, Pennsylvania</b>	: : : : : : :	<b>Docket No. A-2023-3039812</b>
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**CERTIFICATE OF SERVICE**

I hereby certify that I am this day serving the above-referenced Responses upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

**SEND VIA ELECTRONIC MAIL ON JUNE 13, 2023**

Patrick Cicero, Consumer Advocate  
Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923  
*(via electronic mail)*

NazAarah Sabree, Small Business Advocate  
Office of Small Business Advocate  
555 Walnut Street  
1<sup>st</sup> Floor, Forum Place  
Harrisburg, PA 17101  
*(via electronic mail)*

Richard Kanaskie, Director  
Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
400 North Street  
PO Box 3265  
Harrisburg, PA 17105  
*(via electronic mail)*

Respectfully Submitted,



Erin K. Fure, Esquire (PA ID #312245)  
Pennsylvania-American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17055  
Phone: (717) 550-1556  
Email: [erin.fure@amwater.com](mailto:erin.fure@amwater.com)

**Attorney for Pennsylvania-American Water Company**

**Application of Pennsylvania-American Water Company – Wastewater Division for approval to begin to offer, render, furnish or supply wastewater service to the public in an additional portion of Sadsbury Township, Chester County, Pennsylvania**

**Docket No. A-2023-30398123**

**PAWC's Responses to TUS Data Request Set II**

- A-8** In response to Data Request A-1a., PAWC-WD indicated PAWC-WD is the owner of the Octorara Force Main. However, Section 9 of the Utility Easement Agreement between Upper Octorara Presbyterian Church and Sadsbury Commons, L.P. (UOPEA), provided in response to Data Request A-3, indicated that the Octorara Force Main shall be owned by Sadsbury Commons, L.P. and that Sadsbury Commons, L.P. may dedicate, assign, grant alienate, convey or sell the force main. Considering this discrepancy, please provide the following:
- a. An executed copy of any Sewer Main Extension Agreement or Sewer Main Extension Deposit Agreement PAWC-WD's entered into with Sadsbury Commons, L.P. for the construction of the Octorara Force Main;
  - b. Evidence that the Octorara Force Main was dedicated to PAWC-WD;
  - c. A description of PAWC-WD's journal entries by major plant account for the booking of the original cost of the Octorara Force Main. Specifically identify all contributions in-aid-of construction and company contributions; and
  - d. If PAWC-WD incurred the cost to construct the Octorara Force Main, please explain how this complies with PAWC-WD's effective tariff.

**Response:**

- a. Please see **Attachment A-8-a** for an executed version of the sewer main extension agreement that was executed with Sadsbury Commons L.P.
- b. Please see **Attachment A-8-b** for a letter of acceptance from PAWC that the sewer facilities were constructed by the developer was approved and accepted by PAWC.
- c. Please see **Attachment A-8-c** for a breakdown of the total amount of \$904,687.000 assets booked on 11/28/2022.

**Application of Pennsylvania-American Water Company – Wastewater Division for approval to begin to offer, render, furnish or supply wastewater service to the public in an additional portion of Sadsbury Township, Chester County, Pennsylvania**

**Docket No. A-2023-30398123**

**PAWC's Responses to TUS Data Request Set II**

- d. As per the agreement in **Attachment A-8-a**, the cost for the improvements was contributed by the developer and PAWC did provide contribution for oversizing of a portion of the assets.

**Responsible Witness:**     **Gerald A. DeBalko, P.E, Engineering Manager – Project Delivery  
Pennsylvania-American Water Company (subparts a and b)**  
  
  **Rosemary Nardone – Operations Specialist, Business  
Performance**  
  **Pennsylvania-American Water Company (subpart c)**

**Date:**                             **June 13, 2023**

SADSBURY COMMONS, LP

001453

Vendor ID	Name	Payment Number	Check Date	Document Number	
PAW0001	PAWC	00000000000000118	1/22/2020	1453	
Our Voucher Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
202001222	1/22/2020	\$87,700.00	\$87,700.00	\$0.00	\$87,700.00

Inspection Fees	\$87,700.00	\$87,700.00	\$0.00	\$87,700.00
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THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

SADSBURY COMMONS, LP  
 795 E Lancaster Ave., Suite 200  
 Villanova, PA 19085

VIST BANK  
 62-1219/0313

001453

DATE	AMOUNT
1/22/2020	\$87,700.00

PAY Eighty Seven Thousand Seven Hundred Dollars and 00 Cents

TO THE ORDER OF PAWC  
 4 Wellington Blvd  
 Wyomissing PA 19610

  
 AUTHORIZED SIGNATURE MP



## SEWER MAIN EXTENSION AGREEMENT

SADSBURY COMMONS

WO # \_\_\_\_\_

THIS AGREEMENT, made this 24<sup>th</sup> day of January, 2020, by and between Pennsylvania-American Water Company, with offices at 4 Wellington Blvd, Wyomissing, Pennsylvania, 19610 ("PAWC") and SADSBURY COMMONS, L.P., a Pennsylvania limited partnership with offices at Two Villanova Center, 795 East Lancaster Avenue, Suite 200, Villanova, Pennsylvania 19085 ("Developer").

WHEREAS, PAWC and Developer have agreed upon terms and conditions pursuant to which sewer service will be supplied by PAWC to a land development being undertaken by Developer known as Sadsbury Commons, in Sadsbury Township, Chester County, Pennsylvania which property is identified on the plans as described in Exhibit "A" (the "Premises");

WHEREAS, PAWC is willing to provide sewer service to the Premises within the development; and

WHEREAS, Developer has requested PAWC to furnish sewer service to and within the development to service Premises; and

WHEREAS, Developer is willing and desires to design and construct such extension and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PROMISES, the parties intending to be legally bound hereby, mutually promise, covenant and agree as follows:

1. Developer shall design, construct, and install or cause to be designed, constructed, and installed, at its cost, the Sewer Facilities as indicated on the drawings identified and attached in **Exhibit "A"** (collectively, the "Sewer Facilities"), including, but not limited to, costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, testing, corrections, insurance, and bonds. Said Sewer Facilities shall consist of sewer mains, manholes, pump stations, valves, valve boxes, fittings, lateral connections to the property line on each lot shown on drawings, and all other material and equipment necessary to provide complete and reliable sewer service. Developer shall provide PAWC, upon request, qualifications of engineer and contractor, and must receive PAWC approval prior to beginning of design and construction.
2. Upon execution of this Agreement, the Developer will provide in cash a payment to PAWC in the sum of \$87,700 as indicated in the estimate attached hereto as **Exhibit "B"**. This payment represents the estimated PAWC and/or their representatives engineering, inspection, contingencies, administrative and legal costs, preparation of as-built drawings, easements fees (if applicable) and other related costs associated with the installation of the Sewer Facilities

for the Premises referenced above. Upon completion of the Sewer Facilities and acceptance by PAWC, any unused portion of the payment will be released to the Developer. If the estimated payment was insufficient to cover all costs incurred by PAWC, the Developer will promptly provide in cash a payment for the difference.

3. PAWC, at its sole option and cost, reserves the right to "oversize" the Sewer Facilities. If PAWC exercises the right to oversize, it shall pay for the difference in the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.
4. Developer shall obtain all requisite permits, zoning and other approvals for the construction of the Sewer Facilities. All plans, specifications, construction, and installation of the Sewer Facilities shall be in accordance with good utility practices, conform to PAWC's latest specifications available separately, adhere to the rules, regulations, and requirements of the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover. Any required approvals shall be in writing. Additionally, all of said drawings and specifications shall have the written approval of PAWC before construction is commenced. Approval by PAWC will not be unreasonably withheld or delayed.
5. Developer or, as applicable, the Township of Sadsbury (the "Township") heretofore secured either permanent easements required for the construction and use of any and all Sewer Facilities. Upon completion of the Sewer Facilities, Developer shall (or, as applicable, shall request the Township to) assign to PAWC such easements pursuant to the form attached hereto as **Exhibit "C"** (the "Assignment of Easements"). Said permanent easement(s) or fee-simple parcel(s) are designated on Developer's plot plan as heretofore approved by PAWC. A copy of the proposed final subdivision plot plan, with the designation of PAWC's permanent easement(s) or PAWC's fee-simple property(s), shall be submitted to PAWC for its inspection, before it is submitted by developer to the zoning authorities for approval.
6. Developer agrees to advise PAWC before installing Sewer Facilities as provided in this Agreement. Developer shall apply for service and pay all applicable charges and fees in connection with all services to Premises in the development, including the capacity reservation fees and connection fees in effect at the time of service (currently outlined in **Exhibit "B"**). New service connections must be in a currently-approved Act 537 service territory and be in accordance with PAWC's Connection Management Plan.
7. Developer covenants and agrees to indemnify PAWC against any and all loss or damage which PAWC may suffer as a result of any damage to its sewer lines or service laterals, or any other sewer facility caused by Developer, its employees, agents, servants or workmen or any contractors or subcontractors employed by Developer.
8. Developer will be responsible for any damage to any property incurred that is incidental to the construction work being performed pursuant to this Agreement. Developer shall be responsible for any restoration necessary to public and/or private property that is affected in any way by the construction undertaken pursuant to the extension of sewer service pursuant to

this Agreement. Developer agrees to indemnify PAWC against any and all loss or damage to property which may occur as a result of or incidental to the construction of the sewer main extension, the installation of sewer service laterals and connections, and all work performed therewith.

9. Developer hereby agrees to hold and save PAWC harmless from and against any and all damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which PAWC shall or may at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of Developer, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Developer hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Developer, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of PAWC, or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 9. Developer will assume PAWC's defense at Developer's expense and will pay all final judgments rendered thereon.
10. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten feet shall be maintained. Where this separation cannot be maintained, a minimum of three feet horizontal and eighteen inch vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in casing pipe ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said sewer pipes and lines. Provided, however, that should the Developer wish to do so, it may at its own expense provide a new location acceptable to PAWC for the said sewer pipes and lines and PAWC must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Developer.
11. Developer agrees that it will not request service to the Development prior to the completion of the Sewer System and acceptance thereof by PAWC. Upon completion and acceptance in writing by PAWC of the aforesaid Sewer Facilities, PAWC, upon proper application, shall provide sewer service to Developer in accordance with its rules and regulations. Pursuant to this Agreement, proper application shall include payment of all applicable fees and charges for the extension of sewer service to customers in effect at the time of service provided in PAWC's rules and regulations .
12. Any difference between the actual cost of installing the sewer service and main extension and the estimate furnished by the Developer for the installation of the system described in this Agreement and the plans attached hereto will be borne by the Developer. The Developer understands that the estimates attached hereto are simply estimates and are not a guarantee or certification of the cost of the system, which is the subject of this Agreement. Such cost variation might be caused by (but not limited to) unforeseen rock excavation or other unusual-

soil conditions. Other unforeseen conditions could cause additional cost beyond the estimates attached hereto. PAWC assumes no responsibility for additional costs over and above the estimated amounts provided and attached to this Agreement as Exhibits.

13. PAWC and Developer hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the Sewer Facilities and appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative and legal costs incurred by PAWC in the construction and installation of said main and all appurtenances thereto.
14. The Developer shall deliver to PAWC a copy of the final paid invoice(s) for all Sewer Facilities constructed and to be conveyed under this Agreement. If not finalized at the time of the execution of this Agreement, the Developer shall deliver executed copies of PAWC's Standard Easement Agreement, available separately from this agreement, for the easement area with a legal metes and bounds description of the easement (if required), or assign easements that were previously granted. Preparation of all easement documents necessary for successfully recording in the county courthouse are the responsibility of the Developer. PAWC will be responsible for delivering the easement to the courthouse for recording. Upon completion of the above, PAWC will "true up" Developers payment per Paragraph 2 with the costs that were incurred by PAWC in connection with the Sewer Facilities and this Agreement.
15. Developer shall comply with the inspection and testing requirements of PAWC for the Sewer Facilities, which requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall give PAWC adequate notice when the Sewer Facilities are ready for inspection and testing, and PAWC shall inspect and witness testing promptly after being so notified. PAWC specifically reserves the right to withhold acceptance of the Sewer Facilities unless the Sewer Facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to PAWC upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by PAWC made subsequent to its inspection and for one year following PAWC's acceptance of the Sewer Facilities. Inspections or acceptance by PAWC shall in no way relieve or limit Developer's responsibility and liability for construction and installation of the Sewer Facilities in accordance with the terms of this Agreement, including the one year warranty.
16. In consideration of PAWC's commitment to provide sewer service to the Development and in accordance with PAWC's tariff, all materials installed, facilities constructed, and equipment provided by Developer in connection with construction of the Sewer Facilities under this Agreement and the completed Sewer Facilities shall become the sole property of PAWC as installed, and full legal and equitable title thereto shall be then vested in PAWC, free and clear of all liens, without the requirement of any written document of transfer to PAWC or acceptance by PAWC. Developer agrees to execute or cause to be executed promptly such documents as counsel for PAWC may reasonably request to evidence good and merchantable title to the Sewer Facilities free and clear of all liens. All risk of loss shall be with Developer until acceptance of the Sewer Facilities, or any portions thereof, by PAWC. Thereafter, risk of loss shall be with PAWC. Developer shall repair or cause to be repaired promptly at no cost to

PAWC all damage to the Sewer Facilities caused by construction operations until all construction in the Development by or for Developer has been completed. After PAWC has accepted the Sewer Facilities, it will maintain, repair, and replace the Sewer Facilities as needed subject to the warranty provisions of the Agreement.

17. Developer shall repair or replace any defects in materials or construction of which Developer is given written notice by the PAWC during said warranty periods, and in the event that Developer fails to diligently commence or pursue said repairs or replacement, or if PAWC exclusively determines the defects in materials or construction constitute an emergency that adversely impacts the PAWC's ability to provide service, PAWC has the right (but not the obligation) to undertake said repairs and replacement and PAWC shall have the right to recover the additional costs from Developer.
18. Prior to the commencement of construction of the Sewer Facilities, Developer's contractors having responsibility for the installation of the Sewer Facilities shall furnish PAWC with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:
- (i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.
  - (ii) Comprehensive general liability insurance, including operations and protective liability coverages, with limits of not less than ten million dollars (\$10,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. "PENNSYLVANIA-AMERICAN WATER COMPANY" shall be named as additional insured under this policy and the following language shall be included on the certificate:

***Project Location:***

***Certificate holder is included as additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder as required by written contract. Excess policy follows form for Employers Liability, General Liability and Auto Liability. Policies without exception and shall be indicated as such with an endorsement from the insurer. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to the Additional Insured. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers Compensation policies. (Note to Producer/Insurer: General Liability per occurrence limit and Auto policy per occurrence limit, combined with the Excess policies, must not be less than \$10,000,000.00 Combined Total Limit of Liability.***

- (iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of \$1,000,000, in connection with the work contemplated by this Agreement.
19. This Agreement contains the entire agreement of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this

Agreement. This Agreement supersedes, cancels and terminates any and all rights or obligations that may have arisen between the parties.

20. All representations, warranties, and agreements of PAWC and Developer set forth in this Agreement shall survive the dedication date and the parties shall be entitled to rely upon such representations, warranties and agreements.
21. This Agreement may not be amended except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the parties against whom such claimed amendment, modification, termination or waiver is sought to be enforced.
22. The Developer's obligations hereunder may not be assigned to any other person or entity without the prior written consent of PAWC; provided that, this Agreement shall be terminated and the Developer shall be released from any further liability or obligations hereunder, if, and at such time, as any other developer executes and delivers an agreement with PAWC in the same form as this Agreement, or such other form as is approved by PAWC, together with financial security in the form required hereby or such other form as is approved by PAWC.
23. This Agreement shall be binding, and inure to the benefit of, the parties as well as their successors and assigns.
24. Nothing herein shall be construed as an agreement by PAWC to furnish additional sewerage capacity outside of that which is now, or shall hereafter be, approved pursuant to the Act 537 Plan.
25. The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but the same shall, nevertheless, be and remain in full force and affect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

WITNESS:



WITNESS:



PENNSYLVANIA-AMERICAN WATER COMPANY  
Coatesville District

By: 

Name: JUSTIN BRANE

Title: OPS SUPERINTENDENT

DEVELOPER 5 ADS BURY COMMONS, L.P.

By: 

Name: KENT SIFERS

Title: VICE PRESIDENT

**SUMMARY OF EXHIBITS**

***DEVELOPMENT NAME***  
WO # \_\_\_\_\_

Exhibit	Description
A	Subdivision / Construction Plans
B	Summary of Cost
C	Deed of Easement and Right of Way

EXHIBIT A

**DEVELOPMENT NAME**

**DRAWING LIST**

WO # \_\_\_\_\_

The sewer main extension drawings referred to as Exhibit "A" in the agreement were prepared by:

Company Name

Bohler Engineering

Company Address

1600 Manor Drive, Suite 200

Chalfont, PA 18914

Phone and Fax

Phone – 215-996-9100

Fax – 215-996-9102

The drawing information is as follows (Overall Utility Plan Phase 2):

Plan Date: 3/6/2017  
Latest Revision: Rev. 6 – 4/26/2019  
Total Number of Sheets: 100  
Project Number: Sheet 24 of 100

The drawing information is as follows (Offsite Sanitary Forcemain):

Plan Date: 3/6/2017  
Latest Revision: Rev. 2 – 2/19/2018  
Total Number of Sheets: 7  
Project Number: Sheets 1 through 7

ATTACHED TO THIS EXHIBIT, COPY OF THE SUBDIVISION PLAN PLUS UTILITY PLANS AND DETAILS OF THE SEWER FACILITIES.

**EXHIBIT B*****DEVELOPMENT NAME*****SUMMARY OF COST**

WO# \_\_\_\_\_

The following estimate is to be incorporated into the Sewer Main Extension Agreement for this project. The basis for the costs is from a cost proposal submitted by the Developer, which was received from his Contractor and is attached hereto. The Developer will submit a signed Contract with the Contractor to PAWC when available. The costs represent on site and off site work.

Estimated Construction Cost for Sewer Facilities	\$ <u>1,754,114.20</u>
Estimated PAWC Inspection, Administration, Engineering, Legal and As-Built Survey, per Paragraph 2	\$ <u>87,700.00</u>
Total	\$ <u>1,841,814.20</u>
Estimated PAWC "Oversizing" Cost for Sewer Facilities (see attached)	\$ <u>447,200.80</u>

The above costs do not represent the costs associated with capacity fees or inspection fees. These costs will be determined at the time of application for service and will be based on the PAWC schedule of rates and charges in effect at that time. The following is a summary of charges in effect as of the date shown above. Depending on the location of the development, additional charges or fees may apply.

## Connection Charges per Residence:

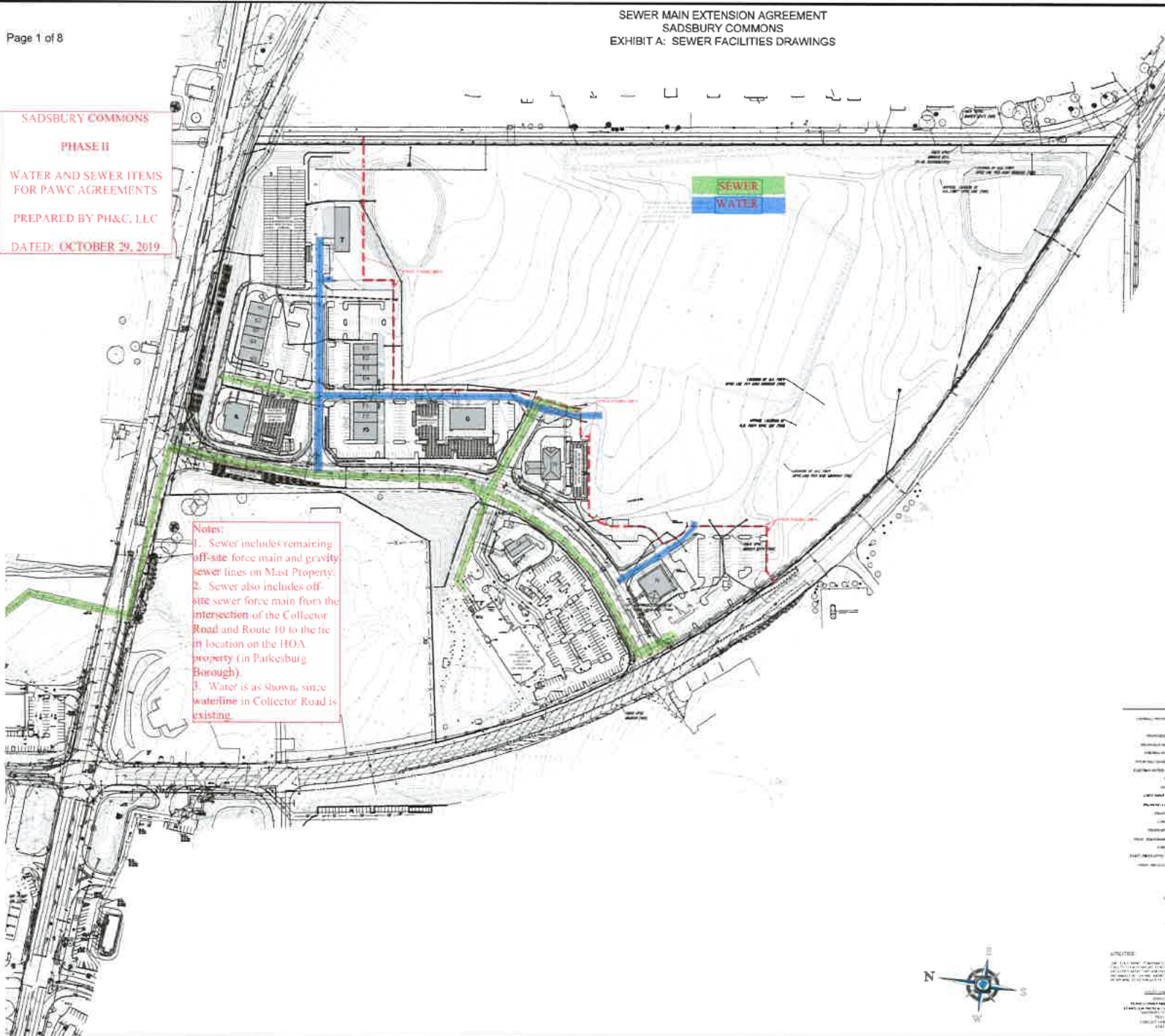
PAWC Capacity Reservation Fees	\$	In accordance with tariff
PAWC Connection Fee	\$	50.00

EXHIBIT C

- Temporary Construction Easement Agreement between Noah L. Hershey & Parmalle C. Hershey and Sadsbury Commons, L.P.
- Temporary Construction Easement Agreement between Clair E. Hershey & Pamela K. Hershey and Sadsbury Commons, L.P.
- Utility Easement Agreement between Donald W. Cairns & Kelly M. Cairns and Sadsbury Commons, L.P.
- Utility Easement Agreement between Upper Octorara Presbyterian Church and Sadsbury Commons, L.P.
- Utility Easement Agreement between Eli K. Stoltzfus & Malinda K. Stoltzfus and Sadsbury Commons, L.P.
- Sanitary Sewer and Temporary Construction and Access Easement Agreement between Sadsbury Township and Sadsbury Crossing Homeowners Association (this agreement must be amended following completion of as-builts to reflect the revised location of the main (as constructed) on the HOA property).

SEWER MAIN EXTENSION AGREEMENT  
SADSBURY COMMONS  
EXHIBIT A: SEWER FACILITIES DRAWINGS

SADSBURY COMMONS  
PHASE II  
WATER AND SEWER ITEMS  
FOR PAWC AGREEMENTS  
PREPARED BY PH&C, LLC  
DATED: OCTOBER 29, 2019



Notes:  
1. Sewer includes remaining off-site force main and gravity sewer lines on Mast Property.  
2. Sewer also includes off-site sewer force main from the intersection of the Collector Road and Route 10 to the tie in location on the HOA property (in Parkesburg Borough).  
3. Water is as shown, since waterline in Collector Road is existing.



OVERALL KEY MAP  
10/29/19

**BOHLER ENGINEERING**  
INCORPORATED  
1000 W. MARKET STREET  
SUITE 100  
MIDDLETOWN, PA 17057  
TEL: 717.833.1111  
FAX: 717.833.1112  
www.BohlerEngineering.com

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD
1	10/29/19	ISSUED FOR PERMIT	JR	PH
2	11/01/19	REVISED PER COMMENTS	JR	PH
3	11/01/19	REVISED PER COMMENTS	JR	PH
4	11/01/19	REVISED PER COMMENTS	JR	PH
5	11/01/19	REVISED PER COMMENTS	JR	PH
6	11/01/19	REVISED PER COMMENTS	JR	PH
7	11/01/19	REVISED PER COMMENTS	JR	PH
8	11/01/19	REVISED PER COMMENTS	JR	PH
9	11/01/19	REVISED PER COMMENTS	JR	PH
10	11/01/19	REVISED PER COMMENTS	JR	PH

CALL BEFORE YOU DIG!  
PAI  
800.452.2834

PROJECT NO. 19-001  
DATE: 10/29/19  
SCALE: AS SHOWN

FINAL LAND DEVELOPMENT PLAN PHASE 2, PRELIMINARY LAND DEVELOPMENT PLAN PHASE 3

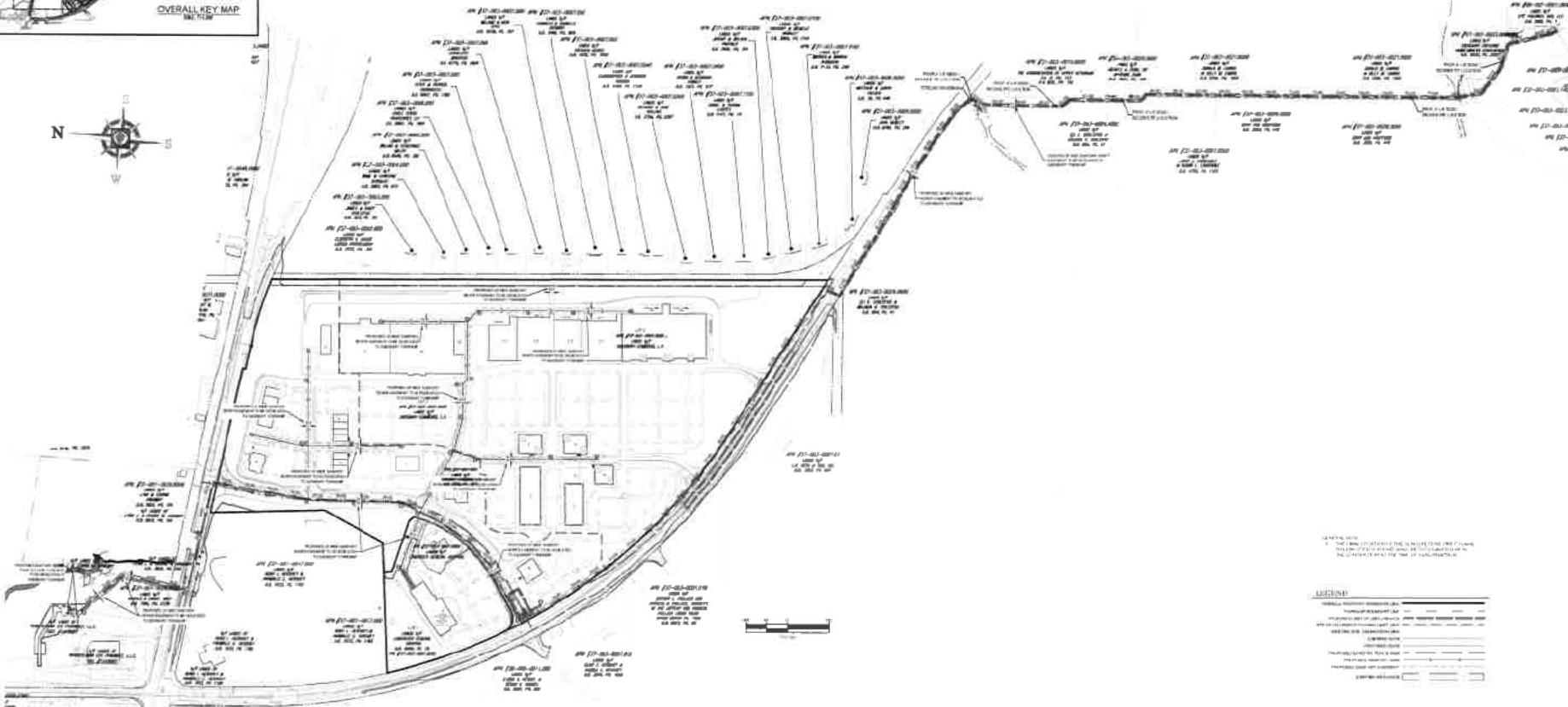
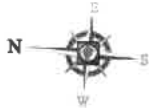
SADSBURY COMMONS, L.P.  
SADSBURY COMMONS  
ROUTES 16 & 20  
SADSBURY TOWNSHIP  
CHESTER COUNTY  
PENNSYLVANIA

**BOHLER ENGINEERING**  
INCORPORATED  
1000 W. MARKET STREET  
SUITE 100  
MIDDLETOWN, PA 17057  
TEL: 717.833.1111  
FAX: 717.833.1112  
www.BohlerEngineering.com

R.E. KLOS, JR.  
PROFESSIONAL ENGINEER  
LICENSE NO. 1000000000000000

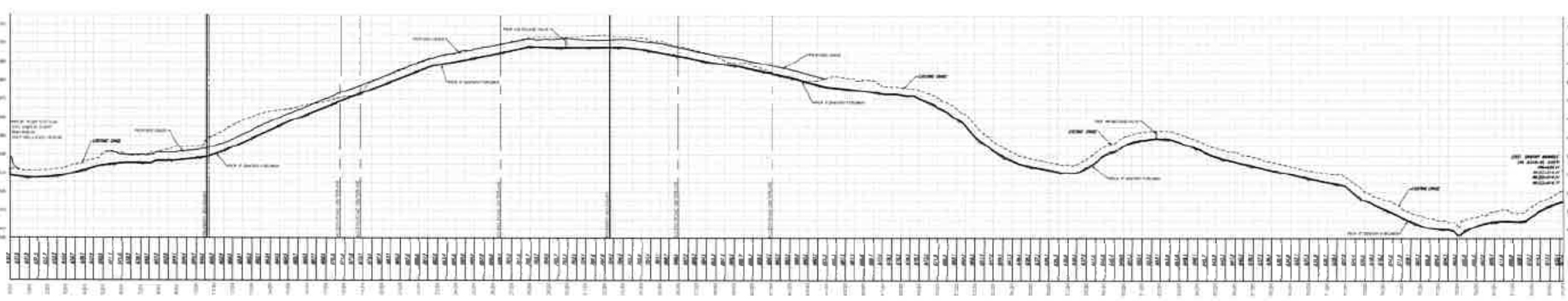
OVERALL UTILITY PLAN (PHASE 2)

SEWER MAIN EXTENSION AGREEMENT  
 SADBURY COMMONS  
 EXHIBIT A: SEWER FACILITIES DRAWINGS



LETTERING  
 1. THE ONLY LETTERING TO BE SHOWN ON THE DRAWING SHALL BE THAT INDICATED BY THE FOLLOWING LIST.  
 2. THE SIZE OF LETTERING SHALL BE AS SHOWN IN THE FOLLOWING LIST.

LETTERING  
 NUMBER OF LETTERS: 10  
 STYLE: PLAIN  
 WEIGHT: BOLD  
 COLOR: BLACK  
 FONT: CALIBRI  
 SIZE: 12



PROPOSED SANITARY FORCEMAIN

**BOHLER ENGINEERING**  
 INCORPORATED  
 1000 N. 15TH STREET, SUITE 200  
 CHALFOUR, PENNSYLVANIA 19028  
 TEL: 610-884-8300  
 FAX: 610-884-8303  
 WWW.BOHLENERG.COM

REVISIONS		
NO.	DATE	DESCRIPTION

CALL BEFORE YOU DIG!  
 800-4-A-DIG-1  
 800-422-4742

**PA**  
 PENNSYLVANIA  
 PROFESSIONAL ASSOCIATION

SADBURY COMMONS, L.P.  
 SADBURY COMMONS  
 ROUTES 10 & 30  
 SADBURY TOWNSHIP  
 CHESTER COUNTY  
 PENNSYLVANIA

**BOHLER ENGINEERING**  
 INCORPORATED  
 1000 N. 15TH STREET, SUITE 200  
 CHALFOUR, PENNSYLVANIA 19028  
 TEL: 610-884-8300  
 FAX: 610-884-8303  
 WWW.BOHLENERG.COM

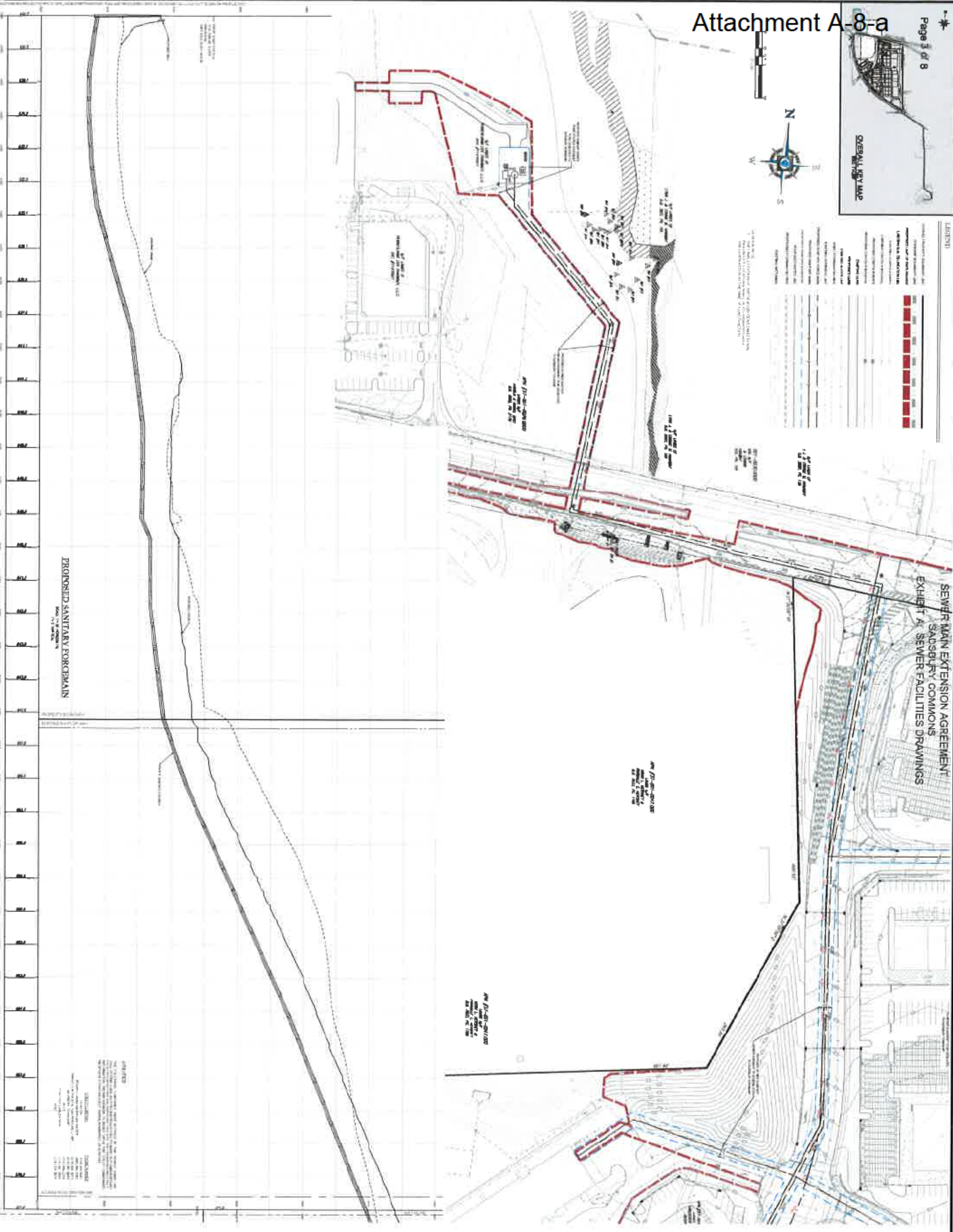
**R.E. KLOS, JR.**  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 12042, IN PENNSYLVANIA

SANITARY FORCEMAIN PROFILE (OVERALL)  
 SHEET NO. 01  
 OF 01



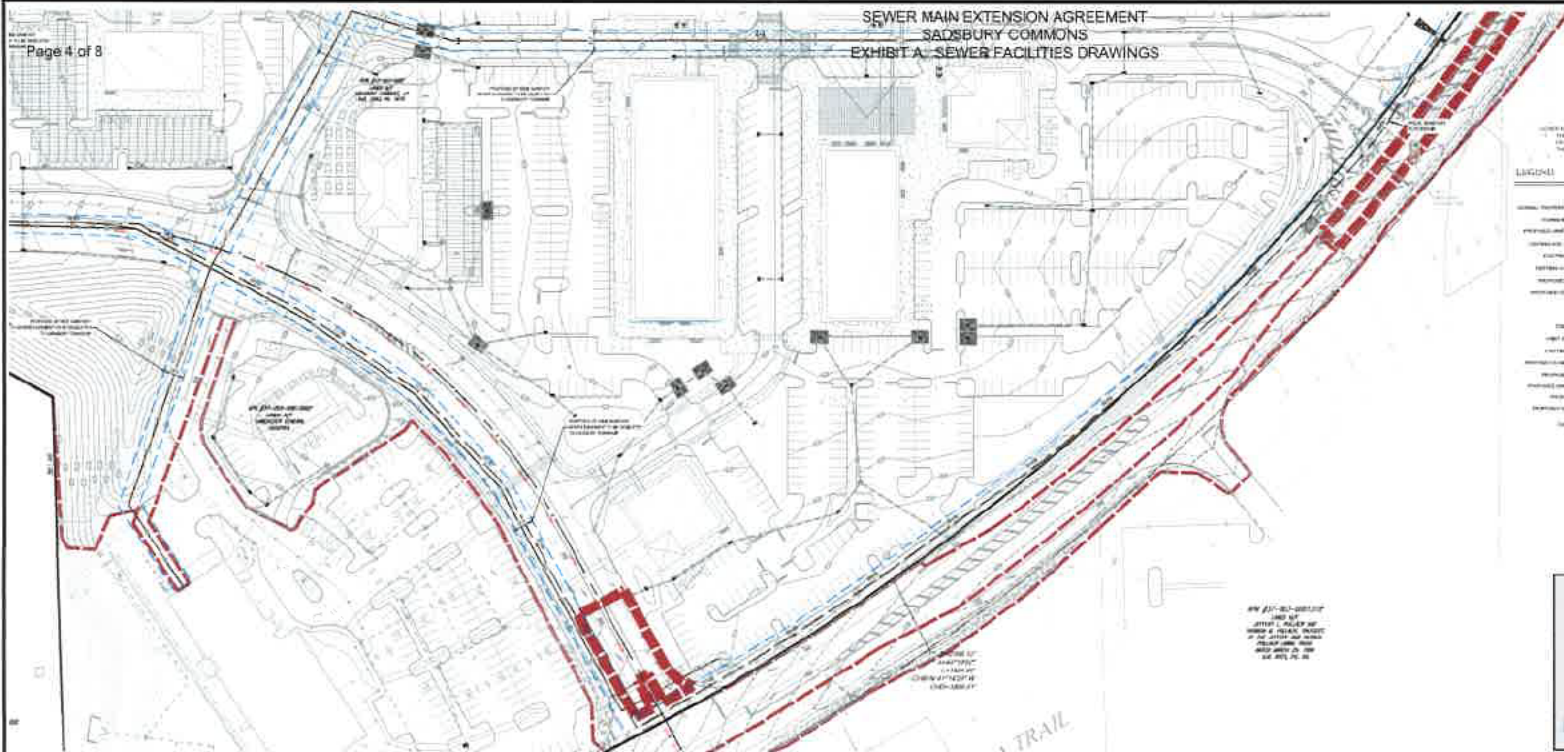
**LEGEND**

	SEWER MAIN EXTENSION AGREEMENT
	SANITARY COMMONS DRAWINGS
	SEWER FACILITIES DRAWINGS
	PROPERTY LINES
	EASEMENTS
	PROPOSED SEWER MAIN
	EXISTING SEWER MAIN
	SANITARY COMMONS
	SEWER FACILITIES
	PROPOSED SANITARY FOREMAN
	EXISTING SANITARY FOREMAN
	PROPOSED SANITARY FOREMAN PROFILE
	EXISTING SANITARY FOREMAN PROFILE
	PROPOSED SANITARY FOREMAN PROFILE
	EXISTING SANITARY FOREMAN PROFILE



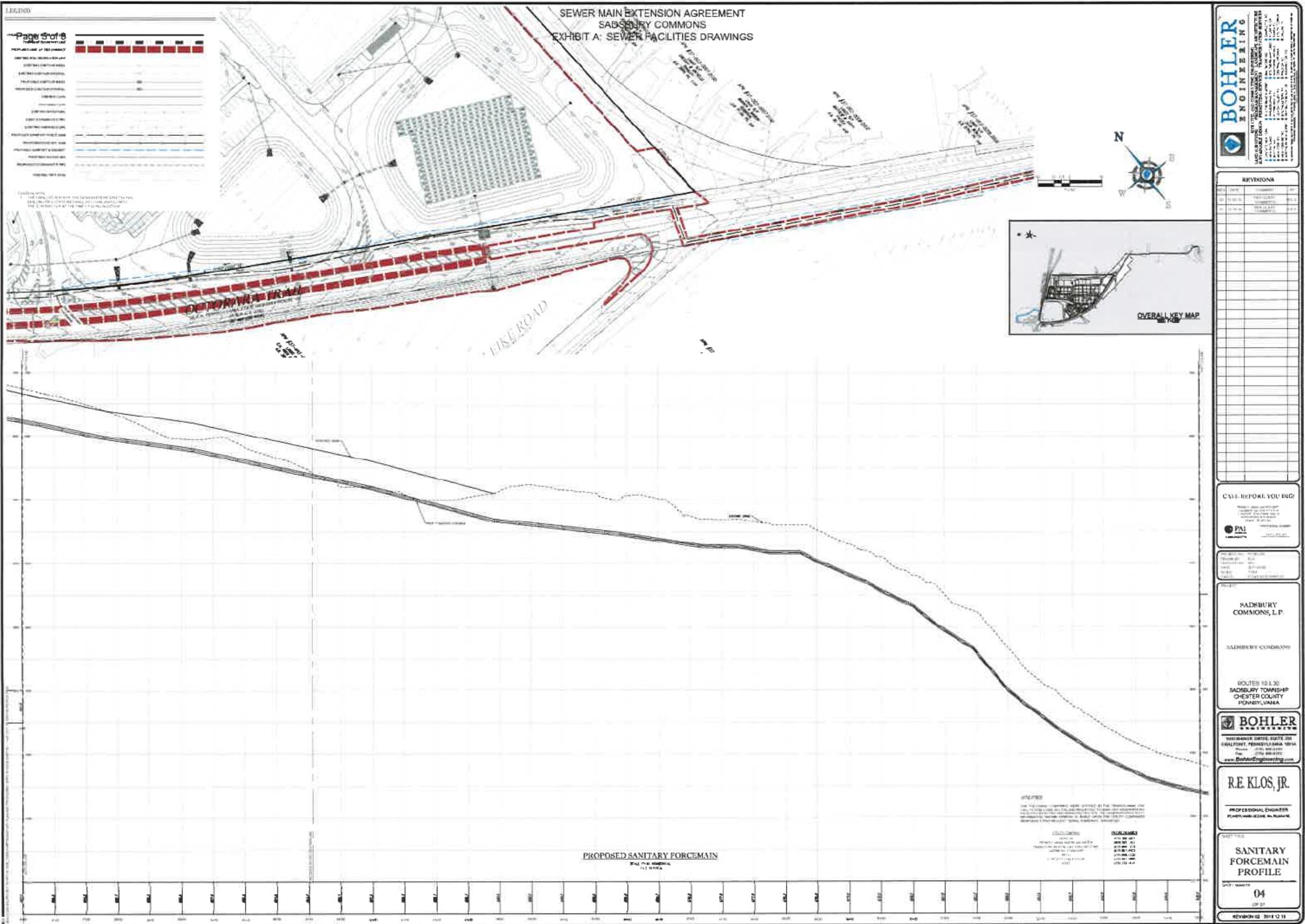
<p><b>BOHLER ENGINEERING</b></p> <p>2000 W. 10TH AVENUE, SUITE 200 DENVER, CO 80202 TEL: 303.733.1100 FAX: 303.733.1101 WWW.BOHLER-ENGINEERING.COM</p>		<p><b>CLIENT:</b> SANDSURY COMMONS SANDSURY COMMONS, L.P. 10010 W. 10TH AVENUE DENVER, CO 80202</p>	<p><b>PROJECT:</b> SEWER MAIN EXTENSION AGREEMENT SANITARY COMMONS DRAWINGS SEWER FACILITIES DRAWINGS</p>	<p><b>DATE:</b> 02</p>
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### SEWER MAIN EXTENSION AGREEMENT SADBURY COMMONS EXHIBIT A - SEWER FACILITIES DRAWINGS



**LEGEND**

EXISTING SANITARY FORCE MAIN	--- (dashed black)
PROPOSED SANITARY FORCE MAIN	--- (dashed red)
PROPOSED 18" DIA. S.F. MAIN	--- (dashed blue)
PROPOSED 15" DIA. S.F. MAIN	--- (dashed orange)
PROPOSED 12" DIA. S.F. MAIN	--- (dashed yellow)
PROPOSED 9" DIA. S.F. MAIN	--- (dashed green)
PROPOSED 6" DIA. S.F. MAIN	--- (dashed purple)
PROPOSED 4" DIA. S.F. MAIN	--- (dashed brown)
PROPOSED 3" DIA. S.F. MAIN	--- (dashed pink)
PROPOSED 2" DIA. S.F. MAIN	--- (dashed grey)
PROPOSED 1.5" DIA. S.F. MAIN	--- (dashed light blue)
PROPOSED 1" DIA. S.F. MAIN	--- (dashed light green)
PROPOSED 0.75" DIA. S.F. MAIN	--- (dashed light orange)
PROPOSED 0.5" DIA. S.F. MAIN	--- (dashed light purple)
PROPOSED 0.25" DIA. S.F. MAIN	--- (dashed light pink)
PROPOSED 0.125" DIA. S.F. MAIN	--- (dashed light grey)
PROPOSED 0.0625" DIA. S.F. MAIN	--- (dashed very light blue)
PROPOSED 0.03125" DIA. S.F. MAIN	--- (dashed very light green)
PROPOSED 0.015625" DIA. S.F. MAIN	--- (dashed very light orange)
PROPOSED 0.0078125" DIA. S.F. MAIN	--- (dashed very light purple)
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PROPOSED 0.001953125" DIA. S.F. MAIN	--- (dashed very light grey)
PROPOSED 0.0009765625" DIA. S.F. MAIN	--- (dashed very light blue)
PROPOSED 0.00048828125" DIA. S.F. MAIN	--- (dashed very light green)
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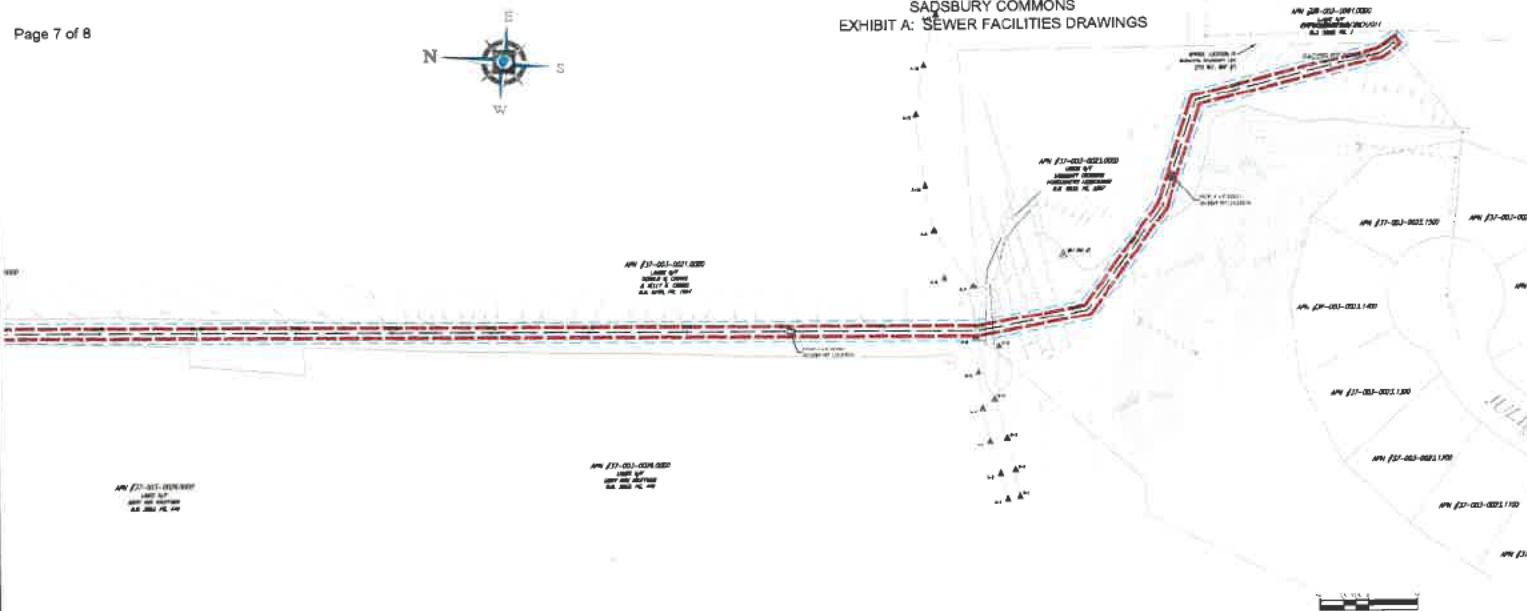




SEWER MAIN EXTENSION AGREEMENT  
SADBURY COMMONS  
EXHIBIT A: SEWER FACILITIES DRAWINGS



**BOHLER ENGINEERING**  
100 EAST WILKINSON AVENUE, SUITE 100  
CHESAPEAKE, VIRGINIA 23041  
Phone: (757) 536-8100  
www.bohler-engineering.com



**LEGEND**

EXISTING SANITARY FORCEMAIN	(Symbol)
PROPOSED SANITARY FORCEMAIN	(Symbol)
PROPOSED 18" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 15" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 12" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 10" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 8" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 6" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 4" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 3" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 2" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 1" DIAMETER FORCEMAIN	(Symbol)
PROPOSED 6" DIAMETER SANITARY FORCEMAIN	(Symbol)
PROPOSED 4" DIAMETER SANITARY FORCEMAIN	(Symbol)
PROPOSED 3" DIAMETER SANITARY FORCEMAIN	(Symbol)
PROPOSED 2" DIAMETER SANITARY FORCEMAIN	(Symbol)
PROPOSED 1" DIAMETER SANITARY FORCEMAIN	(Symbol)
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PROPOSED 3" DIAMETER SANITARY FORCEMAIN	(Symbol)
PROPOSED 2" DIAMETER SANITARY FORCEMAIN	(Symbol)
PROPOSED 1" DIAMETER SANITARY FORCEMAIN	(Symbol)

**REVISIONS**

NO.	DATE	BY	DESCRIPTION
1	11/11/14	SEA/J-BAW	ISSUE FOR PERMIT
2	12/24/14	PROJ/BAW	FOR CONSTRUCTION

**CALL BEFORE YOU DIG!**

811 or 1-800-4-A-DIG

PA1

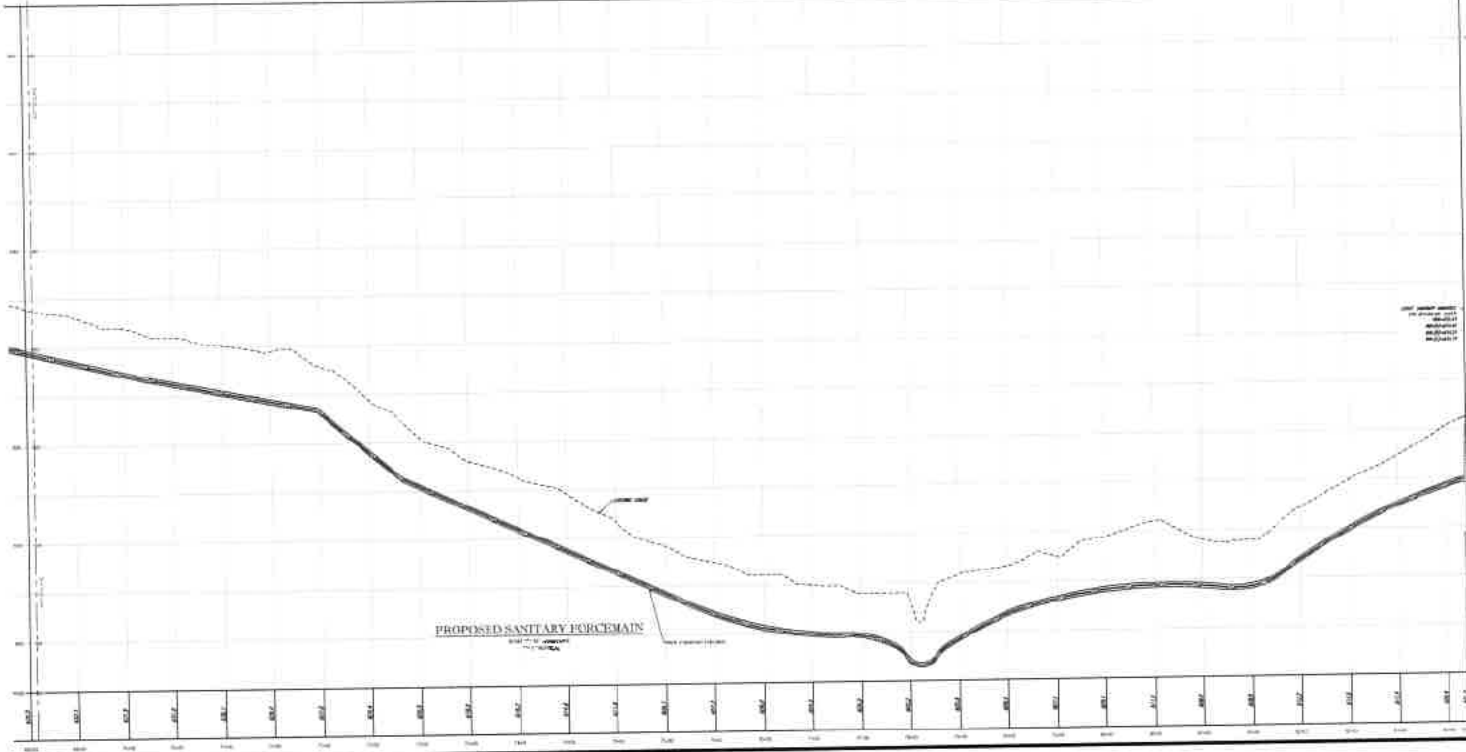
**SADBURY COMMONS, L.P.**

**HADBURY COMMONS**  
ROUTES 10 & 30  
SADBURY TOWNSHIP  
CHESTER COUNTY  
PENNSYLVANIA

**BOHLER ENGINEERING**  
100 EAST WILKINSON AVENUE, SUITE 100  
CHESAPEAKE, VIRGINIA 23041  
Phone: (757) 536-8100  
www.bohler-engineering.com

**R.E. KLOS, JR.**  
PROFESSIONAL ENGINEER  
EX-0001486-000-0000-0000

**SANITARY FORCEMAIN PROFILE**  
SHEET NO. 06  
REVISED: 02 - 2016 BY TR



**NOTES:**

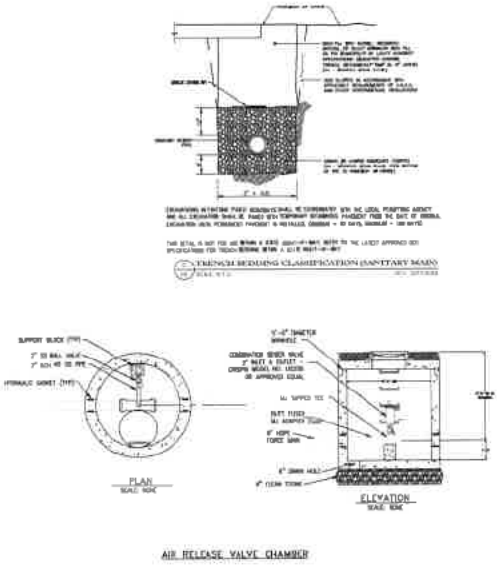
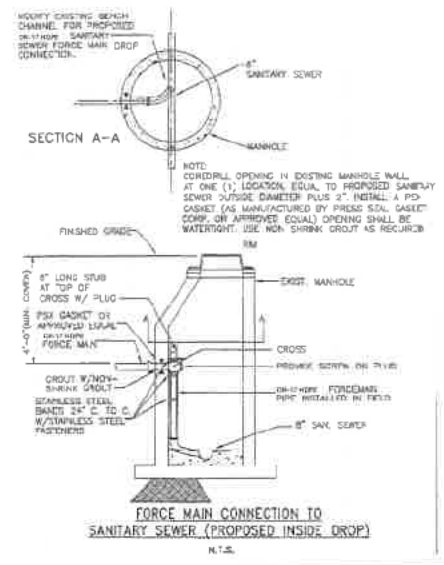
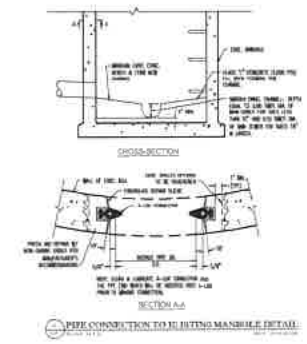
1. SEE PLAN FOR ALL INFORMATION CONCERNING THE LOCATION OF THE PROPOSED SANITARY FORCEMAIN.
2. THE PROPOSED SANITARY FORCEMAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP).
3. THE PROPOSED SANITARY FORCEMAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP).
4. THE PROPOSED SANITARY FORCEMAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP).
5. THE PROPOSED SANITARY FORCEMAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP).

**SCALE:**  
VERTICAL: 1" = 10'  
HORIZONTAL: 1" = 50'

SEWER MAIN EXTENSION AGREEMENT  
SADBURY COMMONS  
EXHIBIT A: SEWER FACILITIES DRAWINGS

**BOHLER ENGINEERING**  
 1000 BARON DRIVE SUITE 202  
 CHALFONT, PENNSYLVANIA 18914  
 PHONE: (610) 884-1010  
 FAX: (610) 884-1010  
 WWW: WWW.BOHLENG.COM

NO.	DATE	DESCRIPTION	BY
1	11-14-18	ISSUED FOR PERMIT	JK
2	11-14-18	ISSUED FOR PERMIT	JK
3	11-14-18	ISSUED FOR PERMIT	JK



CALL BEFORE YOU DIG!

**PSI**

SADBURY COMMONS, L.P.  
SADBURY COMMONS  
ROUTES 10 & 30  
SADBURY TOWNSHIP  
CHESTER COUNTY  
PENNSYLVANIA

**BOHLER ENGINEERING**  
1000 BARON DRIVE SUITE 202  
CHALFONT, PENNSYLVANIA 18914  
PHONE: (610) 884-1010  
FAX: (610) 884-1010  
WWW: WWW.BOHLENG.COM

**R.E. KLOS, JR.**  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. 14525

**DETAILS**

07  
OF 07

REVISION ID: 201716

SEWER MAIN EXTENSION AGREEMENT  
SADBURY COMMONS  
EXHIBIT B: COST ESTIMATE

<b>SADBURY COMMONS-SANITARY SEWER ESTIMATE</b>					
<b>PREPARED BY: PII&amp;C, LLC</b>					
<b>DATED: JANUARY 11,2020</b>					
DESCRIPTION	QUANTITY	UN	BID UNIT	BID TOTALS	SUBTOTALS
<b>PUMP STATION</b>					
PUMP STATION, INCLUDING GENERATOR	1	LS @	\$475,000.00	\$475,000.00	
			<b>SUBTOTAL (PUMP STATION)</b>		<b>\$475,000.00</b>
<b>SANITARY MAIN (MH#16A-MH#4)</b>					
8" SDR-35 PVC MAIN - MH16A TO MH11	746	LF @	\$88.00	\$65,648.00	
8" SDR-35 PVC MAIN - MH11 TO MH4	948	LF @	\$46.00	\$43,608.00	
MANHOLES	4	EA @	\$4,900.00	\$19,600.00	
DROP MANHOLES	9	EA @	\$5,500.00	\$49,500.00	
PARSON INSERTS	13	EA @	\$120.00	\$1,560.00	
FULL DEPTH STONE BACKFILL - MH16A TO MH11	1,434	TN @	\$20.00	\$28,680.00	
PERMANENT PAVEMENT PATCH	1	LS @	\$13,000.00	\$13,000.00	
			<b>SUBTOTAL (SANITARY MAIN MH#16A - MH4)</b>		<b>\$221,596.00</b>
<b>SANITARY MAIN (MH#4 - PS) - ALTERNATE</b>					
8" SDR-35 PVC MAIN - OPEN CUT (MH #4 - #3, ROW - PS)	689	LF @	\$80.00	\$55,120.00	
8" SDR-35 PVC MAIN - JACK & BORE (MH#3 - ROW)	355	LF @	\$550.00	\$195,250.00	
MANHOLES	5	EA @	\$6,800.00	\$34,000.00	
PARSON INSERTS	5	EA @	\$130.00	\$650.00	
FULL DEPTH STONE BACKFILL FOR PITS	1	LS @	\$7,500.00	\$7,500.00	
TEMPORARY PAVE PITS (PERMANENT WITH HOP)	1	LS @	\$750.00	\$750.00	
PLACE TEMPORARY CONCRETE BARRIER FOR WORK ZONE	1	LS @	\$95,000.00	\$95,000.00	
			<b>SUBTOTAL (SANITARY MAIN MH#4 - PS)</b>		<b>\$388,270.00</b>
<b>SANITARY SEWER (R,S)</b>					
<b>*PIPE ENVELOPE - #57 STONE 12" UNDER, 12" OVER*</b>					
8" SDR-35 PVC MAIN - MH #8 - STUB, MH #21 - MH #23	772	LF @	\$42.00	\$32,424.00	
6" SDR-26 PVC LATERALS - 5' FROM BLDG.	131	LF @	\$44.00	\$5,764.00	
MANHOLES	4	EA @	\$5,600.00	\$22,400.00	
PARSON INSERTS	4	EA @	\$120.00	\$480.00	
CLEANOUTS WITH CONCRETE COLLAR	2	EA @	\$450.00	\$900.00	
			<b>SUBTOTAL (SANITARY SEWER)</b>		<b>\$61,968.00</b>
<b>SANITARY SEWER (E,F,G,H,N)</b>					
<b>*PIPE ENVELOPE - #57 STONE 12" UNDER, 12" OVER*</b>					
8" SDR-35 PVC MAIN	1,786	LF @	\$48.00	\$85,728.00	
6" SDR-26 PVC LATERALS - 5' FROM BLDG.	388	LF @	\$42.00	\$16,296.00	
MANHOLES	10	EA @	\$3,900.00	\$39,000.00	
PARSON INSERTS	10	EA @	\$120.00	\$1,200.00	
CLEANOUTS WITH CONCRETE COLLAR	4	EA @	\$450.00	\$1,800.00	
			<b>SUBTOTAL (SANITARY SEWER)</b>		<b>\$144,024.00</b>
<b>FORCE MAIN</b>					
6" DR-18 PVC FORCE MAIN - OPEN CUT (Sta 0+00 to Sta 4+50)	450	LF @	\$42.00	\$18,900.00	
6" DR-18 PVC FORCE MAIN - DIR. DRILL RT 30 (Sta 4+50 to Sta 5+50)	1	LS @	\$6,016.50	\$6,016.50	
6" DR-18 PVC FORCE MAIN - DIR. DRILL CULVERT (Sta 5+50 to Sta 6+50)	1	LS @	\$6,016.50	\$6,016.50	
6" DR-18 PVC FORCE MAIN - OPEN CUT (Sta 6+50 to Sta 11+00)	450	LF @	\$42.00	\$18,900.00	
6" DR-18 PVC FORCE MAIN - OPEN CUT (Sta 11+00 to Sta 19+00)	800	LF @	\$42.00	\$33,600.00	
6" DR-18 PVC FORCE MAIN - DIR. DRILL (Sta 19+00 to Sta 26+00)	700	LF @	\$30.00	\$21,000.00	
6" DR-18 PVC FORCE MAIN - OPEN CUT (Sta 26+00 to Sta 45+90)	2,050	LF @	\$42.00	\$86,100.00	

SEWER MAIN EXTENSION AGREEMENT  
SADSBURY COMMONS  
EXHIBIT B: COST ESTIMATE

<b>SADSBURY COMMONS-SANITARY SEWER ESTIMATE</b>			
<b>PREPARED BY: PH&amp;C, LLC</b>			
<b>DATED: JANUARY 11,2020</b>			
6" DR-18 PVC FORCE MAIN - <b>DIR. DRILL Rt 10</b> (Sta 45+90 to Sta 46+50)	1 LS @	\$5,533.00	\$5,533.00
6" DR-18 PVC FORCE MAIN - <b>DIR. DRILL</b> (Sta 46+50 to Sta 82+10), INCLUDES 1 AIR RELEASE MH AND FITTINGS	1 LS @	\$151,045.20	\$151,045.20
AIR RELEASE MANHOLES	1 EA @	\$5,500.00	\$5,500.00
FORCE MAIN FITTINGS	25 EA @	\$230.00	\$5,750.00
THRUST BLOCKS	25 EA @	\$95.00	\$2,375.00
FORCE MAIN TESTING	1 LS @	\$5,000.00	\$5,000.00
FULL DEPTH STONE BACKFILL - <b>STATION 27+00 - 19+50</b>	1 LS @	\$23,000.00	\$23,000.00
PERMANENT PATCH PAVE	1 LS @	\$9,500.00	\$9,500.00
FORCE MAIN TESTING	1 LS @	\$5,000.00	\$5,000.00
		<b>SUBTOTAL (FORCE MAIN)</b>	<b>\$403,236.20</b>
<b>SANITARY MAIN-CROSSING TO HERSHEY MARKET</b>			
<b>*PIPE ENVELOPE - #57 STONE 12" UNDER, 12" OVER*</b>			
8" SDR-35 PVC MAIN - <b>MH 16A - MH 11</b>	100 LF @	\$150.00	\$15,000.00
MANHOLES	1 EA @	\$4,900.00	\$4,900.00
PARSON INSERTS	1 EA @	\$120.00	\$120.00
PERMANENT PATCH PAVE	1 LS @	\$13,000.00	\$13,000.00
TRAFFIC CONTROL	1 LS @	\$10,000.00	\$10,000.00
		<b>SUBTOTAL (SANITARY MAIN)</b>	<b>\$43,020.00</b>
<b>SANITARY LATERALS-HERSHEY MOTORS</b>			
6" SDR-35 PVC LATERAL CONNECTION #1	1 LS @	\$3,500.00	\$3,500.00
6" SDR-35 PVC LATERAL CONNECTION #2	1 LF @	\$3,500.00	\$3,500.00
TRAFFIC CONTROL	1 LS @	\$10,000.00	\$10,000.00
		<b>SUBTOTAL (SANITARY MAIN)</b>	<b>\$17,000.00</b>
<b>TOTAL SEWER COST ESTIMATE</b>			<b>\$1,754,114.20</b>
<b>ENGINEERING AND INSPECTION DEPOSIT (5%)</b>			<b>\$87,705.71</b>

Prepared by and, after recording, please return to:

Buckley, Brion, McGuire & Morris LLP  
118 West Market Street  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

UPI No. 37-1-47

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**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 12<sup>th</sup> day of December, 2019, by and between **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership with offices at Two Villanova Center, 795 East Lancaster Avenue, Suite 200, Villanova, Pennsylvania 19085 ("Developer"), and **NOAH L. HERSHEY & PARMALLE C. HERSHEY**, husband and wife having an address at 254 Brickmill Road, Christiana, Pennsylvania 17509 (collectively, the "Property Owner").

**BACKGROUND**

**WHEREAS**, Property Owner owns that certain parcel of real property *situate*, in whole or in part, within the jurisdictional limits of the Township of Sadsbury, Chester County, Pennsylvania (the "Township"), and known to the Board of Assessment of said County (the "Board of Assessment") as Tax Map Parcel No. 37-1-47 (the "Hershey Property"); and

**WHEREAS**, Developer owns that certain parcel of real property and improvements *situate* within the jurisdictional limits of Township and in the vicinity of the Hershey Property, and known to the Board of Assessment as Tax Map Parcel No. 37-3-1 (the "Sadsbury Commons Property"); and

**WHEREAS**, Developer intends to develop the Sadsbury Commons Property and, in conjunction with such development (and under and pursuant to that certain Sewer Main Extension Agreement (the "Extension Agreement") to be executed by and between Developer and Pennsylvania-American Water Company, a Pennsylvania corporation ("PAWC")), intends to cause sanitary sewage collection and conveyance infrastructure (collectively, the "Western Sanitary Sewer District Infrastructure") to be installed between the vicinity of the Sadsbury Commons Property and an extant sanitary sewage collection and conveyance system located within the jurisdictional limits of Township (the "Existing Collection and Conveyance System"); and

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080756.64691

**WHEREAS**, the route of the Western Sanitary Sewer District Infrastructure between the Sadsbury Commons Property and the point of connection with the Existing Collection and Conveyance System will, in part, be constructed within and follow the existing route of that certain public roadway known as Pennsylvania Route 30), and as shown on the plan attached hereto as **Exhibit A** attached hereto; and

**WHEREAS**, a portion of the Western Sanitary Sewer District Infrastructure will be constructed in proximity to the frontage of the Hershey Property upon Pennsylvania Route 30; and

**WHEREAS**, Property Owner heretofore requested that Developer extend the Western Sanitary Sewer District Infrastructure onto the Hershey Property; and

**WHEREAS**, in order to permit such extension of the Western Sanitary Sewer District Infrastructure onto the Hershey Property, as aforesaid, Property Owner must grant to Developer certain easement rights in, on, under, and through the Hershey Property; and

**WHEREAS**, on and subject to the terms and conditions set forth in this Agreement, Developer and Property Owner reached agreement on the terms, conditions, and provisions under which Property Owner would grant to Developer a temporary construction easement as necessary to permit Developer to extend the Western Sanitary Sewer District Infrastructure onto the Hershey Property, as aforesaid.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein as well as other good and valuable consideration, the receipt and lawful sufficiency of which are hereby acknowledged, and intending to be legally bound, Developer and Property Owner agree as follows:

1. Incorporation of Recitals. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.
2. Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by reference.
3. Grant of Easement to Developer. Property Owner hereby grants and conveys unto Developer, and Developer hereby accepts from Property Owner, a temporary and exclusive easement (the "Temporary Construction Easement") in, on, under and through that portion of the Hershey Property more fully depicted on **Exhibit B** attached hereto for the purposes of designing, digging, creating, installing and constructing in the first instance not more than two (2) extensions of the Western Sanitary Sewer District Infrastructure onto the Hershey Property, all as more fully depicted and described on **Exhibit C** attached hereto (the "Sewer Extension Work"). The Sewer Extension Work shall be constructed, placed, installed in accordance with, and otherwise meet, the applicable specifications and requirements of PAWC including, but not limited to, usual and customary inspection protocols and delivery of as-built drawings.

4. Term of Temporary Construction Easement. The term of the Temporary Construction Easement (the “Term”) shall commence on the date of this Agreement and shall terminate upon the earlier to occur of (A) the date which is ninety-six (96) months from the Commencement Date or (B) the date on which Developer shall provide notice to Property Owner, or their successor in title, that the Sewer Extension Work shall then have been completed

5. Costs and Tapping Fees. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, as and between Property Owner and Developer, Property Owner (or, as applicable, their heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at all, or any portion, of the Hershey Property)) is and shall be solely responsible for any and all amounts, charges, costs, expenses, fees and sums (including, without limitation, tapping fees for EDUs) associated with or in any manner or form related to connection to the Western Sanitary Sewer District Infrastructure. As and between Property Owner and Developer, Property Owner is and shall be responsible for performance of any connection of one or more structure(s) now or hereafter located upon the Hershey Property to the Western Sanitary Sewer District Infrastructure.

6. Other Approvals. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, as and between Property Owner and Developer, Property Owner (or, as applicable, their heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at all, or any portion, of the Hershey Property)) is and shall be solely responsible for obtaining any and all applicable permits, approvals, certificates, licenses, easements, and/or permits which may be necessary in order for Property Owner to connect one or more structure(s) now or hereafter located upon the Hershey Property to the Western Sanitary Sewer District Infrastructure.

7. No Representation or Warranty. This Section 7. of this Agreement shall survive expiration of the Term or termination of this Agreement. Excepting only the representations, warranties and covenants of Developer expressly set forth in this Agreement, any connection to the Western Sanitary Sewer District Infrastructure which Property Owner may make shall be made in the Western Sanitary Sewer District Infrastructure’s “**AS-IS**” and “**WHERE-IS**” condition with any and all faults which may exist in the Western Sanitary Sewer District Infrastructure, patent, latent or otherwise, and shall be made strictly in accordance with, and subject to, all applicable governmental and/or quasi-governmental laws, rules, regulations, tariffs, ordinances, and policies. Property Owner expressly acknowledges that Developer has not made, does not make, and shall not make any warranty or representation of any kind or character whatsoever with regard to the Western Sanitary Sewer District Infrastructure, whether express or implied. Except as to those representations, warranties and covenants of Developer expressly set forth in this Agreement, Property Owner hereby disclaims the existence of or reliance upon any warranty or implied

warranty including, without limitation, any implied warranty of merchantability or fitness for a particular use.

8. Acknowledgement of Dedication. Property Owner acknowledges that, pursuant to the Extension Agreement, Developer intends to convey, dedicate, alienate, and transfer ownership of the Western Sanitary Sewer District Infrastructure to PAWC and shall effectuate such conveyance, dedication, alienation, and transfer upon final approval by PAWC of the Western Sanitary Sewer District Infrastructure, as constructed and installed. Developer does and shall have all necessary legal authority to execute and deliver (in Property Owner's name as necessary and applicable) any and all forms and documents as may be required in order to facilitate such conveyance, dedication, alienation, and transfer of ownership. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, from and after the time that Developer (or, as applicable, its successors or assigns) shall convey, dedicate, alienate or transfer ownership of the Western Sanitary Sewer District Infrastructure to PAWC and/or any other governmental or quasi-governmental agency, board, commission, department, or entity, Developer shall have no responsibility, or obligation whatsoever with regard to or in any manner or form arising out of this Agreement whatsoever.

9. Notices. This Section 9. of this Agreement shall survive expiration of the Term or termination of this Agreement, otherwise. Any and all notices required or desired to be given pursuant to this Agreement shall be sent (A) via hand delivery or (B) via first-class mail or (C) via a nationally recognized courier service guaranteeing next Business Day delivery, in any event to the addresses set forth below or such other address(es) as the recipient(s) may designate from time to time:

if to Property Owner:

Noah L. Hershey  
 Parmalle C. Hershey  
 254 Brickmill Road  
 Christiana, Pennsylvania 19365

with a required copy in all instances to:

MacElree Harvey, Ltd.  
 17 West Miner Street  
 West Chester, Pennsylvania 19382  
 Attn: Ronald C. Nagle, Esquire

if to Developer:

Sadsbury Commons, L.P.  
Two Villanova Center  
795 East Lancaster Avenue, Suite 200  
Villanova, Pennsylvania 19085  
Attn: W. Kent Silvers, Jr.

with a required copy in all instances to:

Buckley, Brion, McGuire & Morris LLP  
118 West Market Street  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof as follows: if made by hand delivery then upon such delivery, if made by overnight delivery then on the next Business Day following deposit thereof properly addressed and delivery fees paid with a nationally recognized courier guaranteeing overnight delivery and providing package tracking capability and, if made by first-class mail, then on the fifth (5<sup>th</sup>) Business Day following deposit thereof with the United States Postal Service properly addressed and postage prepaid. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania.

10. Insurance. At all times during Developer's actual physical work upon the Hershey Property pursuant to this Agreement, Developer shall maintain one or more policy(ies) of general commercial liability insurance to limits of not less than One Million and 00/100 Dollars (\$1,000,00.00) single limit, Two Million and 00/100 Dollars (\$2,000,000.00) aggregate, insuring against claims on account of loss of life, bodily injury or property damage which directly arise out of the use, enjoyment or exercise by Developer or, as applicable, her agents, contractors, representatives, consultants, or servants, of the Temporary Construction Easement.

11. Contingent Nature of Agreement. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, this Agreement and each of the rights and responsibilities granted and assumed hereunder are and shall be contingent upon (A) the issuance of all final, unappealed, and unappealable necessary approvals, certificates, licenses, and permits with regard to Developer's development of the Sadsbury Commons Property, the Western Sanitary Sewer District, and the Western Sanitary Sewer District Infrastructure from any and all governmental or quasi-governmental agencies, authorities, or entities having jurisdiction over the same on and subject to conditions acceptable to Developer in its sole and absolute discretion, (B) PAWC's performance of its obligations under and pursuant to the Extension Agreement, and (C) Developer's actual construction of the Western Sanitary Sewer District Infrastructure.

12. Legal Representation and Costs. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, each of Property Owner and Developer acknowledges that they availed themselves of independent legal counsel during the negotiation and preparation of this Agreement (or knowingly, intelligently and willfully declined to obtain the advice of such counsel) and that each of them is and shall be solely responsible for their respective legal costs and expenses.

13. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

14. Covenants Running with Land: Binding Effect. The Temporary Construction Easement is, and shall constitute, a covenant running with the land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and assigns.

15. Recording. This Agreement may be recorded at Developer's cost and expense in the Office of the Recorder of Deeds in and for Chester County.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all the parties to this Agreement had executed the same counterpart.

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]***

**IN WITNESS WHEREOF**, Property Owner and Sadsbury Commons executed (or caused to be executed) this Agreement the day and year first above written.

  
NOAH L. HERSHEY

  
PARMALLE C. HERSHEY

**SADSBURY COMMONS, L.P.,**  
a Pennsylvania limited partnership

By: Provco SP GP, Inc.,  
a Pennsylvania corporation  
its general partner

By: \_\_\_\_\_  
Name: Gerald N. Holtz  
Title: \_\_\_\_\_

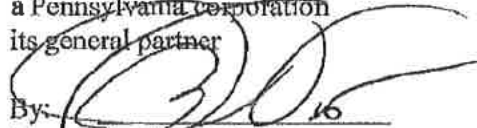
**IN WITNESS WHEREOF**, Property Owner and Sadsbury Commons executed (or caused to be executed) this Agreement the day and year first above written.

\_\_\_\_\_  
**NOAH L. HERSHEY**

\_\_\_\_\_  
**PARMALLE C. HERSHEY**

**SADSBURY COMMONS, L.P.,**  
a Pennsylvania limited partnership

By: Procco SP GP, Inc.,  
a Pennsylvania corporation  
its general partner

By:   
Name: Gerald N. Holz  
Title: President

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS**  
**COUNTY OF CHESTER** :

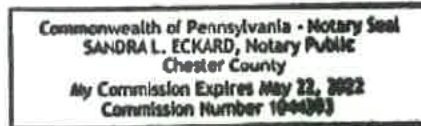
On this, the 12<sup>th</sup> day of December, 2019, before me, the undersigned officer, personally appeared **NOAH L. HERSHEY**, known to me or satisfactorily proven, who acknowledged himself to be the individual whose name is ascribed to the foregoing instrument and that he executed the same for the purposes set forth therein.

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

*Sandra L. Eckard*

Notary Public

My Commission Expires:



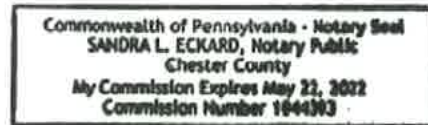
**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS**  
**COUNTY OF CHESTER** :

On this, the 12<sup>th</sup> day of December, 2019, before me, the undersigned officer, personally appeared **PARMALLE C. HERSHEY**, known to me or satisfactorily proven, who acknowledged herself to be the individual whose name is ascribed to the foregoing instrument and that she executed the same for the purposes set forth therein.

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

Notary Public

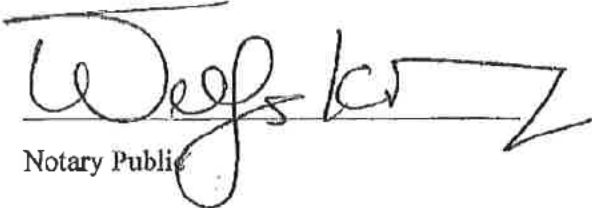
My Commission Expires:



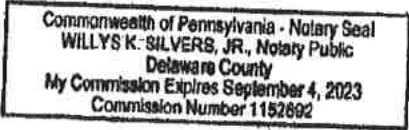
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF <sup>Delaware</sup> ~~CHESTER~~ : SS

On this, the 12<sup>th</sup> day of December, 2019, before me, the undersigned officer, personally appeared **GERALD N. HOLTZ**, who acknowledged himself to be the President of Provco SP GP, Inc., a Pennsylvania corporation and a general partner of **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership, and that he, as such President and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President

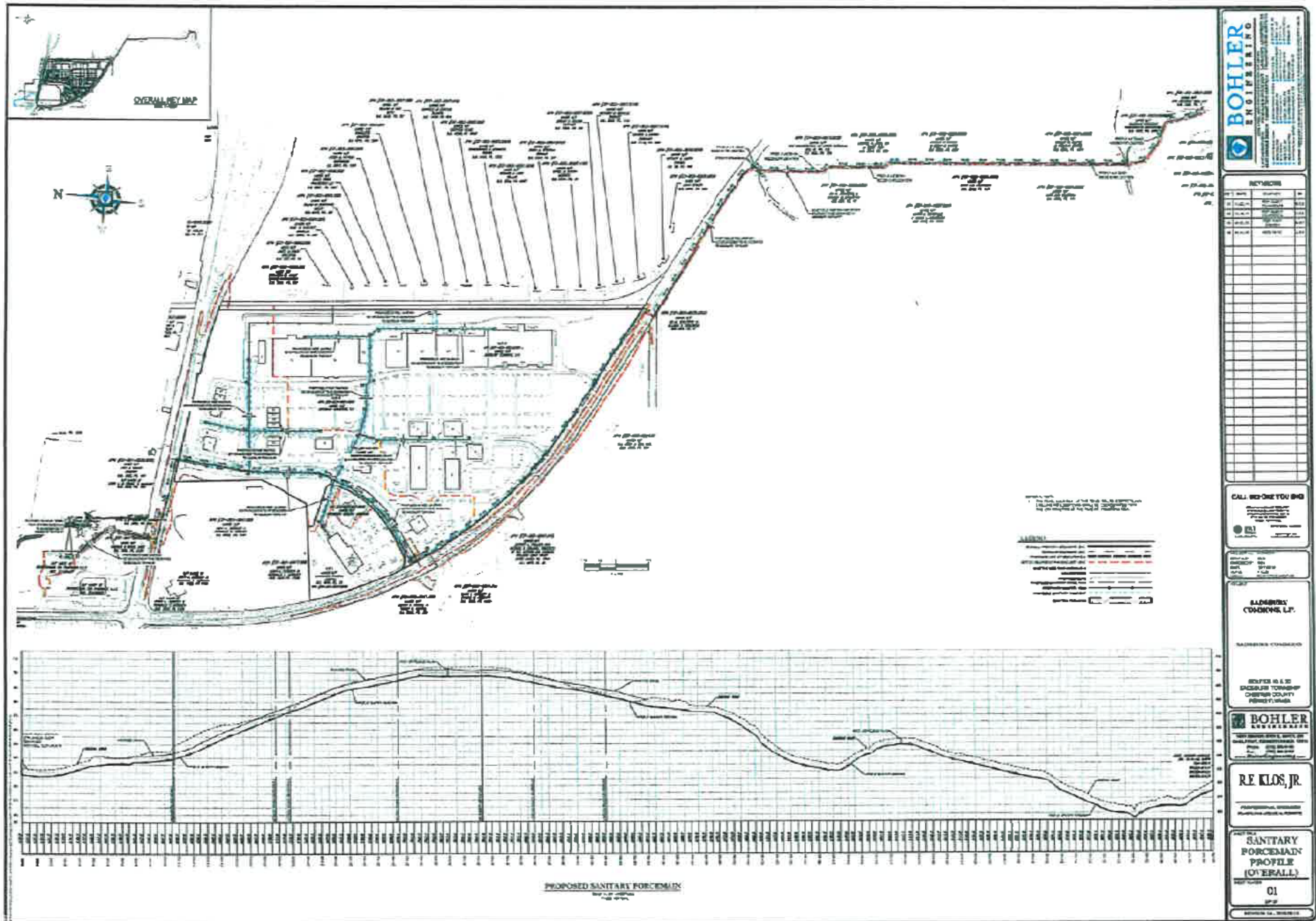
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

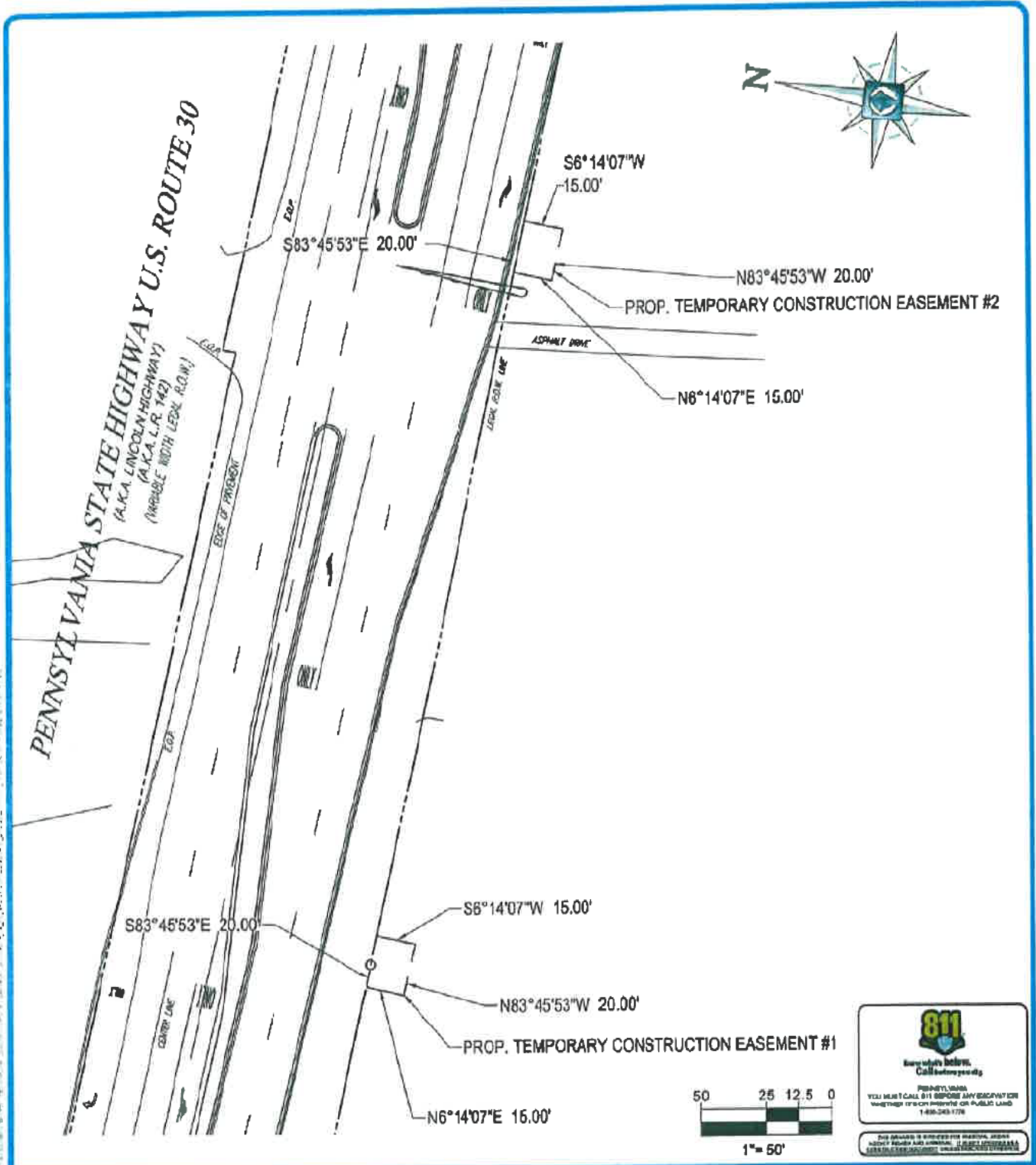
My Commission Expires:



# **EXHIBIT A**



# **EXHIBIT B**



FOR EXHIBIT PURPOSES ONLY

SHEET TITLE:  
**TEMPORARY CONSTRUCTION EASEMENT #1 AND #2 EXHIBIT**

SHEET NUMBER:  
**1**

**BOHLER ENGINEERING**

1408 MANOR DRIVE, SUITE 200  
 DHALFOOT, PA 18814  
 Phone: (215) 898-0100  
 Fax: (215) 898-0162  
 www.BohlerEngineering.com

PROJECT:  
**EXHIBIT PLAN**

FOR:  
**SADSBURY COMMONS, L.P.**  
**SADSBURY COMMONS**

ROUTES 10 & 30  
 SADSBURY TOWNSHIP  
 CHESTER COUNTY  
 PENNSYLVANIA

REVISIONS			
REV.	DATE	COMMENT	DATE OF REVISION

PROJECT No.:  
 DRAWN BY:  
 CHECKED BY:  
 DATE:  
 SCALE:  
 CAB L.E.:

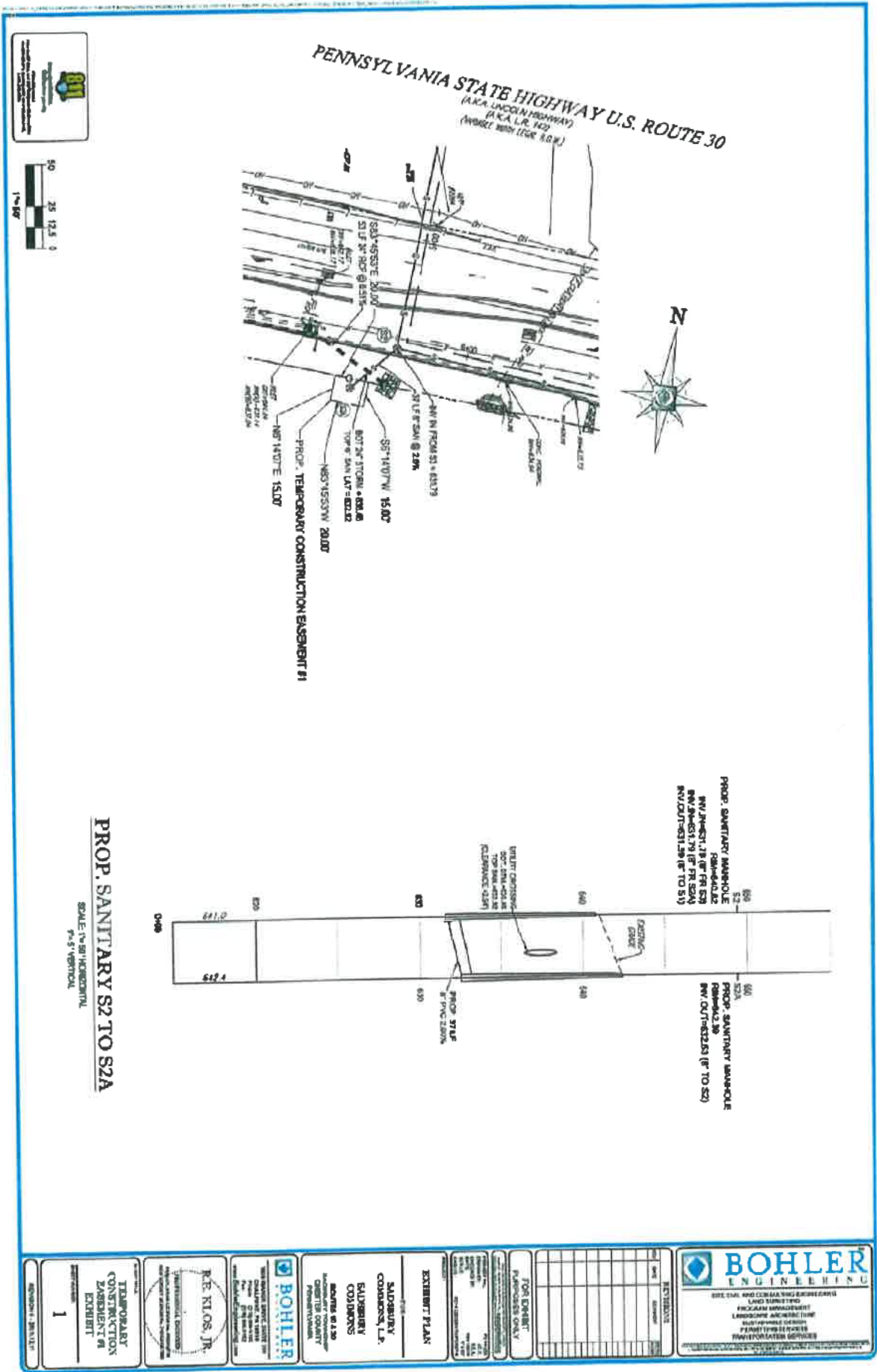
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**BOHLER ENGINEERING**

SITE CIVIL AND CONSULTING ENGINEERING  
 LAND SURVEYING  
 PROGRAM MANAGEMENT  
 LANDSCAPE ARCHITECTURE  
 SUSTAINABLE DESIGN  
 PERMITTING SERVICES  
 TRANSPORTATION SERVICES

THE ABOVE IS A SUMMARY OF SERVICES. FOR A COMPLETE LIST OF SERVICES, PLEASE REFER TO OUR WEBSITE AT WWW.BOHLERENGINEERING.COM. ALL SERVICES ARE SUBJECT TO AVAILABILITY AND LOCAL REGULATIONS. CONTACT US AT 215-898-0100 FOR MORE INFORMATION.

# **EXHIBIT C**





Prepared by and, after recording, please return to:

Buckley, Brion, McGuire & Morris LLP  
118 West Market Street  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

UPI No. 37-3-1.1A

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**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 12<sup>th</sup> day of December, 2019, by and between **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership with offices at Two Villanova Center, 795 East Lancaster Avenue, Suite 200, Villanova, Pennsylvania 19085 ("Developer"), and **CLAIR E. HERSHEY & PAMELA K. HERSHEY**, husband and wife having an address at 959 Octorara Trail, Parkesburg, Pennsylvania 19365 (collectively, the "Property Owner").

**BACKGROUND**

**WHEREAS**, Property Owner owns that certain parcel of real property *situate*, in whole or in part, within the jurisdictional limits of the Township of Sadsbury, Chester County, Pennsylvania (the "Township"), and known to the Board of Assessment of said County (the "Board of Assessment") as Tax Map Parcel No. 37-3-1.1A (the "Hershey Property"); and

**WHEREAS**, Developer owns that certain parcel of real property and improvements *situate* within the jurisdictional limits of Township and in the vicinity of the Hershey Property, and known to the Board of Assessment as Tax Map Parcel No. 37-3-1 (the "Sadsbury Commons Property"); and

**WHEREAS**, Developer intends to develop the Sadsbury Commons Property and, in conjunction with such development (and under and pursuant to that certain Sewer Main Extension Agreement (the "Extension Agreement") to be executed by and between Developer and Pennsylvania-American Water Company, a Pennsylvania corporation ("PAWC")), intends to cause sanitary sewage collection and conveyance infrastructure (collectively, the "Western Sanitary Sewer District Infrastructure") to be installed between the vicinity of the Sadsbury Commons Property and an extant sanitary sewage collection and conveyance system located within the jurisdictional limits of Township (the "Existing Collection and Conveyance System"); and

**WHEREAS**, the route of the Western Sanitary Sewer District Infrastructure between the Sadsbury Commons Property and the point of connection with the Existing Collection and

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Conveyance System will, in part, be constructed within and follow the existing route of that certain public roadway known as Octorara Trail (a/k/a Pennsylvania Route 10) ("Pennsylvania Route 10"), and as shown on the plan attached hereto as Exhibit A attached hereto; and

**WHEREAS**, a portion of the Western Sanitary Sewer District Infrastructure will be constructed in proximity to the frontage of the Hershey Property upon Pennsylvania Route 10; and

**WHEREAS**, Property Owner heretofore requested that Developer extend the Western Sanitary Sewer District Infrastructure onto the Hershey Property; and

**WHEREAS**, in order to permit such extension of the Western Sanitary Sewer District Infrastructure onto the Hershey Property, as aforesaid, Property Owner must grant to Developer certain easement rights in, on, under, and through the Hershey Property; and

**WHEREAS**, on and subject to the terms and conditions set forth in this Agreement, Developer and Property Owner reached agreement on the terms, conditions, and provisions under which Property Owner would grant to Developer a temporary construction easement as necessary to permit Developer to extend the Western Sanitary Sewer District Infrastructure onto the Hershey Property, as aforesaid.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein as well as other good and valuable consideration, the receipt and lawful sufficiency of which are hereby acknowledged, and intending to be legally bound, Developer and Property Owner agree as follows:

1. Incorporation of Recitals. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.
2. Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by reference.
3. Grant of Easement to Developer. Property Owner hereby grants and conveys unto Developer, and Developer hereby accepts from Property Owner, a temporary and exclusive easement (the "Temporary Construction Easement") in, on, under and through that portion of the Hershey Property more fully depicted on Exhibit B attached hereto for the purposes of designing, digging, creating, installing and constructing in the first instance a single extension of the Western Sanitary Sewer District Infrastructure onto the Hershey Property, all as more fully depicted and described on Exhibit C attached hereto (the "Sewer Extension Work"). The Sewer Extension Work shall be constructed, placed, installed in accordance with, and otherwise meet, the applicable specifications and requirements of PAWC including, but not limited to, usual and customary inspection protocols and delivery of as-built drawings.

4. Term of Temporary Construction Easement. The term of the Temporary Construction Easement (the “Term”) shall commence on the date of this Agreement and shall terminate upon the earlier to occur of (A) the date which is ninety-six (96) months from the Commencement Date or (B) the date on which Developer shall provide notice to Property Owner, or their successor in title, that the Sewer Extension Work shall then have been completed

5. Costs and Tapping Fees. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, as and between Property Owner and Developer, Property Owner (or, as applicable, their heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at all, or any portion, of the Hershey Property)) is and shall be solely responsible for any and all amounts, charges, costs, expenses, fees and sums (including, without limitation, tapping fees for EDUs) associated with or in any manner or form related to connection to the Western Sanitary Sewer District Infrastructure. As and between Property Owner and Developer, Property Owner is and shall be responsible for performance of any connection of one or more structure(s) now or hereafter located upon the Hershey Property to the Western Sanitary Sewer District Infrastructure.

6. Other Approvals. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, as and between Property Owner and Developer, Property Owner (or, as applicable, their heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at all, or any portion, of the Hershey Property)) is and shall be solely responsible for obtaining any and all applicable permits, approvals, certificates, licenses, easements, and/or permits which may be necessary in order for Property Owner to connect one or more structure(s) now or hereafter located upon the Hershey Property to the Western Sanitary Sewer District Infrastructure.

7. No Representation or Warranty. This Section 7. of this Agreement shall survive expiration of the Term or termination of this Agreement. Excepting only the representations, warranties and covenants of Developer expressly set forth in this Agreement, any connection to the Western Sanitary Sewer District Infrastructure which Property Owner may make shall be made in the Western Sanitary Sewer District Infrastructure’s “**AS-IS**” and “**WHERE-IS**” condition with any and all faults which may exist in the Western Sanitary Sewer District Infrastructure, patent, latent or otherwise, and shall be made strictly in accordance with, and subject to, all applicable governmental and/or quasi-governmental laws, rules, regulations, tariffs, ordinances, and policies. Property Owner expressly acknowledges that Developer has not made, does not make, and shall not make any warranty or representation of any kind or character whatsoever with regard to the Western Sanitary Sewer District Infrastructure, whether express or implied. Except as to those representations, warranties and covenants of Developer expressly set forth in this Agreement, Property Owner hereby disclaims the existence of or reliance upon any warranty or implied warranty including, without limitation, any implied warranty of merchantability or fitness for a particular use.

8. Acknowledgement of Dedication. Property Owner acknowledges that, pursuant to the Extension Agreement, Developer intends to convey, dedicate, alienate, and transfer ownership of the Western Sanitary Sewer District Infrastructure to PAWC and shall effectuate such conveyance, dedication, alienation, and transfer upon final approval by PAWC of the Western Sanitary Sewer District Infrastructure, as constructed and installed. Developer does and shall have all necessary legal authority to execute and deliver (in Property Owner's name as necessary and applicable) any and all forms and documents as may be required in order to facilitate such conveyance, dedication, alienation, and transfer of ownership. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, from and after the time that Developer (or, as applicable, its successors or assigns) shall convey, dedicate, alienate or transfer ownership of the Western Sanitary Sewer District Infrastructure to PAWC and/or any other governmental or quasi-governmental agency, board, commission, department, or entity, Developer shall have no responsibility, or obligation whatsoever with regard to or in any manner or form arising out of this Agreement whatsoever.

9. Notices. This Section 9. of this Agreement shall survive expiration of the Term or termination of this Agreement, otherwise. Any and all notices required or desired to be given pursuant to this Agreement shall be sent (A) via hand delivery or (B) via first-class mail or (C) via a nationally recognized courier service guaranteeing next Business Day delivery, in any event to the addresses set forth below or such other address(es) as the recipient(s) may designate from time to time:

if to Property Owner:

Clair E. Hershey  
Pamela K. Hershey  
959 Octorara Trail  
Parkesburg, Pennsylvania 19365

if to Developer:

Sadsbury Commons, L.P.  
Two Villanova Center  
795 East Lancaster Avenue, Suite 200  
Villanova, Pennsylvania 19085  
Attn: W. Kent Silvers, Jr.

with a required copy in all instances to:

Buckley, Brion, McGuire & Morris LLP  
118 West Market Street  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof as follows: if made by hand delivery then upon such delivery, if made by overnight delivery then on the next Business Day following deposit thereof properly addressed and delivery fees paid with a nationally recognized courier guaranteeing overnight delivery and providing package tracking capability and, if made by first-class mail, then on the fifth (5<sup>th</sup>) Business Day following deposit thereof with the United States Postal Service properly addressed and postage prepaid. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania.

10. Insurance. At all times during Developer's actual physical work upon the Hershey Property pursuant to this Agreement, Developer shall maintain one or more policy(ies) of general commercial liability insurance to limits of not less than One Million and 00/100 Dollars (\$1,000,00.00) single limit, Two Million and 00/100 Dollars (\$2,000,000.00) aggregate, insuring against claims on account of loss of life, bodily injury or property damage which directly arise out of the use, enjoyment or exercise by Developer or, as applicable, her agents, contractors, representatives, consultants, or servants, of the Temporary Construction Easement.

11. Contingent Nature of Agreement. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, this Agreement and each of the rights and responsibilities granted and assumed hereunder are and shall be contingent upon (A) the issuance of all final, unappealed, and unappealable necessary approvals, certificates, licenses, and permits with regard to Developer's development of the Sadsbury Commons Property, the Western Sanitary Sewer District, and the Western Sanitary Sewer District Infrastructure from any and all governmental or quasi-governmental agencies, authorities, or entities having jurisdiction over the same on and subject to conditions acceptable to Developer in its sole and absolute discretion, (B) PAWC's performance of its obligations under and pursuant to the Extension Agreement, and (C) Developer's actual construction of the Western Sanitary Sewer District Infrastructure.

12. Legal Representation and Costs. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, each of Property Owner and Developer acknowledges that they availed themselves of independent legal counsel during the negotiation and preparation of this Agreement (or knowingly, intelligently and willfully declined to obtain the advice of such counsel) and that each of them is and shall be solely responsible for their respective legal costs and expenses.

13. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

14. Covenants Running with Land; Binding Effect. The Temporary Construction Easement is, and shall constitute, a covenant running with the land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and assigns.

15. Recording. This Agreement may be recorded at Developer's cost and expense in the Office of the Recorder of Deeds in and for Chester County.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all the parties to this Agreement had executed the same counterpart.



**IN WITNESS WHEREOF**, Property Owner and Sadsbury Commons executed (or caused to be executed) this Agreement the day and year first above written.

  
**CLAIR E. HERSHEY**

  
**PAMELA K. HERSHEY**

**SADSBURY COMMONS, L.P.**,  
a Pennsylvania limited partnership

By: Provco SP GP, Inc.,  
a Pennsylvania corporation  
its general partner

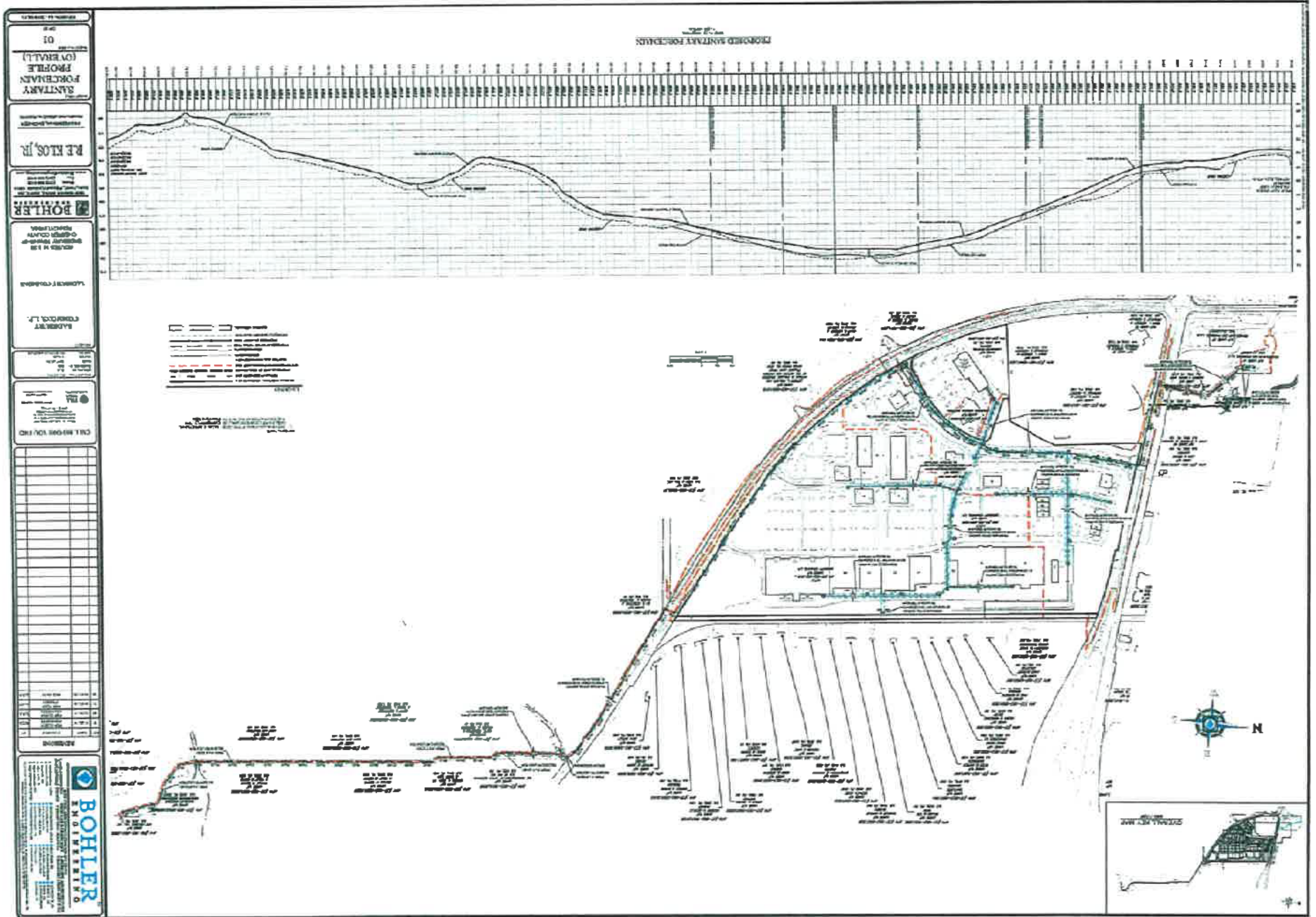
  
By:   
Name: Gerald N. Holtz  
Title: PRESIDENT



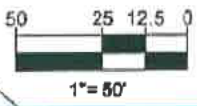
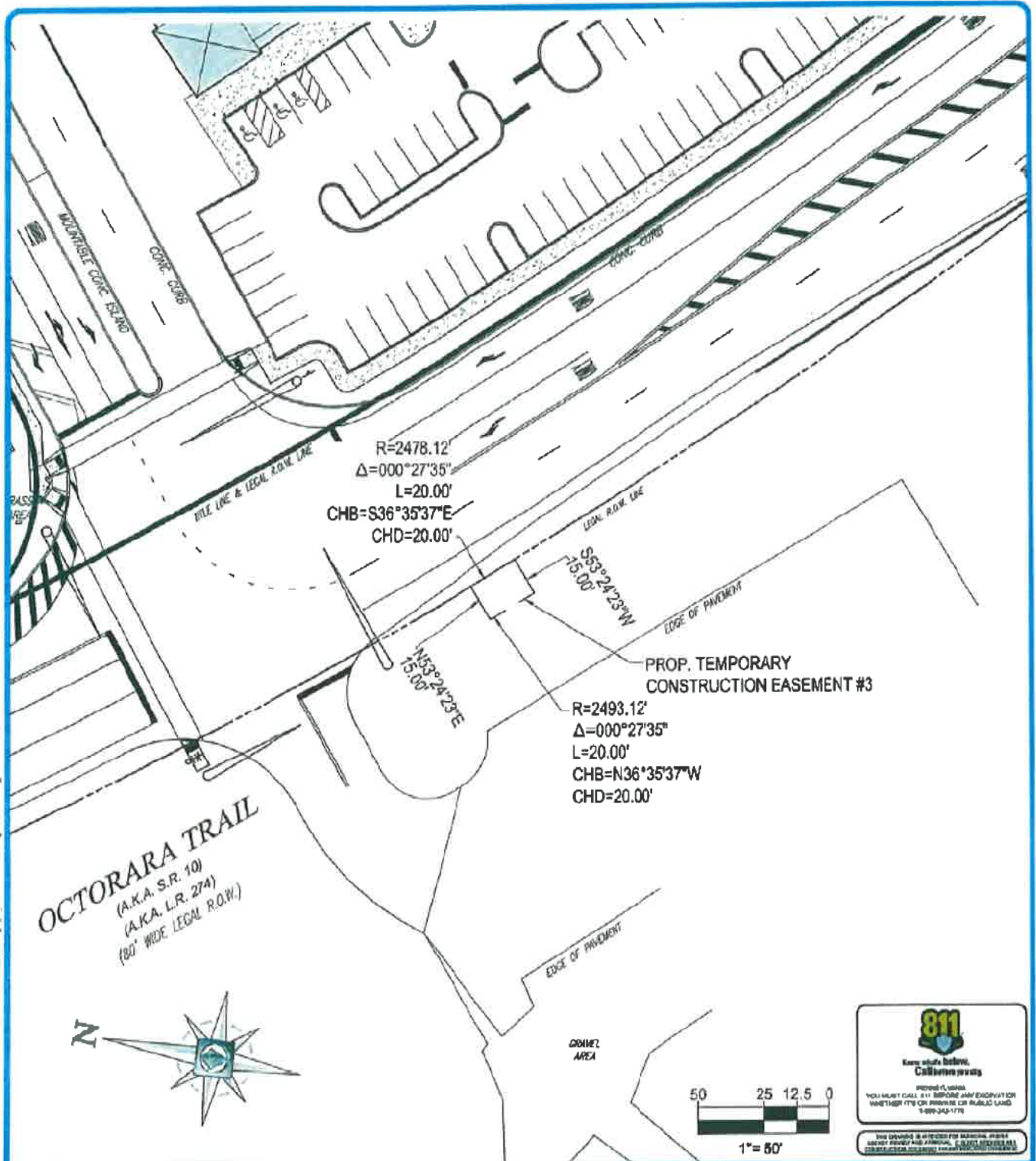




# **EXHIBIT A**



# **EXHIBIT B**



**811**  
Know what's below.  
Call before you dig.

IN PENNSYLVANIA  
YOU MUST CALL 811 BEFORE ANY EXCAVATION  
WHETHER THE JOB INVOLVES CITY OR PUBLIC LAND  
1-800-488-1179

THIS DRAWING IS INTENDED FOR BIDDING PURPOSES.  
SEAL, PERMIT AND APPROVAL, CONSULT ENGINEER AND  
CONSTRUCTION CONTRACTORS. [www.pennstate.gov](http://www.pennstate.gov)

FOR EXHIBIT PURPOSES ONLY

SHEET TITLE:  
**TEMPORARY CONSTRUCTION EASEMENT #3 EXHIBIT**

SHEET NUMBER:  
**1**

**BOHLER**  
ENGINEERING

1400 MARJOR DRIVE, SUITE 200  
CHALFONT, PA 18914  
Phone: (717) 980-0100  
Fax: (717) 980-9102  
[www.BohlerEngineering.com](http://www.BohlerEngineering.com)

PROJECT:  
**EXHIBIT PLAN**

FOR  
**SADSBURY COMMONS, L.P.**

**SADSBURY COMMONS**

**ROUTES 10 & 30  
SADSBURY TOWNSHIP  
CHESTER COUNTY  
PENNSYLVANIA**

REVISIONS		
REV	DATE	COMMENT

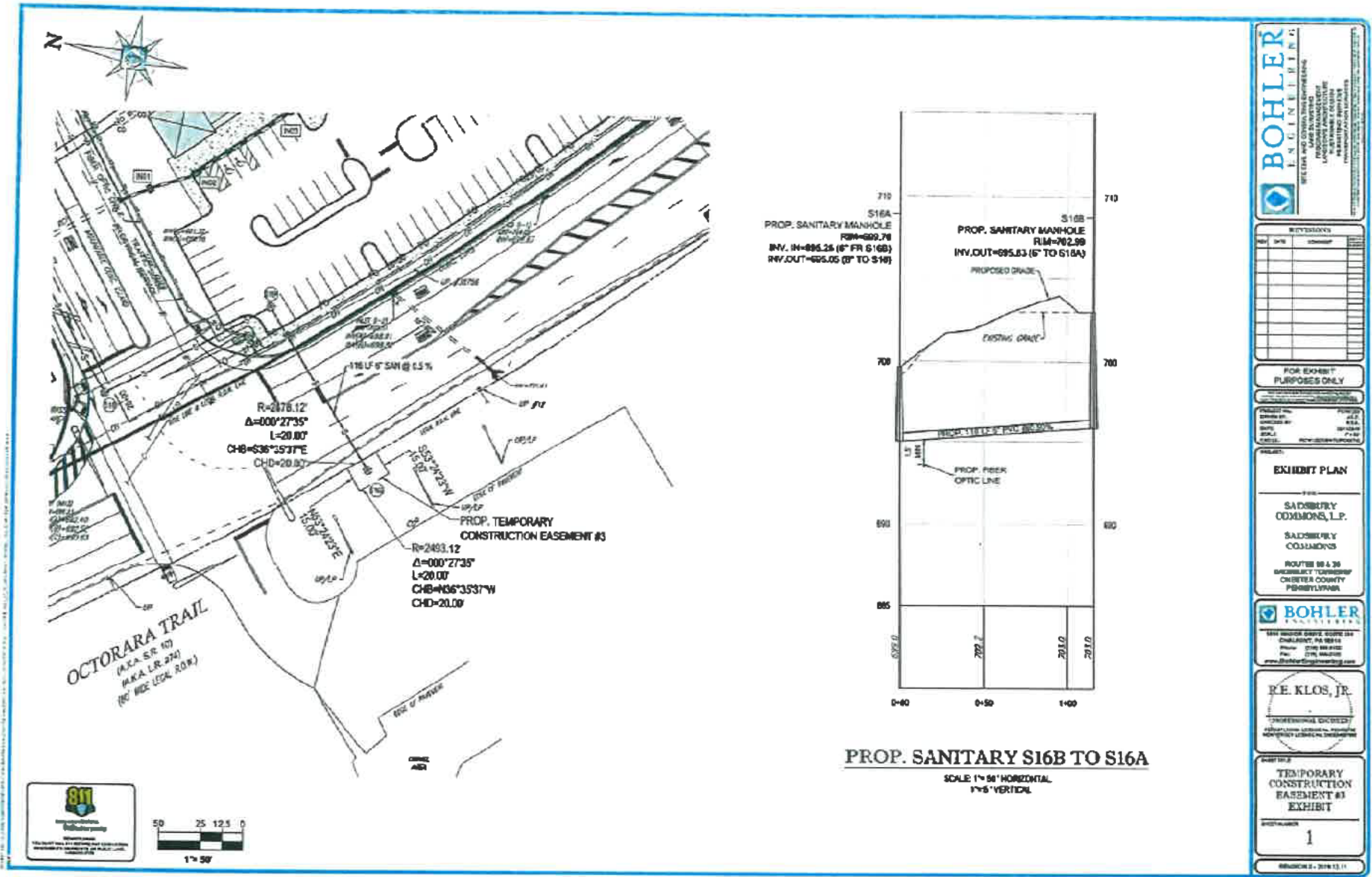
PROJECT No.: PC141223  
DRAWN BY: J.D.F.  
CHECKED BY: R.E.K.  
DATE: 12/11/2019  
SCALE: 1"=50'  
SAD.D.: PC141223-01-TMPCHE-0

**BOHLER**  
ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING  
PROGRAM MANAGEMENT  
LANDSCAPE ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

WE RESERVE THE RIGHT TO MODIFY OR WITHDRAW OR WITHHOLD ANY PART OF THIS DRAWING WITHOUT NOTICE. ANY CHANGES TO THIS DRAWING SHALL BE MADE BY A REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT. CONSULT THE PROJECT MANUAL FOR MORE INFORMATION. [www.BohlerEngineering.com](http://www.BohlerEngineering.com)

# **EXHIBIT C**



RECORDER OF DEEDS  
CHESTER COUNTY, PA.

2012 NOV -1 PM 2: 15

Prepared by, and after recording please return to:  
Buckley, Brion, McGuire, Morris & Sommer LLP  
118 West Market Street, Suite 300  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

U.P.I. Nos. 37-3-21 & 37-4-30

### UTILITY EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 25<sup>th</sup> day of October, 2012, by and between **DONALD W. CAIRNS & KELLY M. CAIRNS**, husband and wife (collectively, "Cairns") and **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership ("Sadsbury Commons").

#### BACKGROUND

**WHEREAS**, Cairns owns those certain parcels of real property located within the jurisdictional limits of the Township of Sadsbury (the "Township"), Chester County, Pennsylvania, known to the Board of Assessment of said County (the "Board of Assessment") as Tax Map Parcels Nos. 37-3-21 and 37-4-30, respectively, and as more fully described by metes and bounds on Exhibit A attached hereto (collectively, the "Cairns Property"); and

**WHEREAS**, Sadsbury Commons owns that certain parcel of real property and improvements located within the jurisdictional limits of the Township and in the vicinity of the Cairns Property, known to the Board of Assessment as Tax Map Parcel No. 37-3-1 and as more fully described by metes and bounds on Exhibit B attached hereto (the "Sadsbury Commons Property"); and

**WHEREAS**, Sadsbury Commons intends to develop the Sadsbury Commons Property and, in conjunction with such development, intends to cause sanitary sewage collection and conveyance infrastructure (collectively, the "Sanitary Sewage Infrastructure") to be installed between the Sadsbury Commons Property and other sanitary sewage infrastructure located in the Township; and

**WHEREAS**, a portion of the Sanitary Sewage Infrastructure will traverse in, on, under and through the Cairns Property; and

**WHEREAS**, on and subject to the terms and conditions set forth in this Agreement, Cairns and Sadsbury Commons reached agreement on the terms, conditions and provisions under which Cairns will permit the Sanitary Sewage Infrastructure to traverse in, on, under and through the Cairns Property, as aforesaid.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein as well as other good and valuable consideration, the receipt and lawful sufficiency of which are hereby acknowledged, and intending to be legally bound, Cairns and Sadsbury Commons agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.

2. **Incorporation of Exhibits.** All Exhibits attached to this Agreement are incorporated herein by reference.

3. **Right to Connect and Utilize.** At any time during the term of the Sewer Utility Easement (as hereinafter defined), Cairns or, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Cairns Property) (and, in any and all instances whatsoever, in accordance with any applicable governmental, quasi-governmental and/or Public Utility (as hereinafter defined) laws, rules, regulations, ordinances and policies) shall have the right to connect to the Sanitary Sewage Infrastructure at a location of their choosing and to utilize the Sanitary Sewage Infrastructure to serve the sewage disposal needs of the Cairns Property and/or such other parcels of real property located within the jurisdictional limits of the Township and known to the Board of Assessment as of the date of this Agreement as Tax Map Parcels Nos. 37-3-1 and 37-3-20 (collectively, the "Additional Cairns Properties"). Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, as and between them and Sadsbury Commons, Cairns (or, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Cairns Property)) are and shall be solely responsible for any and all amounts, charges, costs, expenses, fees and sums (including, without limitation, tapping fees for EDUs) associated with or in any manner or form related to connection to the Sanitary Sewage Infrastructure.

4. **Payment of Easement Fee.** Upon full execution of this Agreement by Cairns and Sadsbury Commons, Sadsbury Commons paid to Cairns the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Easement Fee"). Cairns, for himself, herself, themselves and, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Cairns Property) acknowledge (A) receipt and the lawful sufficiency of the Easement Fee and, (B) in furtherance (and not in limitation) of the rest and remainder of the terms, conditions and provisions of this Agreement, that Sadsbury Commons does not and shall not have any obligation or responsibility whatsoever to pay to Cairns, the Township or any individual or entity whatsoever (including, without limitation, any Public Utility (as that term is defined in the Pennsylvania Public Utility Code, 66 Pa.C.S.A. § 101, *et seq.*)) any additional consideration on account of the Sewer Utility Easement and/or connection of the Cairns Property and/or the Additional Cairns Properties to the Sanitary Sewage Infrastructure or any tapping or other sewer connection fees whatsoever.

5. **Grant of Sewer Utility Easement.** Cairns, for himself, herself, themselves and his, her and their respective heirs, administrators, personal representatives, executors, successors

and assigns, including, without limitation, any and all tenants and subtenants, hereby grants and conveys unto Sadsbury Commons, and Sadsbury Commons hereby accepts from Cairns, a perpetual and exclusive easement (the "Sewer Utility Easement") in, on, under and through that portion of the Cairns Property more fully depicted in hashmarks on Exhibit C and more fully described by metes and bounds on Exhibit D (each attached hereto) (the "Sewer Utility Line Easement Area") for the purposes of designing, digging, installing, constructing and/or otherwise facilitating any and all sewer utility lines or methods of conveyance of sanitary sewage effluent and manhole apparatuses, cleanouts and related appurtenances as Sadsbury Commons may, in its sole and absolute discretion, determine to be necessary or desirable in conjunction with the Sanitary Sewage Infrastructure (collectively, the "Sewer Utility Line").

6. **Grant of Construction Easement.** Cairns, for himself, herself, themselves and his, her and their respective heirs, administrators, personal representatives, executors, successors and assigns, including, without limitation, any and all tenants and subtenants, hereby grants and conveys unto Sadsbury Commons, and Sadsbury Commons hereby accepts from Cairns, a temporary (as to initial construction and installation) and permanent, otherwise, and non-exclusive easement (the "Sewer Utility Line Construction Easement") in, on, under and through that portion of the Cairns Property more fully depicted in shading on Exhibit C and more fully described by metes and bounds on Exhibit E (each attached hereto) (the "Sewer Utility Line Construction Easement Area") for the purposes of constructing and installing and replacing, accessing, maintaining, repairing, upgrading, expanding and/or reducing the Sewer Utility Line (collectively, the "Sewer Utility Line Installation Work") and, immediately thereafter, filling the Sewer Utility Line Construction Easement Area to substantially the same grade level and restoring the Sewer Utility Line Construction Easement Area to substantially the same condition that shall exist immediately prior to the Sewer Utility Line Installation Work.

7. **Term of Easement.** The temporary component of the Sewer Utility Line Construction Easement shall commence on the date of this Agreement and shall terminate upon the earlier to occur of (A) the date that is eighty-four (84) months from the date of this Agreement or (B) the date on which Sadsbury Commons shall provide notice to Cairns (in the manner set forth in this Agreement for the providing of notices) that the Sewer Utility Line Installation Work shall then be completed.

8. **Use of Easement Areas.**

A. **Use by Cairns.** Except during temporary times when the Sanitary Sewage Infrastructure (including, without limitation, the Sewer Utility Line) shall be installed, constructed, replaced, maintained, repaired, upgraded or expanded, Cairns shall maintain and enjoy full and unrestricted access to, and use of, the Sewer Utility Line Easement Area and the Sewer Utility Line Construction Easement Area, as applicable, including the right to traverse such areas provided, however, that no such access and/or use shall interfere in any manner or form with the functionality of the Sanitary Sewage Infrastructure (including, without limitation, the Sewer Utility Line) and/or the purpose and intent of this Agreement and the easements and rights granted and established pursuant to this Agreement.

B. Crop Destruction. In confirmation, and not expansion, of the terms, conditions and provisions of Section 6. of this Agreement, whenever work on the Sewer Utility Line pursuant to this Agreement involves land disturbance on, under or through the Cairns Property, Sadsbury Commons shall cause the disturbed land (and any disturbed structures or vegetation) to be repaired and/or replaced to a condition substantially similar to the conditions immediately prior to such work. Sadsbury Commons shall compensate Cairns for the fair unharvested value of any crops that are destroyed during (and as a direct and proximate result of) work on the Sewer Utility Line pursuant to this Agreement which are not replaceable in sufficient time or quantity as to allow Cairns (or as applicable, Cairns' tenant) to realize the market value potential of such crops.

9. Ownership of Sewer Utility Line; Dedication. Notwithstanding anything to the contrary set forth in this Agreement, the Sewer Utility Line shall be owned by Sadsbury Commons and not Cairns provided, however, that Sadsbury Commons may, in its sole and absolute discretion, dedicate, assign, grant, alienate, convey or sell to the Township or any other governmental or quasi-governmental agency, authority, board, commission or entity or any Public Utility all or any portion of the Sewer Utility Line and the Sewer Utility Easement (either together with or separately from any or all of the other easement rights granted and conveyed under and pursuant to this Agreement) and, upon such dedication, assignment, grant, alienation, conveyance or sale, shall be released from any and all duty, responsibility, obligation or liability with regard to this Agreement and/or any of the easements or rights granted and/or declared under or pursuant to this Agreement other than those set forth at Section 3. of this Agreement and Section 4. of this Agreement, respectively.

10. Costs. Except as expressly set forth in this Agreement to the contrary, as between Sadsbury Commons and Cairns (and except with regard to costs and expenses arising solely out of or in any manner or form related to the negligence or wrongful acts of the other and/or the other's agents, contractors, subcontractors, tenants, invitees, guests or employees and/or any of his, her, its or their agents, contractors, subcontractors, tenants, invitees, guests or employees) all costs and expenses relating to the exercise of the easements and rights granted and declared hereunder shall be paid by the party incurring such costs. This Section 10. of this Agreement shall survive termination of this Agreement.

11. Insurance; Indemnity.

A. Indemnity. At all times during the terms of the easements granted and established pursuant to the express terms of this Agreement, Sadsbury Commons shall indemnify, defend and hold harmless Cairns from and against all claims, costs, expenses, damages, liabilities, actions, judgments and demands (including, without limitation, reasonable attorneys fees and court costs) directly arising out of the use, enjoyment or exercise by Sadsbury Commons and/or its employees, agents, contractors, directors, licensees, permittees, customers, tenants, representatives, consultants, servants, invitees and/or anyone acting by, through, under or on behalf of it or any of them (collectively, the "Indemnifying Party") of the easements granted and established pursuant to the express terms of this Agreement, on, under or through the Cairns Property provided, however, that the foregoing obligations shall be limited by, and Sadsbury Commons' liability reduced to, the extent such claims, expenses, damages, liabilities,

actions, judgments, claims and demands arise out of, the negligence or willful misconduct of Cairns or any of his, her or their agents, contractors, subcontractors, tenants, subtenants, invitees, guests or employees and/or any of its or their agents, contractors, subcontractors, tenants, subtenants invitees, guests or employees and/or the access and/or use of the Cairns Property (or any portion thereof including, without limitation, the Sewer Utility Line Easement Area and the Sewer Utility Line Construction Easement Area) or the Additional Cairns Properties (or any portion thereof) by Cairns or any of his, her or their agents, contractors, subcontractors, tenants, subtenants, invitees, guests or employees and/or any of its or their agents, contractors, subcontractors, tenants, subtenants invitees, guests or employees.

B. Insurance. At all times during the terms of the easements granted and established pursuant to the express terms of this Agreement, Sadsbury Commons shall maintain one or more policy(ies) of general commercial liability insurance to limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) single limit and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate insuring against claims on account of loss of life, bodily injury or property damage that directly arise out of the use, enjoyment or exercise by Sadsbury Commons and/or its employees, agents, contractors, directors, licensees, permittees, customers, tenants, representatives, consultants, servants, invitees and/or anyone acting by, through, under or on behalf of it or any of them of the easements granted and established pursuant to the express terms of this Agreement in, on, under or through the Cairns Property and shall name Cairns as an additional insured on such policy(ies).

12. Prior Notice. Except in the event of an emergency or other imminent threat or death or injury to persons or property, Sadsbury Commons shall provide at least five (5) Business Days' (as hereinafter defined) prior written notice to Cairns before any entry upon the Cairns Property for the purpose of commencing any portion of the Sewer Utility Line Installation Work.

13. Notices. Any and all notices required or desired to be given pursuant to this Agreement shall be sent via hand delivery or via first-class mail or via a nationally recognized courier service guaranteeing next Business Day delivery, in any event to the addresses set forth below or such other address(es) as the recipient(s) may designate from time to time:

if to Cairns:

Donald W. Cairns  
Kelly M. Cairns  
1208 Octorara Trail  
Parkesburg, Pennsylvania 19365

if to Sadsbury Commons:

Sadsbury Commons, L.P.  
Two Villanova Center  
795 East Lancaster Avenue, Suite 200  
Villanova, Pennsylvania 19085  
Attn: Mr. W. Kent Silvers, Jr.

with a required copy in all instances to:

Buckley, Brion, McGuire, Morris & Sommer LLP  
118 West Market Street  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof as follows: if made by hand delivery then upon such delivery, if made by overnight delivery then on the next Business Day following deposit thereof properly addressed and delivery fees paid with a nationally recognized courier guaranteeing overnight delivery and providing package tracking capability and, if made by first-class mail then on the fifth (5<sup>th</sup>) Business Day following deposit thereof with the United States Postal Service properly addressed and postage prepaid. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania. This Section 13. of this Agreement shall survive termination of this Agreement.

14. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

15. **Covenants Running with Land; Binding Effect.** The easements and rights granted and declared under and pursuant to this Agreement are and shall constitute covenants running with the land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and assigns.

16. **Recording.** This Agreement shall be recorded at Sadsbury Commons' cost and expense in the Office of the Recorder of Deeds in and for Chester County.

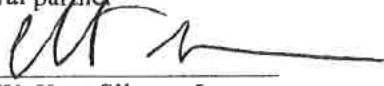
17. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all the parties to this Agreement had executed the same counterpart.

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]***


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

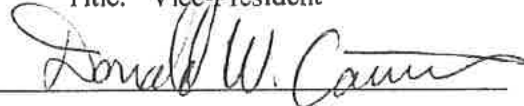
**SADSBURY COMMONS, L.P.,**  
a Pennsylvania limited partnership

By: Provco SC GP, Inc.,  
a Pennsylvania corporation  
its general partner

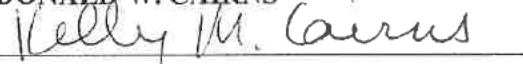
By:   
Name: W. Kent Silvers, Jr.  
Title: Vice-President

By: Pineville Sadsbury GP, Inc.,  
a Pennsylvania corporation  
its general partner

By:   
Name: Dennis McCarthy  
Title: Vice-President



**DONALD W. CAIRNS**

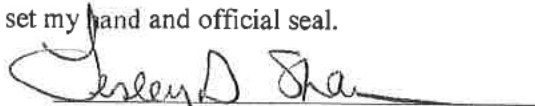


**KELLY M. CAIRNS**

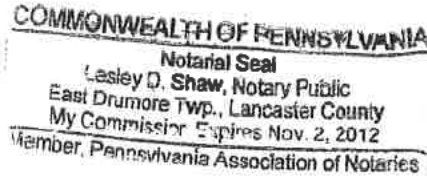
COMMONWEALTH OF PENNSYLVANIA :  
                                  Lancaster        SS  
COUNTY OF CHESTER                     :

On this, the 9 day of October, 2012, before me, the undersigned officer, personally appeared DONALD W. CAIRNS, an adult individual, known to me or satisfactorily proven, who acknowledged himself to be the individual whose name is subscribed to the foregoing instrument and that he executed the same for the purposes therein contained.

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

  
Notary Public

My Commission Expires: 11-2-2012





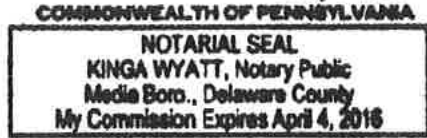
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER Delaware SS  
:

On this, the 25<sup>th</sup> day of October, 2012, before me, the undersigned officer, personally appeared W. KENT SILVERS, JR., who acknowledged himself to be the Vice-President of Provco SC GP, Inc., a Pennsylvania corporation and a general partner of SADSBUY COMMONS, L.P., a Pennsylvania limited partnership, and that he, as such Vice-President and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires:





**EXHIBIT A**

***[INSERT LEGAL DESCRIPTION OF CAIRNS PROPERTY]***

This Deed, made this 20th day of October, 1997

Between

The Mennonite Foundation, Inc.

a corporation organized and existing under and by virtue of the laws of the State of Indiana (hereinafter called the "Grantor(s)"), of the one part,

And

Donald W. Cairns and Kelly M. Cairns

(hereinafter called the Grantee(s), of the other part.

Witnesseth, that in consideration of (\$78,500) Seven Hundred Eighty Seven thousand five hundred dollars in hand paid, the receipt whereof is hereby acknowledged, the said Grantor(s) do(es) hereby grant and convey unto the said Grantee(s), their heirs and assigns as tenants by the entireties

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situated in the Township of Sadsbury, County of Chester and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone in a line of land now or late of James Grogan and a corner of land now or late of William Latta; thence by said Latta's land, North 89 degrees 23 minutes East, 1990.4 feet to a stake in a public road to a corner of J. Wilson Wright's Estate; thence by Wright's land along a public road, North 44 degrees 43 minutes East, 822 feet to a corner stone of land now or late of John W. Parke, thence by the middle of the road and Parke's land, North 2 degrees 15 minutes West, 945 feet to a stone, a corner of land now or late of John Shoemaker; thence by Shoemaker's land, North 80 degrees 10 minutes West, 1562.5 feet to a marble stone, a corner of Cemetery; thence by Cemetery, North 79 degrees 50 minutes West, 229.8 feet to an iron pin along Cemetery, North 85 degrees 34 minutes West, 620.2 feet to an iron pin in the public road, leading from Presbyterian Church to Parkesburg; thence along said road, South 32 degrees 59 minutes East, 184.75 feet to a stake; thence leaving the public road and still by Church property, North 89 degrees 4 minutes West, 481.8 feet to a stake on the West side of a public road in a line of land of A. B. Davis' Estate; thence by the Davis Estate land and Elizabeth C. Thomas, South 1 degree 6 minutes West, 1465.3 feet to a stake on the East side of the road, a corner of land now or late of James Grogan; thence by Grogan's land, North 86 degrees 36 minutes East, 300.68 feet to a stake; thence still by Grogan's land, South 1 minute West, 242.88 feet to place of beginning.

BK4253PG1928

EXCEPTING thereout a tract of land containing two (2) acres, more or less conveyed by Edgar E. Diem and wife to Crystal Springs Park, by Deed dated August 8, 1926, and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, in Deed Book V 16, Volume B93, page 4.

ALSO EXCEPTING thereout a parcel of land containing approximately one (1) acre, conveyed by Edgar E. Diem and wife to Alfred Diem by Deed dated January 18, 1929, and recorded in the aforesaid Recorder's Office in Deed Book O 23, Volume 486, page 423.

EXCEPTING thereout a tract of land containing .18 of an acre, conveyed by Earl R. Graybill and Miriam K. Graybill, husband and wife, to The Congregation of Upper Octorara by Deed dated November 23, 1966 and recorded in the aforesaid Recorder's Office in Deed Book H, Volume 37, page 800.

ALSO EXCEPTING thereout a tract of land containing 4.023 acres, conveyed by Earl R. Graybill and Miriam K. Graybill, his wife, to Philadelphia Electric Company, by Deed dated June 10, 1970 and recorded in the aforesaid Recorder's Office in Deed Book K, Volume 39, page 43.


BEING THE SAME PREMISES which Earl R. Graybill and Miriam K. Graybill, husband and wife, by Deed dated May 2, 1997 and recorded in the Office for the Recording of Deeds, in and for Chester County, Pennsylvania, in Record Book 4183, page 365, granted and conveyed unto The Mennonite Foundation, Inc., in fee.

TAX PARCEL #37-4-30

BK 4253 PG 1929

And the said Grantor doth hereby covenant to and with the said Grantee(s) that, it, the said Grantor, its successors, SHALL and WILL Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee(s), their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under it, them or any of them. IN WITNESS WHEREOF, the said Grantor(s) has(ve) caused these presents to be duly executed, the day and year first above written.

Attest: By: The Mennonite Foundation, Inc.

  
Randall M. Jacobs, Asst. Secretary

  
Delmar King, Asst. Treasurer

Commonwealth of Pennsylvania, County of Chester

On this 20th day of October, 1977, before me the undersigned officer, personally appeared Randall M. Jacobs and Delmar King, who acknowledged himself to be the Assist. Secretary & Assistant Treasurer of the said Grantor corporation, and that he, as such Assist. Secretary & Assistant Treasurer, being authorized to do so, executed the foregoing instrument, for the purposes therein contained, by signing the name of the corporation by himself as Assist. Secretary and Assistant Treasurer.

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

  
Notary Public

ABC0 Title # 19120  
104 S. Church Street  
West Chester, PA 19382-3202  
DEBRA L. SHROCK  
NOTARY PUBLIC STATE OF INDIANA  
ELKHART COUNTY  
MY COMMISSION EXP. JUNE 12, 1998

Deed

The address of the Grantee(s) is 1208 octorara Trail Parkersburg, Pa. 19365

BK 4253 PG 1930

UNOFFICIAL  
COPY



DATE: 11/03/1997 TIME: 12:38P INST NO.: 65224

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 030954 TYPE DOC : DEED  
REC FEE : 13.00  
LOC RTT : 7875.00  
ST RTT : 7875.00  
WRIT TAX : 0.50  
DATE: 11/03/1997 TIME: 12:38P INST NO.:

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 030954 TYPE DOC : HOUSING  
REC FEE : 13.00  
LOC RTT : 0.00  
ST RTT : 0.00  
WRIT TAX : 0.00

RETURN TO

David C. Patten, Esquire  
126 West Miner Street  
P.O. Box 489  
West Chester, PA 19381-0489

BK4253PG1931

EXHIBIT B



**CONTROL POINT ASSOCIATES, INC.**

traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 120,  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

March 23, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
PROPOSED LOT 2  
PART OF A.P.N. 37-003-0001.0000  
LANDS NOW OR FORMERLY  
SADSBURY COMMONS, L.P.  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. S.R. 10, A.K.A. L.R. 274, 80 FOOT WIDE LEGAL RIGHT-OF-WAY), AND THE TITLE LINE IN THE BED OF HERSHEY LANE (F.K.A. L.R. 274, ABANDONED AS STATE HIGHWAY, 50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL:

1. NORTH 63 DEGREES - 24 MINUTES - 00 SECONDS WEST, A DISTANCE OF 781.26 FEET TO A POINT OF CURVATURE, THENCE;
2. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 2,398.12 FEET, A CENTRAL ANGLE OF 31 DEGREES - 28 MINUTES - 30 SECONDS, AN ARC LENGTH OF 1,317.39 FEET, A CHORD BEARING NORTH 47 DEGREES - 39 MINUTES - 45 SECONDS WEST AND A CHORD DISTANCE OF 1,300.89 FEET TO A POINT OF CUSP, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 2 AND PROPOSED LOT 1:

3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 92 DEGREES - 45 MINUTES - 50 SECONDS, AN ARC LENGTH OF 105.24 FEET, A CHORD BEARING SOUTH 78 DEGREES - 18 MINUTES - 24 SECONDS EAST AND A CHORD DISTANCE OF 94.11 FEET TO A POINT OF TANGENCY, THENCE;
4. NORTH 55 DEGREES - 18 MINUTES - 41 SECONDS EAST, A DISTANCE OF 155.14 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 551.00 FEET, A CENTRAL ANGLE OF 46 DEGREES - 30 MINUTES - 45 SECONDS, AN ARC LENGTH OF 447.30 FEET, A CHORD BEARING NORTH 31 DEGREES - 53 MINUTES - 32 SECONDS EAST AND A CHORD DISTANCE OF 435.12 FEET TO A POINT OF NON-TANGENCY, THENCE;
6. NORTH 46 DEGREES - 08 MINUTES - 11 SECONDS WEST, A DISTANCE OF 28.47 FEET TO A POINT, THENCE;
7. NORTH 77 DEGREES - 36 MINUTES - 32 SECONDS WEST, A DISTANCE OF 231.58 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07069  
tel: 908.668.0099 fax: 908.668.9585

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



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 Sadsbury Twp., Chester Co., PA  
 Page 2

8. NORTH 07 DEGREES - 52 MINUTES - 19 SECONDS WEST, A DISTANCE OF 35.69 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN APN #37-003-0001.0000, LANDS NOW OR FORMERLY SADSURY COMMONS, L.P., AND APN #37-01-0047.000, LANDS NOW OR FORMERLY HERSHEY:

9. NORTH 82 DEGREES - 07 MINUTES - 41 SECONDS EAST, A DISTANCE OF 128.42 FEET TO A CONCRETE MONUMENT, THENCE;
10. NORTH 22 DEGREES - 55 MINUTES - 08 SECONDS EAST, A DISTANCE OF 285.89 FEET TO A CONCRETE MONUMENT, THENCE;
11. NORTH 07 DEGREES - 30 MINUTES - 06 SECONDS WEST, A DISTANCE OF 490.83 FEET TO A POINT ON THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30 (A.K.A. LINCOLN HIGHWAY, A.K.A. L.R. 142, VARIABLE WIDTH LEGAL RIGHT-OF-WAY), THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30:

12. SOUTH 83 DEGREES - 45 MINUTES - 53 SECONDS EAST, A DISTANCE OF 317.93 FEET TO A POINT, THENCE;
13. SOUTH 83 DEGREES - 39 MINUTES - 29 SECONDS EAST, A DISTANCE OF 319.22 FEET TO A POINT, THENCE;
14. SOUTH 06 DEGREES - 20 MINUTES - 31 SECONDS WEST, A DISTANCE OF 13.00 FEET TO A POINT, THENCE;
15. SOUTH 83 DEGREES - 39 MINUTES - 29 SECONDS EAST, A DISTANCE OF 99.99 FEET TO A POINT OF CURVATURE, THENCE;
16. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1,861.80 FEET, A CENTRAL ANGLE OF 09 DEGREES - 19 MINUTES - 04 SECONDS, AN ARC LENGTH OF 302.78 FEET, A CHORD BEARING SOUTH 78 DEGREES - 59 MINUTES - 57 SECONDS EAST AND A CHORD DISTANCE OF 302.44 FEET TO AN IRON PIN ON THE TITLE LINE IN THE BED OF HERSHEY LANE, THENCE;
17. ALONG THE TITLE LINE IN THE BED OF HERSHEY LANE, SOUTH 06 DEGREES - 12 MINUTES - 35 SECONDS EAST, A DISTANCE OF 2,399.54 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,511,327 SQUARE FEET OR 57.652 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.



March 23, 2012  
 CP08052  
 Sadsbury Twp., Chester Co., PA  
 Page 2

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL SUBDIVISION/LAND DEVELOPMENT PLANS FOR SADSBUY COMMONS, L.P., PROPOSED MEDICAL OFFICE DEVELOPMENT, ROUTE 10 & 20, SADSBUY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, SUBDIVISION PLAN", PREPARED BY BOHLER ENGINEERING, INC., PROJECT NO. P07-0560, DATED 3/17/2010, LAST REVISED 2/17/2012.



CONTROL POINT ASSOCIATES, INC.

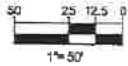
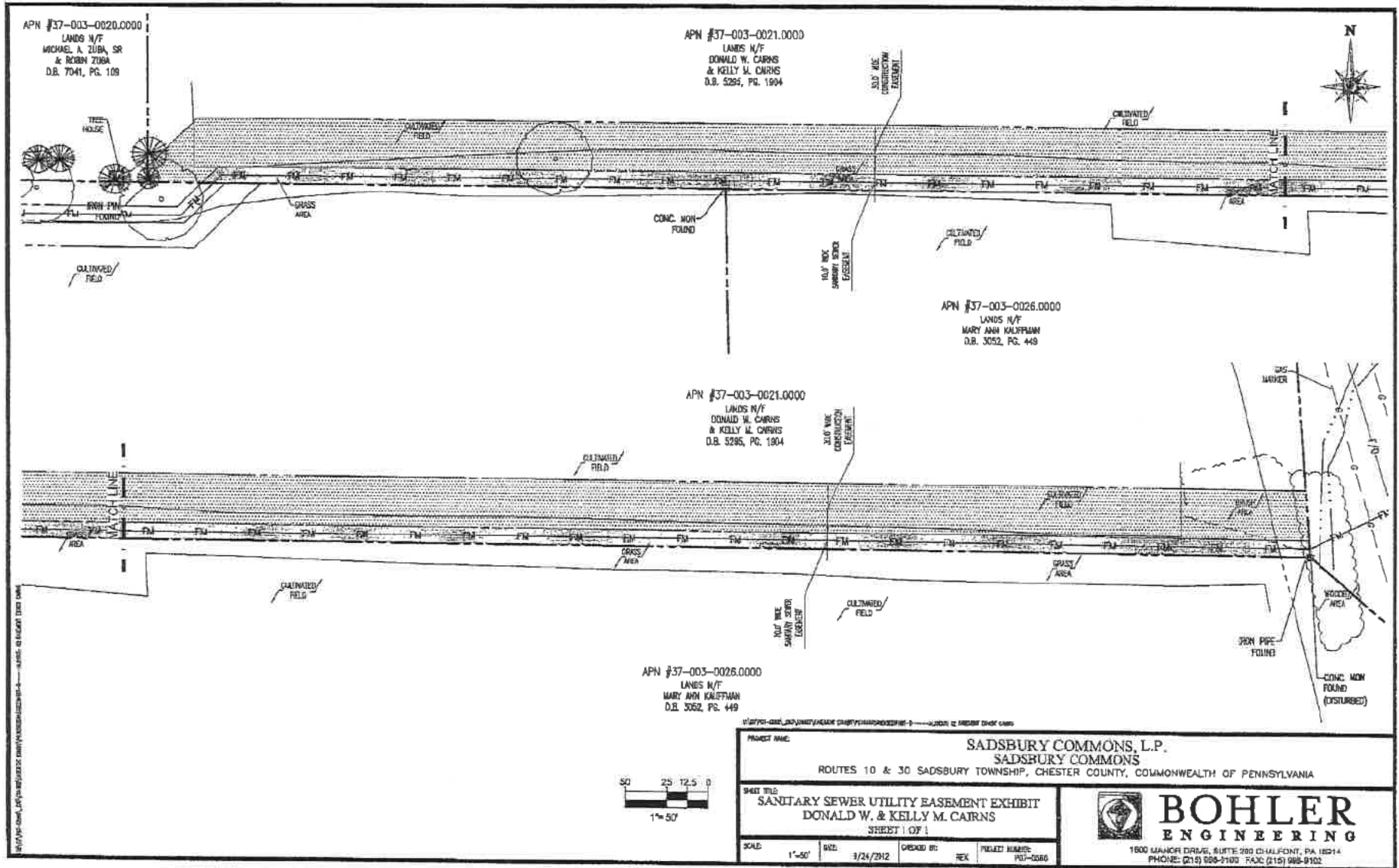
*[Handwritten Signature]*  
 3/23/12  
 JAMES F. HENRY, P.L.S. DATE  
 COMMONWEALTH OF PENNSYLVANIA  
 PROFESSIONAL LAND SURVEYOR # SU05680


JAA/SMF s:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\PROPOSED LOT 2 (Part of A.P.N. 37-003-0001.000).doc

Prepared by: SMF  
 Reviewed by: SH

**EXHIBIT C**

***[INSERT EASEMENT PLAN WITH SEWER UTILITY LINE EASEMENT AREA SHOWN  
IN HASHMARKS AND SEWER UTILITY LINE TEMPORARY CONSTRUCTION  
EASEMENT AREA SHOWN IN SHADING]***



PROJECT NAME: <b>SADSBURY COMMONS, L.P.</b> SADSBURY COMMONS ROUTES 10 & 30 SADSBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA			
SHEET TITLE: SANITARY SEWER UTILITY EASEMENT EXHIBIT DONALD W. & KELLY M. CAIRNS SHEET 1 OF 1			
SCALE: 1" = 50'	DATE: 1/24/2012	CHECKED BY: REX	PROJECT NUMBER: P07-0080
 <b>BOHLER</b> ENGINEERING			
1800 MAJOR DRUG, SUITE 200 CHALFONT, PA 18814 PHONE: (215) 588-9100 FAX: (215) 988-9102			

**EXHIBIT D**

***[INSERT LEGAL DESCRIPTION OF SEWER UTILITY LINE EASEMENT AREA]***



# CONTROL POINT ASSOCIATES, INC.

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1600 Manor Drive, Suite 210,  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

OCTOBER 2, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
10' WIDE SANITARY SEWER EASEMENT  
PART OF APN #37-003-0021.0000  
LANDS NOW OR FORMERLY  
DONALD W. & KELLY M. CAIRNS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS AND A.P.N. 37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZPUS, SAID POINT BEING DISTANT THE FOLLOWING FIVE (5) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY):

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
- B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 110.17 FEET TO A POINT, THENCE;
- C. SOUTH 07 DEGREES - 00 MINUTES - 31 SECONDS EAST, A DISTANCE OF 157.45 FEET TO A POINT, THENCE;
- D. NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 114.02 FEET TO A POINT, THENCE;
- E. ALONG THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000; A.P.N. #37-003-0029.0000; A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0020.0000, LANDS NOW OR FORMERLY ZUBA, SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 163.75 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING; THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0021.0000:

- 1. SOUTH 51 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 14.00 FEET TO A POINT, THENCE;
- 2. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 1338.48 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 608.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



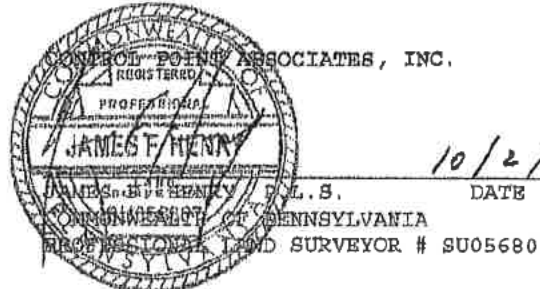
October 2, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

- 3. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-001.0000 AND A.P.N. #37-003-0023.0000, LANDS NOW OR FORMERLY SADBURY CROSSING HOMEOWNERS ASSOCIATION, SOUTH 80 DEGREES - 14 MINUTES - 17 SECONDS WEST, A DISTANCE OF 10.03 FEET TO A POINT, THENCE;
- 4. ALONG THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000; A.P.N. #37-003-0026.0000, LANDS NOW OR FORMERLY KAUFFMAN AND A.P.N. #37-003-0029.0000, NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 1349.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 13,437 SQUARE FEET OR 0.308 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, DONALD W. AND KELLY M. CAIRNS, SADBURY COMMONS, L.P., ROUTES 10 & 30, SADBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, PROJECT #P07-0560, SHEET 1 OF 1.



SI/GMF: S:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\10' WIDE Sanitary Sewer Easement (Part of APN #37-003-0021.0000).doc  
Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

**EXHIBIT E**

***[INSERT LEGAL DESCRIPTION OF  
SEWER UTILITY LINE TEMPORARY CONSTRUCTION EASEMENT AREA]***



# CONTROL POINT ASSOCIATES, INC.

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Chalfont, PA 18914  
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Fax. 215.712.9802  
www.cpasurvey.com

OCTOBER 2, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
30' WIDE CONSTRUCTION EASEMENT  
PART OF A.P.N. #37-003-0021.0000  
LANDS NOW OR FORMERLY  
DONALD W. & KELLY M. CAIRNS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT AN IRON PIN ON THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS; A.P.N. 37-003-0020.0000, LANDS NOW OR FORMERLY ZUBA AND A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS, SAID POINT BEING DISTANT THE FOLLOWING FIVE (5) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY):

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
- B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 110.17 FEET TO A POINT, THENCE;
- C. SOUTH 07 DEGREES - 00 MINUTES - 31 SECONDS EAST, A DISTANCE OF 157.45 FEET TO A POINT, THENCE;
- D. NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 114.02 FEET TO A POINT, THENCE;
- E. ALONG THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000; A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0020.0000, SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 131.55 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
- 1. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000 AND A.P.N. #37-003-0020.0000, NORTH 83 DEGREES - 57 MINUTES - 32 SECONDS EAST, A DISTANCE OF 9.92 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0021.0000:

- 2. SOUTH 51 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 42.10 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
352 Tumpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



October 2, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

3. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 1,348.92 FEET TO A POINT, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000 AND A.P.N. #37-003-0023.0000, LANDS NOW OR FORMERLY SADSURY CROSSING HOMEOWNERS ASSOCIATION, SOUTH 80 DEGREES - 14 MINUTES - 17 SECONDS WEST, A DISTANCE OF 30.08 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0021.0000:

5. NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 1,338.48 FEET TO A POINT, THENCE;
6. NORTH 51 DEGREES - 13 MINUTES - 29 SECONDS WEST, A DISTANCE OF 14.00 FEET TO A POINT, THENCE;
7. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0021.0000 AND A.P.N. #37-003-0029.0000, NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 32.20 FEET THE POINT AND PLACE OF BEGINNING.

CONTAINING 41,312 SQUARE FEET OR 0.948 ACRE

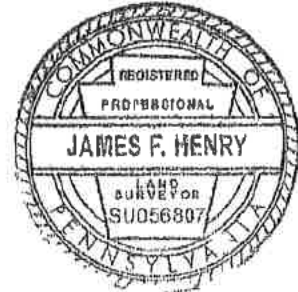
THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, DONALD W. AND KELLY M. CAIRNS, SADSURY COMMONS, L.P., ROUTES 10 & 30, SADSURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, PROJECT #P07-0560, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.

*[Signature]* 10/2/12  
 \_\_\_\_\_  
 JAMES F. HENRY, P.L.S.                      DATE  
 COMMONWEALTH OF PENNSYLVANIA  
 PROFESSIONAL LAND SURVEYOR # SU05680

SH/SMF: S:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\30' WIDE Construction Easement (Part of APN #37-003-0021.0000).doc  
 Prepared by: *SH*  
 Reviewed by: *JHA*



RETURN TO

Prepared by, and after recording please return to:  
Buckley, Brion, McGuire, Morris & Sommer LLP  
118 West Market Street, Suite 300  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

RECORDER OF DEEDS  
CHESTER COUNTY, PA.

2012 NOV -1 PM 2:15

U.P.I. Nos. 37-3-17:E, 37-3-18:E, 37-3-19 & 37-3-19:E

**UTILITY EASEMENT AGREEMENT**

This **UTILITY EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 25<sup>th</sup> day of October, 2012, by and between **UPPER OCTORARA PRESBYTERIAN CHURCH**, a Pennsylvania non-stock, non-profit corporation (the "Church") and **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership ("Sadsbury Commons").

**BACKGROUND**

**WHEREAS**, the Church owns those certain parcels of real property located within the jurisdictional limits of the Township of Sadsbury (the "Township"), Chester County, Pennsylvania, known to the Board of Assessment of said County (the "Board of Assessment") as Tax Map Parcels Nos. 37-3-17.E, 37-3-18.E, 37-3-19 & 37-3-19.E, respectively, and as more fully described by metes and bounds on Exhibit A attached hereto (collectively, the "Church Property"); and

**WHEREAS**, Sadsbury Commons owns that certain parcel of real property and improvements located within the jurisdictional limits of the Township and in the vicinity of the the Church Property, known to the Board of Assessment as Tax Map Parcel No. 37-3-1 and as more fully described by metes and bounds on Exhibit B attached hereto (the "Sadsbury Commons Property"); and

**WHEREAS**, Sadsbury Commons intends to develop the Sadsbury Commons Property and, in conjunction with such development, intends to cause sanitary sewage collection and conveyance infrastructure (collectively, the "Sanitary Sewage Infrastructure") to be installed between the Sadsbury Commons Property and other sanitary sewage infrastructure located in the Township; and

**WHEREAS**, a portion of the Sanitary Sewage Infrastructure will traverse in, on, under and through the Church Property; and

**WHEREAS**, on and subject to the terms and conditions set forth in this Agreement, the Church and Sadsbury Commons reached agreement on the terms, conditions and provisions under which the Church will permit the Sanitary Sewage Infrastructure to traverse in, on, under and through the Church Property, as aforesaid.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein as well as other good and valuable consideration, the receipt and lawful sufficiency of which are

hereby acknowledged, and intending to be legally bound, the Church and Sadsbury Commons agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.

2. **Incorporation of Exhibits.** All Exhibits attached to this Agreement are incorporated herein by reference.

3. **Right to Connect and Utilize.** At any time during the term of the Sewer Utility Easement (as hereinafter defined), the Church or, as applicable, its successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Church Property) (and, in any and all instances whatsoever, in accordance with any applicable governmental, quasi-governmental and/or Public Utility (as hereinafter defined) laws, rules, regulations, ordinances and policies) shall have the right to connect to the Sanitary Sewage Infrastructure at a location of its or their choosing and to utilize the Sanitary Sewage Infrastructure to serve the sewage disposal needs of the Church Property. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, as and between the Church and Sadsbury Commons, the Church (or, as applicable, its successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Church Property)) is (or, as applicable, are) and shall be solely responsible for any and all amounts, charges, costs, expenses, fees and sums (including, without limitation, tapping fees for EDUs) associated with or in any manner or form related to connection to the Sanitary Sewage Infrastructure.

4. **Payment of Easement Fee.** Upon full execution of this Agreement by the Church and Sadsbury Commons, Sadsbury Commons paid to the Church the sum of One Thousand and 00/100 Dollars (the "Easement Fee"). The Church, for itself and, as applicable, its successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Church Property) acknowledges (A) receipt and the lawful sufficiency of the Easement Fee and, (B) in furtherance (and not in limitation) of the rest and remainder of the terms, conditions and provisions of this Agreement, that Sadsbury Commons does not and shall not have any obligation or responsibility whatsoever to pay to the Church, the Township or any individual or entity whatsoever (including, without limitation, any Public Utility (as that term is defined in the Pennsylvania Public Utility Code, 66 Pa.C.S.A. § 101, *et seq.*)) any additional consideration on account of the Sewer Utility Easement and/or connection of the Church Property to the Sanitary Sewage Infrastructure or any tapping or other sewer connection fees whatsoever.

5. **Grant of Sewer Utility Easement.** The Church, for itself and its successors and assigns, including, without limitation, any and all tenants and subtenants, hereby grants and conveys unto Sadsbury Commons, and Sadsbury Commons hereby accepts from the Church, a perpetual and exclusive easement (the "Sewer Utility Easement") in, on, under and through that portion of the Church Property more fully depicted in hashmarks on Exhibit C and more fully described by metes and bounds on Exhibit D (each attached hereto) (the "Sewer Utility Line Easement Area") for the purposes of designing, digging, installing, constructing and/or otherwise

facilitating any and all sewer utility lines or methods of conveyance of sanitary sewage effluent and manhole apparatuses, cleanouts and related appurtenances as Sadsbury Commons may, in its sole and absolute discretion, determine to be necessary or desirable in conjunction with the Sanitary Sewage Infrastructure (collectively, the "Sewer Utility Line").

6. **Grant of Construction Easement.** The Church, for itself and its successors and assigns, including, without limitation, any and all tenants and subtenants, hereby grants and conveys unto Sadsbury Commons, and Sadsbury Commons hereby accepts from the Church, a temporary (as to initial construction and installation) and permanent, otherwise, and non-exclusive easement (the "Sewer Utility Line Construction Easement") in, on, under and through that portion of the Church Property more fully depicted in shading on Exhibit C and more fully described by metes and bounds on Exhibit E (each attached hereto) (the "Sewer Utility Line Construction Easement Area") for the purposes of constructing and installing and replacing, accessing, maintaining, repairing, upgrading, expanding and/or reducing the Sewer Utility Line (collectively, the "Sewer Utility Line Installation Work") and, immediately thereafter, filling the Sewer Utility Line Construction Easement Area to substantially the same grade level and restoring the Sewer Utility Line Construction Easement Area to substantially the same condition that shall exist immediately prior to the Sewer Utility Line Installation Work.

7. **Term of Easement.** The temporary component of the Sewer Utility Line Construction Easement shall commence on the date of this Agreement and shall terminate upon the earlier to occur of (A) the date that is eighty-four (84) months from the date of this Agreement or (B) the date on which Sadsbury Commons shall provide notice to the Church (in the manner set forth in this Agreement for the providing of notices) that the Sewer Utility Line Installation Work shall then be completed.

8. **Use of Easement Areas.** Except during temporary times when the Sanitary Sewage Infrastructure (including, without limitation, the Sewer Utility Line) shall be installed, constructed, replaced, maintained, repaired, upgraded or expanded, the Church shall maintain and enjoy full and unrestricted access to, and use of, the Sewer Utility Line Easement Area and the Sewer Utility Line Construction Easement Area, as applicable, including the right to traverse such areas provided, however, that no such access and/or use shall interfere in any manner or form with the functionality of the Sanitary Sewage Infrastructure (including, without limitation, the Sewer Utility Line) and/or the purpose and intent of this Agreement and the easements and rights granted and established pursuant to this Agreement.

9. **Ownership of Sewer Utility Line; Dedication.** Notwithstanding anything to the contrary set forth in this Agreement, the Sewer Utility Line shall be owned by Sadsbury Commons and not the Church provided, however, that Sadsbury Commons may, in its sole and absolute discretion, dedicate, assign, grant, alienate, convey or sell to the Township or any other governmental or quasi-governmental agency, authority, board, commission or entity or any Public Utility all or any portion of the Sewer Utility Line and the Sewer Utility Easement (either together with or separately from any or all of the other easement rights granted and conveyed under and pursuant to this Agreement) and, upon such dedication, assignment, grant, alienation, conveyance or sale, shall be released from any and all duty, responsibility, obligation or liability

with regard to this Agreement and/or any of the easements or rights granted and/or declared under or pursuant to this Agreement other than those set forth at Section 3. of this Agreement and Section 4. of this Agreement, respectively.

10. **Costs.** Except as expressly set forth in this Agreement to the contrary, as between Sadsbury Commons and the Church (and except with regard to costs and expenses arising solely out of or in any manner or form related to the negligence or wrongful acts of the other and/or the other's agents, contractors, subcontractors, tenants, invitees, guests or employees and/or any of his, her, its or their agents, contractors, subcontractors, tenants, invitees, guests or employees) all costs and expenses relating to the exercise of the easements and rights granted and declared hereunder shall be paid by the party incurring such costs. This Section 10. of this Agreement shall survive termination of this Agreement.

11. **Insurance; Indemnity.**

A. **Indemnity.** At all times during the terms of the easements granted and established pursuant to the express terms of this Agreement, Sadsbury Commons shall indemnify, defend and hold harmless the Church from and against all claims, costs, expenses, damages, liabilities, actions, judgments and demands (including, without limitation, reasonable attorneys fees and court costs) directly arising out of the use, enjoyment or exercise by Sadsbury Commons and/or its employees, agents, contractors, directors, licensees, permittees, customers, tenants, representatives, consultants, servants, invitees and/or anyone acting by, through, under or on behalf of it or any of them (collectively, the "Indemnifying Party") of the easements granted and established pursuant to the express terms of this Agreement, on, under or through the Church Property provided, however, that the foregoing obligations shall be limited by, and Sadsbury Commons' liability reduced to, the extent such claims, expenses, damages, liabilities, actions, judgments, claims and demands arise out of, the negligence or willful misconduct of the Church or any of its agents, contractors, subcontractors, tenants, subtenants, invitees, guests or employees and/or any of its or their agents, contractors, subcontractors, tenants, subtenants invitees, guests or employees and/or the access and/or use of the Church Property (or any portion thereof including, without limitation, the Sewer Utility Line Easement Area and the Sewer Utility Line Construction Easement Area) by the Church or any of its agents, contractors, subcontractors, tenants, subtenants, invitees, guests or employees and/or any of its or their agents, contractors, subcontractors, tenants, subtenants invitees, guests or employees.

B. **Insurance.** At all times during the terms of the easements granted and established pursuant to the express terms of this Agreement, Sadsbury Commons shall maintain one or more policy(ies) of general commercial liability insurance to limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) single limit and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate insuring against claims on account of loss of life, bodily injury or property damage that directly arise out of the use, enjoyment or exercise by Sadsbury Commons and/or its employees, agents, contractors, directors, licensees, permittees, customers, tenants, representatives, consultants, servants, invitees and/or anyone acting by, through, under or on behalf of it or any of them of the easements granted and established pursuant to the express terms of this Agreement in, on, under or through the Church Property and shall name the Church as an additional insured on such policy(ies).

12. **Prior Notice.** Except in the event of an emergency or other imminent threat or death or injury to persons or property, Sadsbury Commons shall provide at least five (5) Business Days' (as hereinafter defined) prior written notice to the Church before any entry upon the Church Property for the purpose of commencing any portion of the Sewer Utility Line Installation Work.

13. **Notices.** Any and all notices required or desired to be given pursuant to this Agreement shall be sent via hand delivery or via first-class mail or via a nationally recognized courier service guaranteeing next Business Day delivery, in any event to the addresses set forth below or such other address(es) as the recipient(s) may designate from time to time:

if to the Church:

Upper Octorara Presbyterian Church  
1121 Octorara Road  
Parkesburg, Pennsylvania 19365  
Attn: James Hook, President of the Board of Trustees

if to Sadsbury Commons:

Sadsbury Commons, L.P.  
Two Villanova Center  
795 East Lancaster Avenue, Suite 200  
Villanova, Pennsylvania 19085  
Attn: Mr. W. Kent Silvers, Jr.

with a required copy in all instances to:

Buckley, Brion, McGuire, Morris & Sommer LLP  
118 West Market Street  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof as follows: if made by hand delivery then upon such delivery, if made by overnight delivery then on the next Business Day following deposit thereof properly addressed and delivery fees paid with a nationally recognized courier guaranteeing overnight delivery and providing package tracking capability and, if made by first-class mail then on the fifth (5<sup>th</sup>) Business Day following deposit thereof with the United States Postal Service properly addressed and postage prepaid. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania. This Section 13. of this Agreement shall survive termination of this Agreement.

14. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

15. **Covenants Running with Land; Binding Effect.** The easements and rights granted and declared under and pursuant to this Agreement are and shall constitute covenants running with the land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and assigns.

16. **Recording.** This Agreement shall be recorded at Sadsbury Commons' cost and expense in the Office of the Recorder of Deeds in and for Chester County.


17. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all the parties to this Agreement had executed the same counterpart.

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]***

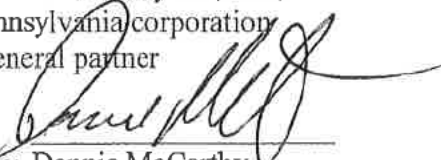
IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

**SADSBURY COMMONS, L.P.,**  
a Pennsylvania limited partnership

By: Provco SC GP, Inc.,  
a Pennsylvania corporation  
its general partner

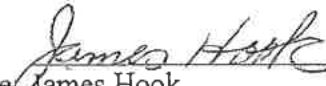
By:   
Name: W. Kent Silvers, Jr.  
Title: Vice-President

By: Pineville Sadsbury GP, Inc.,  
a Pennsylvania corporation  
its general partner

By:   
Name: Dennis McCarthy  
Title: Vice-President

**UPPER OCTORARA PRESBYTERIAN CHURCH,**  
a Pennsylvania non-stock, non-profit corporation

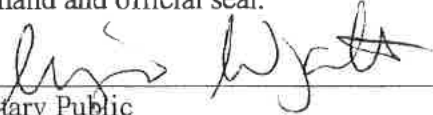
By: its Board of Trustees

By:   
Name: James Hook  
Title: President

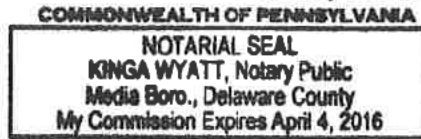
COMMONWEALTH OF PENNSYLVANIA :  
 :  
 :  
COUNTY OF CHESTER *Delaware* :

On this, the 25<sup>th</sup> day of October, 2012, before me, the undersigned officer, personally appeared **W. KENT SILVERS, JR.**, who acknowledged himself to be the Vice-President of Provco SC GP, Inc., a Pennsylvania corporation and a general partner of **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership, and that he, as such Vice-President and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

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

  
\_\_\_\_\_  
Notary Public


My Commission Expires:



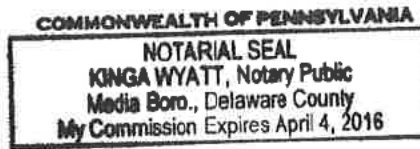
COMMONWEALTH OF PENNSYLVANIA :  
 :  
SS  
COUNTY OF ~~CHESTER~~ Delaware :

On this, the 25<sup>th</sup> day of October, 2012, before me, the undersigned officer, personally appeared DENNIS McCARTHY, who acknowledged himself to be the Vice-President of Pineville Sadsbury GP, Inc., a Pennsylvania corporation and a general partner of SADSBUARY COMMONS, L.P., a Pennsylvania limited partnership, and that he, as such Vice-President and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

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

  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :  
 COUNTY OF CHESTER :  
 SS

On this, the 15 day of October, 2012, before me, the undersigned officer, personally appeared **JAMES HOOK**, who acknowledged himself to be the President of the Board of Trustees of **UPPER OCTORARA PRESBYTERIAN CHURCH**, a Pennsylvania non-stock, non-profit corporation, and that he, as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

  
 Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Kathleen M. Przychozien, Notary Public  
 Valley Twp., Chester County  
 My Commission Expires June 6, 2016  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**EXHIBIT A**

***[INSERT LEGAL DESCRIPTION OF CHUCH PROPERTY]***





## EXHIBIT B



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 120,  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

March 23, 2012  
CP08052

NOTES AND BOUNDS DESCRIPTION  
PROPOSED LOT 2  
PART OF A.P.N. 37-003-0001.0000  
LANDS NOW OR FORMERLY  
SADSBURY COMMONS, L.P.  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF OCTOKARA TRAIL (A.K.A. S.R. 10, A.K.A. L.R. 274, 80 FOOT WIDE LEGAL RIGHT-OF-WAY), AND THE TITLE LINE IN THE BED OF HERSHEY LANE (F.K.A. L.R. 274, ABANDONED AS STATE HIGHWAY, 50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF OCTOKARA TRAIL:

1. NORTH 63 DEGREES - 24 MINUTES - 00 SECONDS WEST, A DISTANCE OF 781.26 FEET TO A POINT OF CURVATURE, THENCE;
2. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 2,398.12 FEET, A CENTRAL ANGLE OF 31 DEGREES - 28 MINUTES - 30 SECONDS, AN ARC LENGTH OF 1,317.39 FEET, A CHORD BEARING NORTH 47 DEGREES - 39 MINUTES - 45 SECONDS WEST AND A CHORD DISTANCE OF 1,300.89 FEET TO A POINT OF CUSP, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 2 AND PROPOSED LOT 1:

3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 92 DEGREES - 45 MINUTES - 50 SECONDS, AN ARC LENGTH OF 105.24 FEET, A CHORD BEARING SOUTH 78 DEGREES - 18 MINUTES - 24 SECONDS EAST AND A CHORD DISTANCE OF 94.11 FEET TO A POINT OF TANGENCY, THENCE;
4. NORTH 55 DEGREES - 18 MINUTES - 41 SECONDS EAST, A DISTANCE OF 155.14 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 551.00 FEET, A CENTRAL ANGLE OF 46 DEGREES - 30 MINUTES - 45 SECONDS, AN ARC LENGTH OF 447.30 FEET, A CHORD BEARING NORTH 31 DEGREES - 53 MINUTES - 32 SECONDS EAST AND A CHORD DISTANCE OF 435.12 FEET TO A POINT OF NON-TANGENCY, THENCE;
6. NORTH 46 DEGREES - 08 MINUTES - 11 SECONDS WEST, A DISTANCE OF 28.47 FEET TO A POINT, THENCE;
7. NORTH 77 DEGREES - 36 MINUTES - 32 SECONDS WEST, A DISTANCE OF 231.58 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.888.0099 fax: 908.888.9595

Branch Office  
352 Timplke Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3008

Professional Land Surveying and Consulting Services



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CP08052  
Sadsbury Twp., Chester Co., PA  
Page 2

8. NORTH 07 DEGREES - 52 MINUTES - 19 SECONDS WEST, A DISTANCE OF 35.69 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN APN #37-003-0001.0000, LANDS NOW OR FORMERLY SADSBUY COMMONS, L.P., AND APN #37-01-0047.000, LANDS NOW OR FORMERLY HERSHEY;

9. NORTH 82 DEGREES - 07 MINUTES - 41 SECONDS EAST, A DISTANCE OF 128.42 FEET TO A CONCRETE MONUMENT, THENCE;
10. NORTH 22 DEGREES - 55 MINUTES - 08 SECONDS EAST, A DISTANCE OF 285.89 FEET TO A CONCRETE MONUMENT, THENCE;
11. NORTH 07 DEGREES - 30 MINUTES - 06 SECONDS WEST, A DISTANCE OF 490.83 FEET TO A POINT ON THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30 (A.K.A. LINCOLN HIGHWAY, A.K.A. L.R. 142, VARIABLE WIDTH LEGAL RIGHT-OF-WAY), THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30:

12. SOUTH 83 DEGREES - 45 MINUTES - 53 SECONDS EAST, A DISTANCE OF 317.93 FEET TO A POINT, THENCE;
13. SOUTH 83 DEGREES - 39 MINUTES - 29 SECONDS EAST, A DISTANCE OF 319.22 FEET TO A POINT, THENCE;
14. SOUTH 06 DEGREES - 20 MINUTES - 31 SECONDS WEST, A DISTANCE OF 13.00 FEET TO A POINT, THENCE;
15. SOUTH 83 DEGREES - 39 MINUTES - 29 SECONDS EAST, A DISTANCE OF 99.99 FEET TO A POINT OF CURVATURE, THENCE;
16. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1,861.80 FEET, A CENTRAL ANGLE OF 09 DEGREES - 19 MINUTES - 04 SECONDS, AN ARC LENGTH OF 302.78 FEET, A CHORD BEARING SOUTH 78 DEGREES - 59 MINUTES - 57 SECONDS EAST AND A CHORD DISTANCE OF 302.44 FEET TO AN IRON PIN ON THE TITLE LINE IN THE BED OF HERSHEY LANE, THENCE;
17. ALONG THE TITLE LINE IN THE BED OF HERSHEY LANE, SOUTH 06 DEGREES - 12 MINUTES - 35 SECONDS EAST, A DISTANCE OF 2,399.54 FEET TO THE POINT AND PLACE OF BEGINNING.

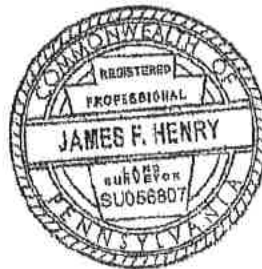
CONTAINING 2,511,327 SQUARE FEET OR 57.652 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.



March 23, 2012  
CP08052  
Sadsbury Twp., Chester Co., PA  
Page 2

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL SUBDIVISION/LAND DEVELOPMENT PLANS FOR SADSBUARY COMMONS, L.P., PROPOSED MEDICAL OFFICE DEVELOPMENT, ROUTE 10 & 20, SADSBUARY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, SUBDIVISION PLAN", PREPARED BY BOHLER ENGINEERING, INC., PROJECT NO. P07-0560, DATED 3/17/2010, LAST REVISED 2/17/2012.



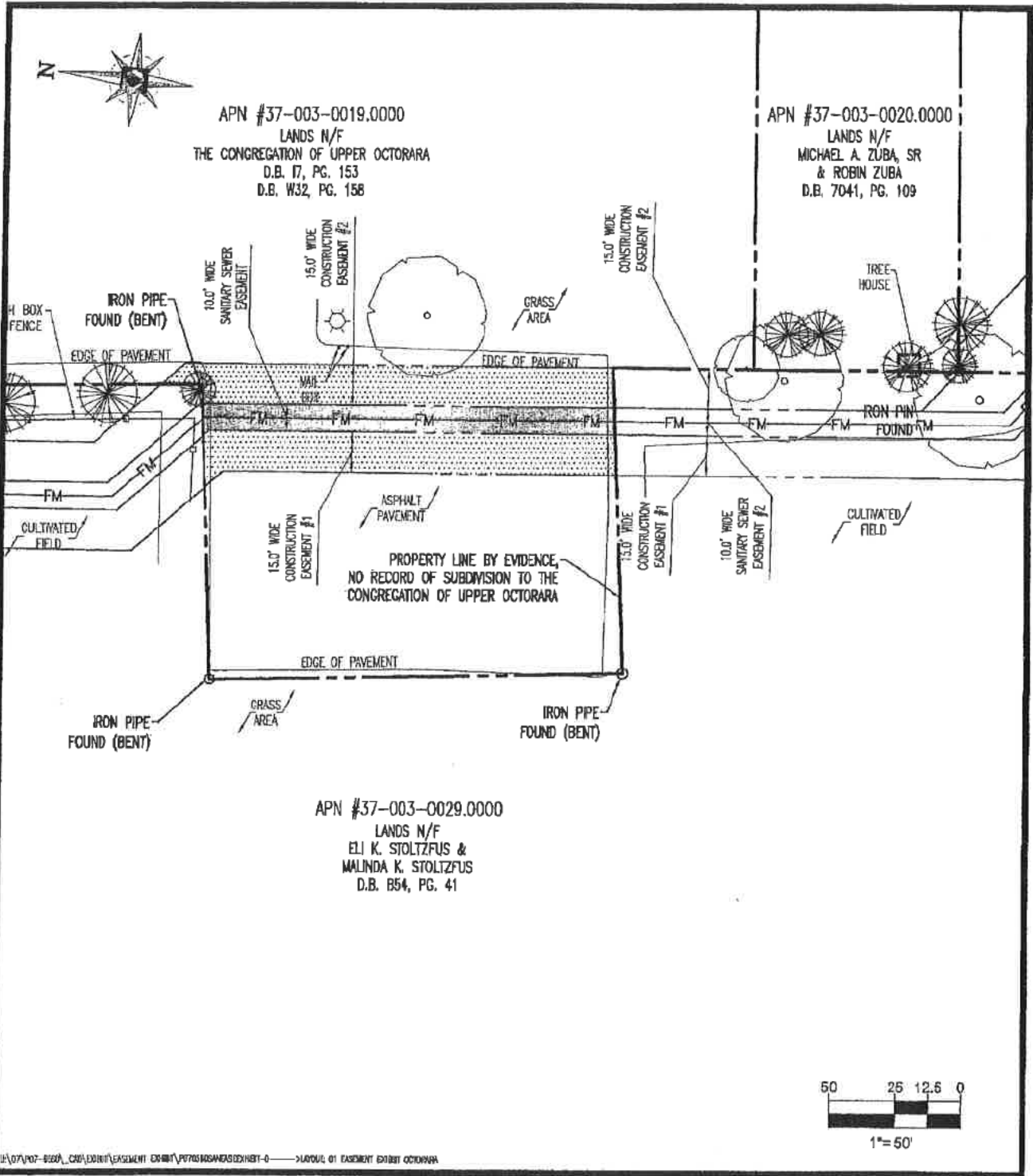
CONTROL POINT ASSOCIATES, INC.

*[Handwritten Signature]*  
3/23/12  
JAMES F. HENRY, P.L.S. DATE  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL LAND SURVEYOR # SU066807

JAR/SMF 8:\DRAC\0808\DESCRIPTIONS\NTS & BOUND DESCRIPTIONS\PROPOSED LOT 2 (Part of A.F.N. 37-003-0001.000).doc  
Prepared by: SMF  
Reviewed by: SH

**EXHIBIT C**

***[INSERT EASEMENT PLAN WITH SEWER UTILITY LINE EASEMENT AREA SHOWN  
IN HASHMARKS AND SEWER UTILITY LINE TEMPORARY CONSTRUCTION  
EASEMENT AREA SHOWN IN SHADING]***



PROJECT NAME: **SADSBURY COMMONS, L.P.**  
**SADSBURY COMMONS**  
 ROUTES 10 & 30 SADSBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA

SHEET TITLE:  
**SANITARY SEWER UTILITY EASEMENT EXHIBIT**  
**CONGREGATION OF UPPER OCTORARA**  
 SHEET 1 OF 1

SCALE: 1"=50'	DATE: 9/24/2012	CHECKED BY: REK	PROJECT NUMBER: P07-0580
---------------	-----------------	-----------------	--------------------------



**BOHLER**  
**ENGINEERING**

1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18814  
 PHONE: (215) 996-9100 FAX: (215) 996-9102

**EXHIBIT D**

*[INSERT LEGAL DESCRIPTION OF SEWER UTILITY LINE EASEMENT AREA]*



# CONTROL POINT ASSOCIATES, INC.

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1800 Manor Drive, Suite 210,  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

OCTOBER 3, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
10' WIDE SANITARY SEWER EASEMENT #1  
PART OF A.P.N. #37-003-0019.0000  
LANDS NOW OR FORMERLY  
THE CONGREGATION OF UPPER OCTORARA  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA AND A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS, SAID POINT BEING DISTANT THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY):

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0029.0000:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
- B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 7.34 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
- 1. ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0019.0000, SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 157.58 FEET TO A POINT, THENCE;
- 2. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0029.0000, SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 10.01 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0019.0000:

- 3. NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 155.31 FEET TO A POINT, THENCE;
- 4. NORTH 46 DEGREES - 59 MINUTES - 03 SECONDS WEST, A DISTANCE OF 2.91 FEET A POINT, THENCE;
- 5. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0029.0000, NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 11.94 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,578 SQUARE FEET OR 0.036 ACRE

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



October 3, 2012  
CP00052  
Sadsbury Township, Chester Co., PA  
Page 2

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, DONALD W. AND KELLY M. CAIRNS, SADBURY COMMONS, L.P., ROUTES 10 & 30, SADBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, PROJECT #P07-0560, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.



10/3/12  
DATE

JAMES E. HENRY, L.P.  
COMMONWEALTH OF PENNSYLVANIA  
REGISTERED PROFESSIONAL SURVEYOR # SU05680

SH/BMF: S:\06\CP00052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\10' WIDE Sanitary Sewer Easement (L.P. #37-003-0019.0000).doc  
Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

**EXHIBIT E**

***[INSERT LEGAL DESCRIPTION OF  
SEWER UTILITY LINE TEMPORARY CONSTRUCTION EASEMENT AREA]***



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Chalfont, PA 18914  
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Fax. 215.712.9802  
www.cpasurvey.com

October 3, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
15' WIDE CONSTRUCTION EASEMENT #1  
PART OF A.P.N. #37-003-0019.0000  
LANDS NOW OR FORMERLY  
THE CONGREGATION OF UPPER OCTORARA  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA AND A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS, SAID POINT BEING DISTANT THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT OF WAY):

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0029.0000:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
- B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 19.28 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0019.0000:

- 1. SOUTH 46 DEGREES - 59 MINUTES - 03 SECONDS EAST, A DISTANCE OF 2.91 FEET TO A POINT THENCE;
- 2. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 155.31 FEET TO A POINT THENCE;
- 3. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0029.0000, SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 15.02 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0019.0000:

- 4. NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 150.35 FEET TO A POINT, THENCE;
- 5. NORTH 46 DEGREES - 59 MINUTES - 03 SECONDS WEST, A DISTANCE OF 9.25 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9695

Branch Office  
362 Tumpke Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

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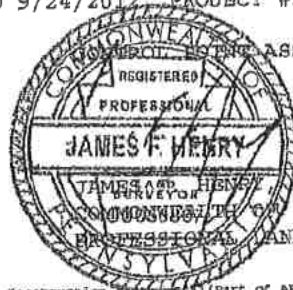
October 3, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

6. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0029.0000, NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 19.21 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,384 SQUARE FEET OR 0.055 ACRE

THIS PROPERTY IS SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION IS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, THE CONGREGATION OF UPPER OCTORARA, SADBURY COMMONS, L.P., ROUTES 10 & 30, SADBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, PROJECT #P07-0560, SHEET 1 OF 1.



10/3/12

JAMES F. HENRY, P.L.S. DATE  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL SURVEYOR # SU05680

BR/BMP: 8:\06\CP08052\DESCRIPTIONS\NETS & BONDS DESCRIPTIONS\15' WIDE Construction Easement (Part of APN #37-003-0019.0000).doc  
Prepared by: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_



# CONTROL POINT ASSOCIATES, INC.

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1600 Manor Drive, Suite 210,  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

October 3, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
15' WIDE CONSTRUCTION EASEMENT #2  
PART OF A.P.N. #37-003-0019.0000  
LANDS NOW OR FORMERLY  
THE CONGREGATION OF UPPER OCTORARA  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA AND A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS, SAID POINT BEING DISTANT SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 415.26 FEET FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL(A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT OF WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0019.0000:

1. SOUTH 46 DEGREES - 59 MINUTES - 03 SECONDS EAST, A DISTANCE OF 11.89 FEET TO A POINT THENCE;
2. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 163.56 FEET TO A POINT THENCE;
3. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0029.0000, SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 15.02 FEET TO A POINT, THENCE;
4. ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0019.0000, NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 157.58 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0019.0000 AND A.P.N. #37-003-0029.0000:

5. NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 7.34 FEET TO A POINT, THENCE;
6. NORTH 06 DEGREES - 20 MINUTES - 15 SECONDS WEST, A DISTANCE OF 15.27 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,446 SQUARE FEET OR 0.056 ACRE

THIS PROPERTY IS SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

Corporate Office  
36 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
362 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



**CONTROL POINT**  
ASSOCIATES, INC.  
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October 3, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

THIS DESCRIPTION IS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, THE CONGREGATION OF UPPER OCTORARA, SADSBUY COMMONS, L.P., ROUTES 10 & 30, SADSBUY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, PROJECT #P07-0560, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.  
PROFESSIONAL  
JAMES F. HENRY  
10/3/12  
DATE  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL LAND SURVEYOR # SU05680

SH/BMP: 0:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\15' WIDE Construction Easement #2 (Part of APN #37-003-0019.0000).doc  
Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

RECORDER OF DEEDS  
CHESTER COUNTY, PA.

Prepared by, and after recording please return to:

2012 NOV -1 PM 2:15

Buckley, Brion, McGuire, Morris & Sommer LLP  
 118 West Market Street, Suite 300  
 West Chester, Pennsylvania 19382  
 Attn: Michael S. Gill, Esquire

U.P.I. No. 37-3-29

### UTILITY EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 24<sup>th</sup> day of October, 2012, by and between **ELI K. STOLTZFUS & MALINDA K. STOLTZFUS**, husband and wife, (collectively "Stoltzfus") and **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership ("Sadsbury Commons").

### BACKGROUND

**WHEREAS**, Stoltzfus owns those certain parcels of real property located within the jurisdictional limits of the Township of Sadsbury (the "Township"), Chester County, Pennsylvania, known to the Board of Assessment of said County (the "Board of Assessment") as Tax Map Parcel No. 37-3-29 and as more fully described by metes and bounds on Exhibit A attached hereto (collectively, the "Stoltzfus Property"); and

**WHEREAS**, Sadsbury Commons owns that certain parcel of real property and improvements located within the jurisdictional limits of the Township and in the vicinity of the Stoltzfus Property, known to the Board of Assessment as Tax Map Parcel No. 37-3-1 and as more fully described by metes and bounds on Exhibit B attached hereto (the "Sadsbury Commons Property"); and

**WHEREAS**, Sadsbury Commons intends to develop the Sadsbury Commons Property and, in conjunction with such development, intends to cause sanitary sewage collection and conveyance infrastructure (collectively, the "Sanitary Sewage Infrastructure") to be installed between the Sadsbury Commons Property and other sanitary sewage infrastructure located in the Township; and

**WHEREAS**, a portion of the Sanitary Sewage Infrastructure will traverse in, on, under and through the Stoltzfus Property; and

**WHEREAS**, on and subject to the terms and conditions set forth in this Agreement, Stoltzfus and Sadsbury Commons reached agreement on the terms, conditions and provisions under which Stoltzfus will permit the Sanitary Sewage Infrastructure to traverse in, on, under and through the Stoltzfus Property, as aforesaid.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein as well as other good and valuable consideration, the receipt and lawful sufficiency of which are hereby acknowledged, and intending to be legally bound, Stoltzfus and Sadsbury Commons agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.
2. **Incorporation of Exhibits.** All Exhibits attached to this Agreement are incorporated herein by reference.
3. **Right to Connect and Utilize.** At any time during the term of the Sewer Utility Easement (as hereinafter defined), Stoltzfus or, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Stoltzfus Property) (and, in any and all instances whatsoever, in accordance with any applicable governmental, quasi-governmental and/or Public Utility (as hereinafter defined) laws, rules, regulations, ordinances and policies) shall have the right to connect to the Sanitary Sewage Infrastructure at a location of their choosing and to utilize the Sanitary Sewage Infrastructure to serve the sewage disposal needs of the Stoltzfus Property. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, as and between them and Sadsbury Commons, Stoltzfus (or, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Stoltzfus Property)) are and shall be solely responsible for any and all amounts, charges, costs, expenses, fees and sums (including, without limitation, tapping fees for EDUs) associated with or in any manner or form related to connection to the Sanitary Sewage Infrastructure.
4. **Payment of Easement Fee.** Upon full execution of this Agreement by Stoltzfus and Sadsbury Commons, Sadsbury Commons paid to Stoltzfus the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (the "Easement Fee"). Stoltzfus, for himself, herself, themselves and, as applicable, their respective heirs, administrators, personal representatives, executors, successors and/or assigns (including, without limitation, any and all tenants and subtenants at the Stoltzfus Property) acknowledge (A) receipt and the lawful sufficiency of the Easement Fee and, (B) in furtherance (and not in limitation) of the rest and remainder of the terms, conditions and provisions of this Agreement, that Sadsbury Commons does not and shall not have any obligation or responsibility whatsoever to pay to Stoltzfus, the Township or any individual or entity whatsoever (including, without limitation, any Public Utility (as that term is defined in the Pennsylvania Public Utility Code, 66 Pa.C.S.A. § 101, *et seq.*)) any additional consideration on account of the Sewer Utility Easement and/or connection of the Stoltzfus Property to the Sanitary Sewage Infrastructure or any tapping or other sewer connection fees whatsoever.
5. **Grant of Sewer Utility Easement.** Stoltzfus, for himself, herself, themselves and his, her and their respective heirs, administrators, personal representatives, executors, successors and assigns, including, without limitation, any and all tenants and subtenants, hereby grants and conveys unto Sadsbury Commons, and Sadsbury Commons hereby accepts from Stoltzfus, a perpetual and exclusive easement (the "Sewer Utility Easement") in, on, under and

through that portion of the Stoltzfus Property more fully depicted in hashmarks on Exhibit C and more fully described by metes and bounds on Exhibit D (each attached hereto) (the "Sewer Utility Line Easement Area") for the purposes of designing, digging, installing, constructing, and/or otherwise facilitating any and all sewer utility lines or methods of conveyance of sanitary sewage effluent and manhole apparatuses, cleanouts and related appurtenances as Sadsbury Commons may, in its sole and absolute discretion, determine to be necessary or desirable in conjunction with the Sanitary Sewage Infrastructure (collectively, the "Sewer Utility Line").

6. **Grant of Construction Easement.** Stoltzfus, for himself, herself, themselves and his, her and their respective heirs, administrators, personal representatives, executors, successors and assigns, including, without limitation, any and all tenants and subtenants, hereby grants and conveys unto Sadsbury Commons, and Sadsbury Commons hereby accepts from Stoltzfus, a temporary (as to initial construction and installation) and permanent, otherwise, and non-exclusive easement (the "Sewer Utility Line Construction Easement") in, on, under and through that portion of the Stoltzfus Property more fully depicted in shading on Exhibit C and more fully described by metes and bounds on Exhibit E attached hereto (the "Sewer Utility Line Construction Easement Area") for the purposes of constructing and installing and replacing, accessing, maintaining, repairing, upgrading, expanding and/or reducing the Sewer Utility Line (collectively, the "Sewer Utility Line Installation Work") and, immediately thereafter, filling the Sewer Utility Line Construction Easement Area to substantially the same grade level and restoring the Sewer Utility Line Construction Easement Area to substantially the same condition that shall exist immediately prior to the Sewer Utility Line Installation Work.

7. **Term of Temporary Easement.** The temporary component of the Sewer Utility Line Construction Easement shall commence on the date of this Agreement and shall terminate upon the earlier to occur of (A) the date that is eighty-four (84) months from the date of this Agreement or (B) the date on which Sadsbury Commons shall provide notice to Stoltzfus (in the manner set forth in this Agreement for the providing of notices) that the Sewer Utility Line Installation Work shall then be completed.

8. **Use of Easement Areas.** Except during temporary times when the Sanitary Sewage Infrastructure (including, without limitation, the Sewer Utility Line) shall be installed, constructed, replaced, maintained, repaired, upgraded or expanded, Stoltzfus shall maintain and enjoy full and unrestricted access to, and use of, the Sewer Utility Line Easement Area and the Sewer Utility Line Construction Easement Area, as applicable, including the right to traverse such areas provided, however, that no such access and/or use shall interfere in any manner or form with the functionality of the Sanitary Sewage Infrastructure (including, without limitation, the Sewer Utility Line) and/or the purpose and intent of this Agreement and the easements and rights granted and established pursuant to this Agreement..

9. **Ownership of Sewer Utility Line; Dedication.** Notwithstanding anything to the contrary set forth in this Agreement, the Sewer Utility Line shall be owned by Sadsbury Commons and not Stoltzfus provided, however, that Sadsbury Commons may, in its sole and absolute discretion, dedicate, assign, grant, alienate, convey or sell to the Township or any other governmental or quasi-governmental agency, authority, board, commission or entity or any Public Utility all or any portion of the Sewer Utility Line and the Sewer Utility Easement (either

together with or separately from any or all of the other easement rights granted and conveyed under and pursuant to this Agreement) and, upon such dedication, assignment, grant, alienation, conveyance or sale, shall be released from any and all duty, responsibility, obligation or liability with regard to this Agreement and/or any of the easements or rights granted and/or declared under or pursuant to this Agreement other than those set forth at Section 3. of this Agreement and Section 4. of this Agreement, respectively.

10. **Costs.** Except as expressly set forth in this Agreement to the contrary, as between Sadsbury Commons and Stoltzfus (and except with regard to costs and expenses arising solely out of or in any manner or form related to the negligence or wrongful acts of the other and/or the other's agents, contractors, subcontractors, tenants, invitees, guests or employees and/or any of his, her, its or their agents, contractors, subcontractors, tenants, invitees, guests or employees) all costs and expenses relating to the exercise of the easements and rights granted and declared hereunder shall be paid by the party incurring such costs. This Section 11. of this Agreement shall survive termination of this Agreement.

11. **Insurance; Indemnity.**

A. **Indemnity.** At all times during the terms of the easements granted and established pursuant to the express terms of this Agreement, Sadsbury Commons shall indemnify, defend and hold harmless Stoltzfus from and against all claims, costs, expenses, damages, liabilities, actions, judgments and demands (including, without limitation, reasonable attorneys fees and court costs) directly arising out of the use, enjoyment or exercise by Sadsbury Commons and/or its employees, agents, contractors, directors, licensees, permittees, customers, tenants, representatives, consultants, servants, invitees and/or anyone acting by, through, under or on behalf of it or any of them (collectively, the "Indemnifying Party") of the Sewer Utility Line Construction Easement in, on, under or through the Sewer Utility Line Construction Easement Area provided, however, that the foregoing obligations shall be limited by, and Sadsbury Commons' liability reduced to, the extent such claims, expenses, damages, liabilities, actions, judgments, claims and demands arise out of, the negligence or willful misconduct of Stoltzfus or any of his, her or their agents, contractors, subcontractors, tenants, subtenants, invitees, guests or employees and/or any of its or their agents, contractors, subcontractors, tenants, subtenants invitees, guests or employees and/or the access and/or use of the Sewer Utility Line Easement Area and the Sewer Utility Line Construction Easement Area by Stoltzfus or any of his, her or their agents, contractors, subcontractors, tenants, subtenants, invitees, guests or employees and/or any of its or their agents, contractors, subcontractors, tenants, subtenants invitees, guests or employees.

B. **Insurance.** At all times during the terms of the easements granted and established pursuant to the express terms of this Agreement, Sadsbury Commons shall maintain one or more policy(ies) of general commercial liability insurance to limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) single limit and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate insuring against claims on account of loss of life, bodily injury or property damage that directly arise out of the use, enjoyment or exercise by Sadsbury Commons and/or its employees, agents, contractors, directors, licensees, permittees, customers, tenants, representatives, consultants, servants, invitees and/or anyone acting by, through, under

or on behalf of it or any of them of the Sewer Utility Line Construction Easement in, on, under or through the Sewer Utility Line Construction Easement Area and shall name Stoltzfus as an additional insured on such policy(ies).

12. **Prior Notice.** Except in the event of an emergency or other imminent threat or death or injury to persons or property, Sadsbury Commons shall provide at least five (5) Business Days' (as hereinafter defined) prior written notice to Stoltzfus before any entry upon the Stoltzfus Property for the purpose of commencing any portion of the Sewer Utility Line Installation Work.

13. **Notices.** Any and all notices required or desired to be given pursuant to this Agreement shall be sent via hand delivery or via first-class mail or via a nationally recognized courier service guaranteeing next Business Day delivery, in any event to the addresses set forth below or such other address(es) as the recipient(s) may designate from time to time:

if to Stoltzfus:

Mr. Eli K. Stoltzfus  
Mrs. Malinda K. Stoltzfus  
1105 Octorara Trail  
Parkesburg, Pennsylvania 19365

if to Sadsbury Commons:

Sadsbury Commons, L.P.  
Two Villanova Center  
795 East Lancaster Avenue, Suite 200  
Villanova, Pennsylvania 19085  
Attn: W. Kent Silvers, Jr.

with a required copy in all instances to:

Buckley, Brion, McGuire, Morris & Sommer LLP  
118 West Market Street  
West Chester, Pennsylvania 19382  
Attn: Michael S. Gill, Esquire

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof as follows: if made by hand delivery then upon such delivery, if made by overnight delivery then on the next Business Day following deposit thereof properly addressed and delivery fees paid with a nationally recognized courier guaranteeing overnight delivery and providing package tracking capability and, if made by first-class mail then on the fifth (5<sup>th</sup>) Business Day following deposit thereof with the United States Postal Service properly addressed and postage prepaid. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania. This Section 13. of this Agreement shall survive termination of this Agreement.

14. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

15. **Covenants Running with Land; Binding Effect.** The easements and rights granted and declared under and pursuant to this Agreement are and shall constitute covenants running with the land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and assigns.

16. **Recording.** This Agreement shall be recorded at Sadsbury Commons' cost and expense in the Office of the Recorder of Deeds in and for Chester County.


17. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all the parties to this Agreement had executed the same counterpart.

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]***

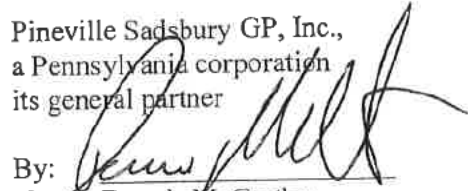
IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

**SADSBURY COMMONS, L.P.,**  
a Pennsylvania limited partnership

By: Provco SC GP, Inc.,  
a Pennsylvania corporation  
its general partner

By:   
Name: Gerald N. Holtz  
Title: President

By: Pineville Sadsbury GP, Inc.,  
a Pennsylvania corporation  
its general partner

By:   
Name: Dennis McCarthy  
Title: Vice-President

  
ELI K. STOLTZFUS

  
MALINDA K. STOLTZFUS



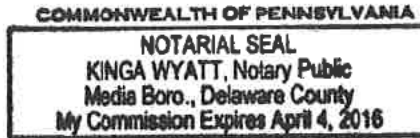
COMMONWEALTH OF PENNSYLVANIA :  
 :  
SS  
COUNTY OF ~~CHESTER~~ Delaware :

On this, the 25<sup>th</sup> day of October, 2012, before me, the undersigned officer, personally appeared **DENNIS McCARTHY**, who acknowledged himself to be the Vice-President of Pineville Sadsbury GP, Inc., a Pennsylvania corporation and a general partner of **SADSBURY COMMONS, L.P.**, a Pennsylvania limited partnership, and that he, as such Vice-President and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

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

  
Notary Public

My Commission Expires:





COMMONWEALTH OF PENNSYLVANIA :

SS

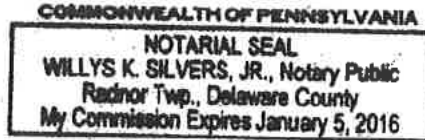
COUNTY OF CHESTER :

On this, the 8<sup>th</sup> day of October, 2012, before me, the undersigned officer, personally appeared **MALINDA K. STOLTZFUS**, an adult individual, known to me or satisfactorily proven, who acknowledged herself to be the individual whose name is subscribed to the foregoing instrument and that she executed the same for the purposes therein contained.

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

  
Notary Public

My Commission Expires:



**EXHIBIT A**

***[INSERT LEGAL DESCRIPTION OF STOLTZFUS PROPERTY]***

# Quit Deed

Made the thirteenth day of November  
Nineteen hundred and seventy-eight (1978)

Between WILLIAM J. MORRIS and ELSIE J. MORRIS, his wife, and  
J. KENNETH MORRIS and LOUISE P. MORRIS, his wife, all of the Township  
of Sadsbury, County of Chester and Commonwealth of Pennsylvania,  
parties of the first part, hereinafter called Grantors,

AND  
ELI K. STOLTZPUS and MALINDA K. STOLTZPUS, husband and wife, of  
the Township of Leacock, County of Lancaster and Commonwealth of  
Pennsylvania, parties of the second part, hereinafter called Grantees,

Witnesseth, That in consideration of Two Hundred Thirty Thousand

(4230,000.00)  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, as tenants by the entireties, their heirs  
and assigns;

All THAT CERTAIN messuage and tract or piece of land situate in  
Sadsbury Township, Chester County, Pennsylvania, bounded and de-  
scribed as follows, to wit:

BEGINNING at a post in line of land now or late of Elizabeth C.  
Thomas and extending thence by the same North eighty-five and three  
fourths (85-3/4) degrees East, one hundred and one-half (100-1/2)  
perches to a point in line of land formerly of Oliver P. Wilson;  
thence by said Oliver P. Wilson's land and  
now Howard J. Bair; and extending thence by said Bair's land and  
land of the Upper Octorara Presbyterian Church, North four and one-  
quarter (4-1/4) degrees West, ninety-nine (99) perches to a chestnut  
stump in line of land formerly of Joseph C. Boyd, now William H.  
MacNeal; thence by said MacNeal's land, South eighty-five (85)  
degrees West, forty-nine and one-half (49-1/2) perches to a stone in  
a public road; thence along said public road, and by land now or late  
of John Y. Latta, South eighty-eight and one-fourth (88-1/4) degrees  
West, fifty-one and four-tenths (51.4) perches to the line of land  
of Matilda Parks; thence by the same, South two (2) degrees East,  
twenty-five (25) perches; thence further by the same and land now or  
late of Harry J. Alexander, South four and one-fourth (4-1/4)  
degrees East, seventy-four and three-tenths (74.3) perches to the  
place of Beginning.

CONTAINING sixty-two (62) acres and eighteen (18) perches, strip  
measure.

BEING the same premises which J. Francis Morris and William J.  
Morris, Executors of the Estate of John A. Morris, deceased, and  
William J. Morris and Elsie J. Morris, his wife, and J. Kenneth  
Morris and Louise P. Morris, his wife, by deed dated November 21,  
1958, and recorded in the Office for the Recording of Deeds in and  
for Chester County, Pennsylvania, in Deed Book R-30, page 218,  
granted and conveyed unto William J. Morris and J. Kenneth Morris,  
their heirs and assigns, as tenants in common - 5411 41

EXCEPTING THEREOUT, ALL THAT CERTAIN triangular parcel or tract of land situate in Sadsbury Township, Chester County, Pennsylvania, bounded on the north by land of William H. McKeel, on the east by land of the Congregation of Upper Octorara and on the southwest by the concrete road leading from the Upper Octorara Presbyterian Church to the Lancaster Turnpike.

CONTAINING about four (4) acres.

BEING the same premises which John A. Morris and Mary J. Morris, his wife, by their deed dated July 18, 1932, and recorded in the Office for Recording of Deeds in and for Chester County, Pa., in Deed Book U-18, Vol. 442, page 425, granted and conveyed unto J. Francis Morris.

MUNICIPAL TRANSFER TAX  
PAID IN AMOUNT OF \$ 2,300.00  
*Charles D. Hart*  
COLL *CC*

CHESTER COUNTY PA  
DEED RECORDS  
1932-1933  
900.00

CHESTER COUNTY PA  
DEED RECORDS  
1932-1933  
900.00

CHESTER COUNTY PA  
DEED RECORDS  
1932-1933  
500.00

B 54114 42

And the said grantors do hereby warrant specially the property hereby conveyed,

In Witness Whereof, the said grantors have hereunto set their hand and seal at the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

*William J. Morris*  
*Elsie J. Morris*  
*J. Kenneth Morris*  
*Louise P. Morris*

William J. Morris  
Elsie J. Morris  
J. Kenneth Morris  
Louise P. Morris

Commonwealth of Pennsylvania

County of LANCASTER

In this, the 15th day of November 1978, before me, a Notary Public,

the undersigned officer, personally appeared William J. Morris and Elsie J. Morris, his wife, and J. Kenneth Morris and Louise P. Morris, his wife, 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 have hereunto set my hand and Notarial seal.

COMMISSION EXPIRES  
Nov. 14, 1978

*Chelmona C. Morris*

Notary Public

I hereby certify that the precise address of the grantors herein is R. D. #1, Box 352, Gordonville, Pa. 17529

*William J. Morris*

Attorney for Grantors

*Shirley D. Hunt*  
RECORDER OF DEEDS

Rec'd in Chester Co. Pa. in  
Book 1354 Page 41 B 54141 43

AAO 3029

**EXHIBIT B**

***[INSERT LEGAL DESCRIPTION OF SADBURY COMMONS PROPERTY]***

## EXHIBIT B



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 120,  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

March 23, 2012  
C206052

METES AND BOUNDS DESCRIPTION  
PROPOSED LOT 2  
PART OF A.P.N. 37-003-0001.0000  
LANDS NOW OR FORMERLY  
SADSBURY COMMONS, L.P.  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. S.R. 10, A.K.A. L.R. 274, 80 FOOT WIDE LEGAL RIGHT-OF-WAY), AND THE TITLE LINE IN THE BED OF HERSHEY LANE (F.K.A. L.R. 274, ABANDONED AS STATE HIGHWAY, 50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTHEASTERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL:

1. NORTH 63 DEGREES - 24 MINUTES - 00 SECONDS WEST, A DISTANCE OF 781.26 FEET TO A POINT OF CURVATURE, THENCE;
2. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 2,398.12 FEET, A CENTRAL ANGLE OF 31 DEGREES - 28 MINUTES - 30 SECONDS, AN ARC LENGTH OF 1,317.39 FEET, A CHORD BEARING NORTH 47 DEGREES - 39 MINUTES - 45 SECONDS WEST AND A CHORD DISTANCE OF 1,300.89 FEET TO A POINT OF CUSP, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 2 AND PROPOSED LOT 1:

3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 92 DEGREES - 45 MINUTES - 50 SECONDS, AN ARC LENGTH OF 105.24 FEET, A CHORD BEARING SOUTH 78 DEGREES - 18 MINUTES - 24 SECONDS EAST AND A CHORD DISTANCE OF 94.11 FEET TO A POINT OF TANGENCY, THENCE;
4. NORTH 55 DEGREES - 18 MINUTES - 41 SECONDS EAST, A DISTANCE OF 155.14 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 551.00 FEET, A CENTRAL ANGLE OF 46 DEGREES - 30 MINUTES - 45 SECONDS, AN ARC LENGTH OF 447.30 FEET, A CHORD BEARING NORTH 31 DEGREES - 53 MINUTES - 32 SECONDS EAST AND A CHORD DISTANCE OF 435.12 FEET TO A POINT OF NON-TANGENCY, THENCE;
6. NORTH 46 DEGREES - 08 MINUTES - 11 SECONDS WEST, A DISTANCE OF 28.47 FEET TO A POINT, THENCE;
7. NORTH 77 DEGREES - 36 MINUTES - 32 SECONDS WEST, A DISTANCE OF 231.58 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



March 23, 2012  
 CP08052  
 Sadsbury Twp., Chester Co., PA  
 Page 2

8. NORTH 07 DEGREES - 52 MINUTES - 19 SECONDS WEST, A DISTANCE OF 35.69 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN APN #37-003-0001.0000, LANDS NOW OR FORMERLY SADBURY COMMONS, L.P., AND APN #37-01-0047.000, LANDS NOW OR FORMERLY HERSHEY:

9. NORTH 82 DEGREES - 07 MINUTES - 41 SECONDS EAST, A DISTANCE OF 128.42 FEET TO A CONCRETE MONUMENT, THENCE;
10. NORTH 22 DEGREES - 55 MINUTES - 08 SECONDS EAST, A DISTANCE OF 285.89 FEET TO A CONCRETE MONUMENT, THENCE;
11. NORTH 07 DEGREES - 30 MINUTES - 06 SECONDS WEST, A DISTANCE OF 490.83 FEET TO A POINT ON THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30 (A.K.A. LINCOLN HIGHWAY, A.K.A. L.R. 142, VARIABLE WIDTH LEGAL RIGHT-OF-WAY), THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE SOUTHWESTERLY LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30:

12. SOUTH 83 DEGREES - 45 MINUTES - 53 SECONDS EAST, A DISTANCE OF 317.93 FEET TO A POINT, THENCE;
13. SOUTH 83 DEGREES - 39 MINUTES - 29 SECONDS EAST, A DISTANCE OF 319.22 FEET TO A POINT, THENCE;
14. SOUTH 06 DEGREES - 20 MINUTES - 31 SECONDS WEST, A DISTANCE OF 13.00 FEET TO A POINT, THENCE;
15. SOUTH 83 DEGREES - 39 MINUTES - 29 SECONDS EAST, A DISTANCE OF 99.99 FEET TO A POINT OF CURVATURE, THENCE;
16. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1,861.80 FEET, A CENTRAL ANGLE OF 09 DEGREES - 19 MINUTES - 04 SECONDS, AN ARC LENGTH OF 302.78 FEET, A CHORD BEARING SOUTH 78 DEGREES - 59 MINUTES - 57 SECONDS EAST AND A CHORD DISTANCE OF 302.44 FEET TO AN IRON PIN ON THE TITLE LINE IN THE BED OF HERSHEY LANE, THENCE;
17. ALONG THE TITLE LINE IN THE BED OF HERSHEY LANE, SOUTH 06 DEGREES - 12 MINUTES - 35 SECONDS EAST, A DISTANCE OF 2,399.54 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,511,327 SQUARE FEET OR 57.652 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.



March 23, 2012  
CP08052  
Sadsbury Twp., Chester Co., PA  
Page 2

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL SUBDIVISION/LAND DEVELOPMENT PLANS FOR SADSBUY COMMONS, L.P., PROPOSED MEDICAL OFFICE DEVELOPMENT, ROUTE 10 & 20, SADSBUY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, SUBDIVISION PLAN", PREPARED BY BOHLER ENGINEERING, INC., PROJECT NO. P07-0560, DATED 3/17/2010, LAST REVISED 2/17/2012.



CONTROL POINT ASSOCIATES, INC.

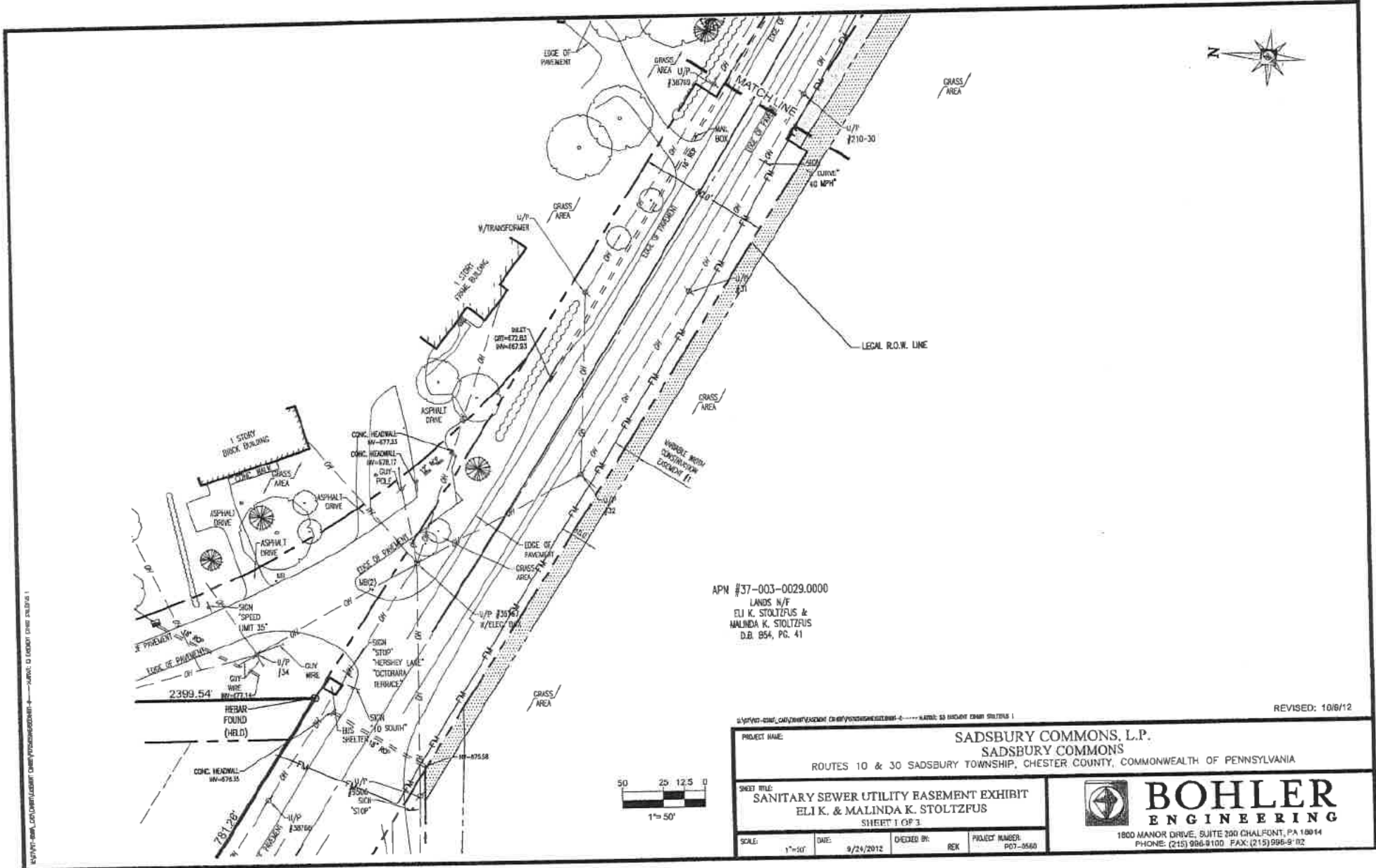
*[Handwritten Signature]*  
3/23/12  
JAMES F. HENRY, P.L.S. DATE  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL LAND SURVEYOR # SU05680

JAN\SMF S:\08\CP08052\DESCRIPTIONS\NETS & BOUNDS DESCRIPTIONS\PROPOSED LOT 2(Part of A.P.N. 27-003-0001.000).doc

Prepared by: SMF  
Reviewed by: SR

EXHIBIT C


*[INSERT EASEMENT PLAN WITH SEWER UTILITY LINE EASEMENT AREA SHOWN  
IN HASHMARKS AND SEWER UTILITY LINE CONSTRUCTION EASEMENT AREA  
SHOWN IN SHADING]*



APN #37-003-0029.0000  
 LANDS N/P  
 ELI K. STOLTZFUS &  
 MALINDA K. STOLTZFUS  
 D.B. 854, PG. 41

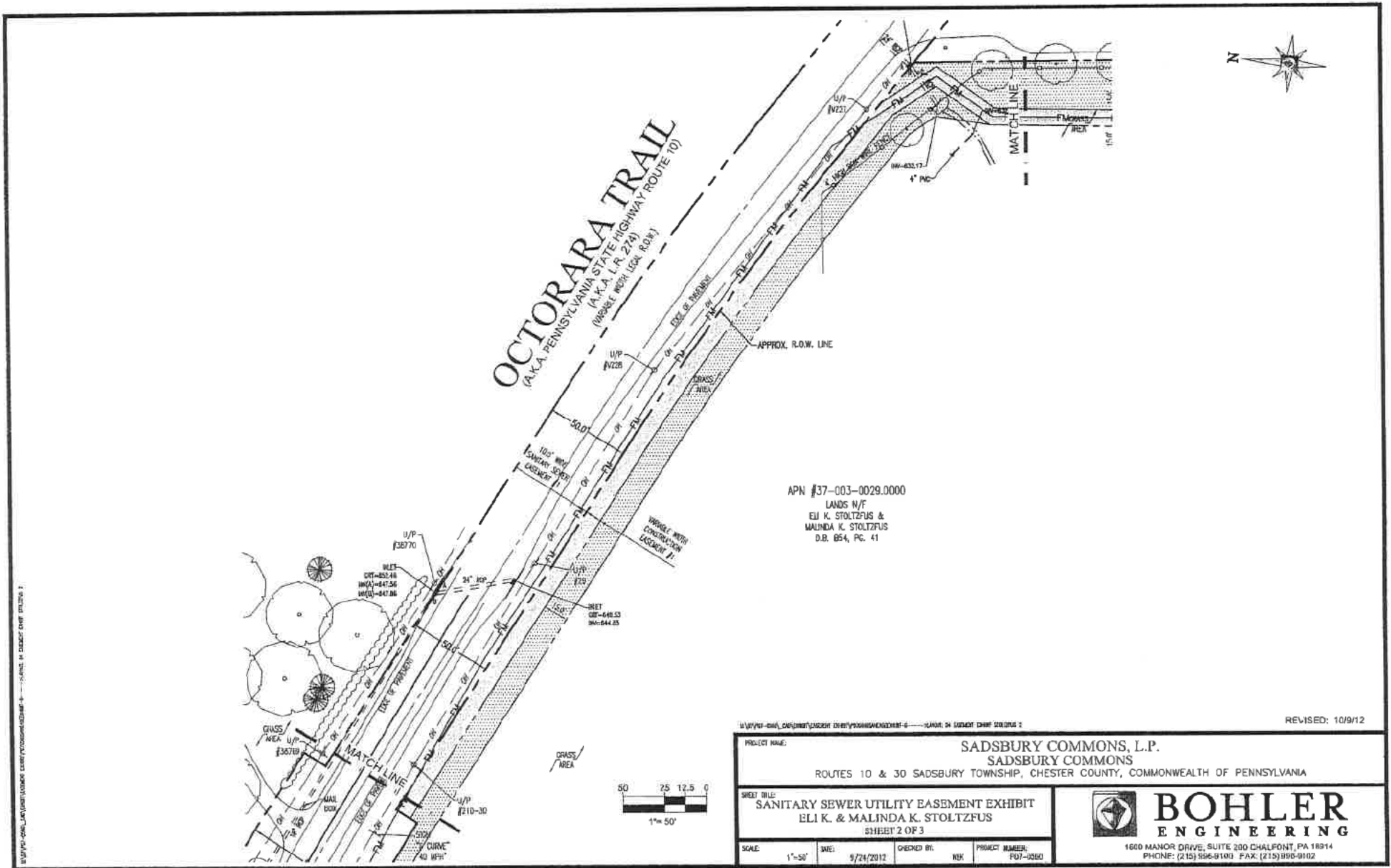
REVISED: 10/6/12

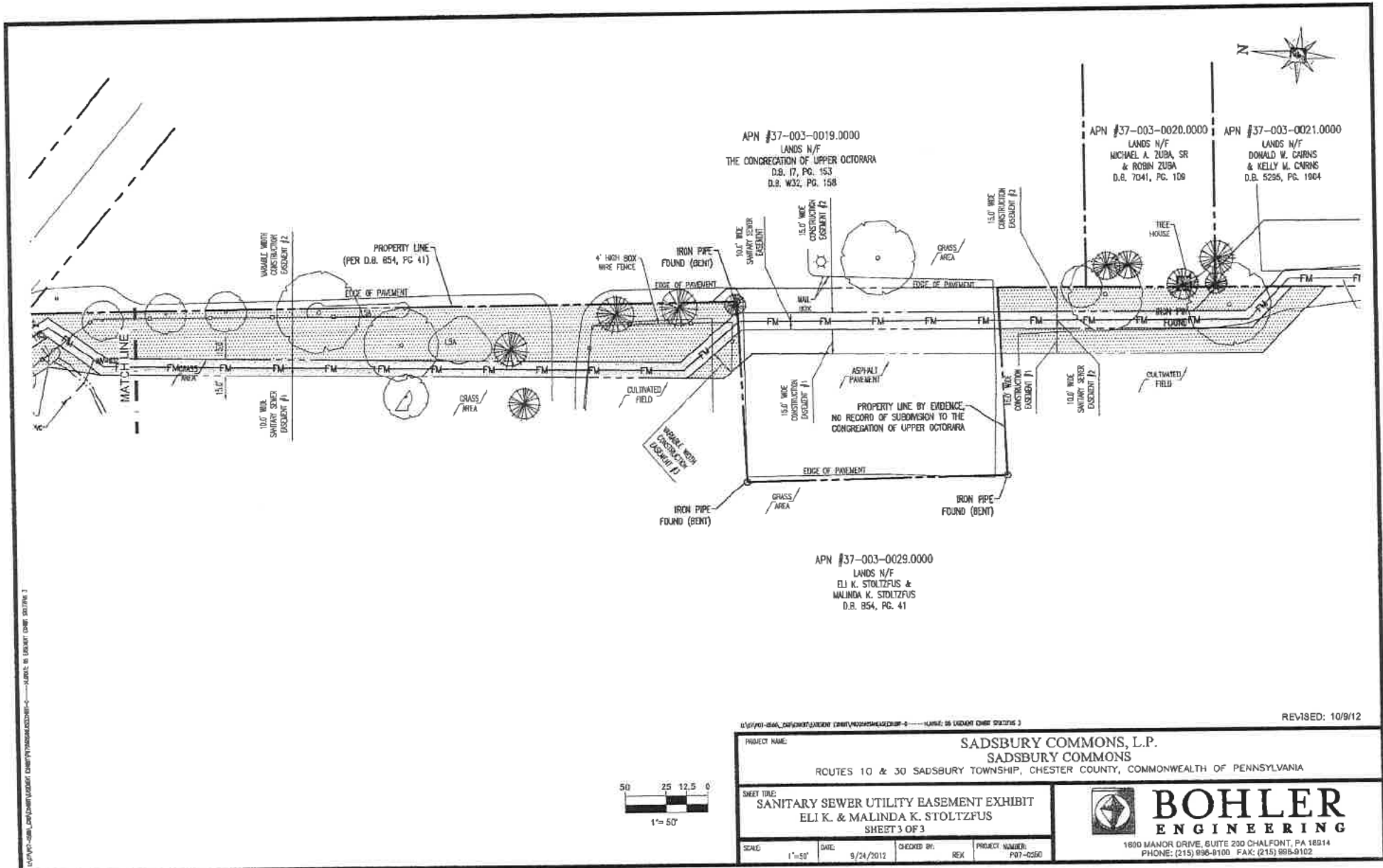
PROJECT NAME:		<b>SADSBURY COMMONS, L.P.</b> SADSBURY COMMONS		
		ROUTES 10 & 30 SADSBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA		
SHEET TITLE:		<b>SANITARY SEWER UTILITY EASEMENT EXHIBIT</b> ELI K. & MALINDA K. STOLTZFUS SHEET 1 OF 3		
SCALE:	DATE:	DRAWN BY:	PROJECT NUMBER:	
1"=50'	9/24/2012	REK	PO3-0560	



**BOHLER**  
ENGINEERING

1800 MANOR DRIVE, SUITE 200 CHALFONT, PA 18014  
 PHONE: (215) 986-9100 FAX: (215) 986-9102





REVISED: 10/9/12

PROJECT NAME: **SADSBURY COMMONS, L.P.**  
**SADSBURY COMMONS**  
 RCUTES 10 & 30 SADSBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA

SHEET TITLE: **SANITARY SEWER UTILITY EASEMENT EXHIBIT**  
**ELI K. & MALINDA K. STOLTZFUS**  
 SHEET 3 OF 3

SCALES: 1"=50'    DATE: 8/24/2012    CHECKED BY: REX    PROJECT NUMBER: P07-0260

**BOHLER ENGINEERING**  
 1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914  
 PHONE: (215) 936-9100 FAX: (215) 936-9102

**EXHIBIT D**

***[INSERT LEGAL DESCRIPTION OF SEWER UTILITY LINE EASEMENT AREA]***



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 210  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

October 2, 2012  
Revised October 10, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
10' WIDE SANITARY SEWER EASEMENT #1  
PART OF APN #37-003-0029.0000  
LANDS NOW OR FORMERLY  
ELI K. & MALINDA K. STOLTZFUS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING DISTANT THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF OCTORARA TRAIL AND THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF LEIKE ROAD (40 FOOT WIDE LEGAL RIGHT-OF-WAY):

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL:

- A. SOUTH 63 DEGREES - 24 MINUTES - 00 SECONDS EAST, A DISTANCE OF 447.98 FEET TO A POINT, THENCE;
- B. NORTH 26 DEGREES - 36 MINUTES - 00 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
- 1. ALONG THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL, NORTH 26 DEGREES - 36 MINUTES - 00 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL:

- 2. SOUTH 63 DEGREES - 24 MINUTES - 00 SECONDS EAST, A DISTANCE OF 254.80 FEET TO A POINT OF CURVATURE, THENCE;
- 3. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1884.86 FEET, A CENTRAL ANGLE OF 06 DEGREES - 44 MINUTES - 42 SECONDS, AN ARC LENGTH OF 221.89 FEET, A CHORD BEARING SOUTH 60 DEGREES - 01 MINUTES - 39 SECONDS EAST AND A CHORD DISTANCE OF 221.76 FEET TO A POINT, THENCE;
- 4. SOUTH 56 DEGREES - 39 MINUTES - 18 SECONDS EAST, A DISTANCE OF 42.55 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.688.0099 fax: 908.688.9595

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS:

5. SOUTH 39 DEGREES - 21 MINUTES - 32 SECONDS EAST, A DISTANCE OF 40.37 FEET TO A POINT, THENCE;
6. SOUTH 30 DEGREES - 15 MINUTES - 40 SECONDS WEST, A DISTANCE OF 43.61 FEET TO A POINT, THENCE;
7. SOUTH 04 DEGREES - 57 MINUTES - 15 SECONDS EAST, A DISTANCE OF 346.95 FEET TO A POINT, THENCE;
8. SOUTH 46 DEGREES - 59 MINUTES - 03 SECONDS EAST, A DISTANCE OF 45.16 FEET TO A POINT, THENCE;
9. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 1.03 FEET TO A POINT, THENCE;
10. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA, SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 11.94 FEET TO A POINT, THENCE;

THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000:

11. NORTH 46 DEGREES - 59 MINUTES - 03 SECONDS WEST, A DISTANCE OF 42.31 FEET TO A POINT, THENCE;
12. NORTH 04 DEGREES - 57 MINUTES - 15 SECONDS WEST, A DISTANCE OF 353.97 FEET TO A POINT, THENCE;
13. NORTH 30 DEGREES - 15 MINUTES - 40 SECONDS EAST, A DISTANCE OF 39.83 FEET TO A POINT, THENCE;
14. NORTH 39 DEGREES - 21 MINUTES - 32 SECONDS WEST, A DISTANCE OF 31.89 FEET TO A POINT, THENCE;
15. NORTH 56 DEGREES - 39 MINUTES - 18 SECONDS WEST, A DISTANCE OF 41.03 FEET TO A POINT OF CURVATURE, THENCE;
16. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 1,874.86 FEET, A CENTRAL ANGLE OF 06 DEGREES - 44 MINUTES - 42 SECONDS, AN ARC LENGTH OF 220.71 FEET, A CHORD BEARING NORTH 60 DEGREES - 01 MINUTES - 39 SECONDS WEST AND A CHORD DISTANCE OF 220.58 FEET TO A POINT, THENCE;
17. NORTH 63 DEGREES - 24 MINUTES - 00 SECONDS WEST, A DISTANCE OF 254.80 FEET TO THE POINT AND PLACE OF BEGINNING.

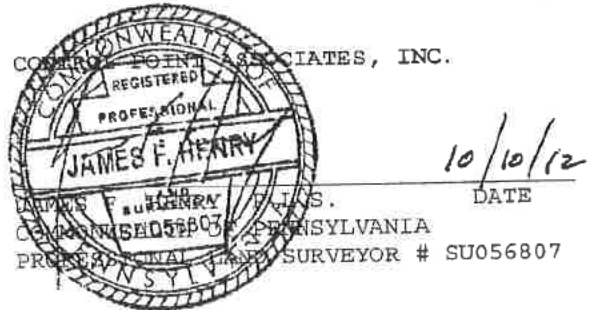
CONTAINING 9,905 SQUARE FEET OR 0.227 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.



October 2, 2012  
Revised October 10, 2012  
CPO8052  
Sadsbury Township, Chester Co., PA  
Page 3

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, ELI K. & MELINDA K. STOLTZFUS, SADSBUY COMMON, L.P., ROUTES 10 & 30, SADSBUY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, LAST REVISED 10/9/2012, PROJECT #P07-0560, SHEETS 1-3 OF 3.



SH/SMF: S:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\10' Wide Sanitary Sewer Easement #1(Part of APN #37-003-0029.0000).doc

PREPARED BY: \_\_\_\_\_  
REVIEWED BY: \_\_\_\_\_



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 210,  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

October 2, 2012  
Revised October 10, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
10' WIDE SANITARY SEWER EASEMENT #2  
PART OF A.P.N. #37-003-0029.0000  
LANDS NOW OR FORMERLY  
ELI K. & MALINDA K. STOLTZFUS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS AND A.P.N. 37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA, SAID POINT BEING DISTANT THE FOLLOWING FOUR (4) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY):

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
  - B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 110.17 FEET TO A POINT, THENCE;
  - C. SOUTH 07 DEGREES - 00 MINUTES - 31 SECONDS EAST, A DISTANCE OF 157.45 FEET TO A POINT, THENCE;
  - D. NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 88.99 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
1. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 10.01 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCE ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000:

- 2. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 148.36 FEET TO A POINT, THENCE;
- 3. SOUTH 51 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 20.99 FEET TO A POINT, THENCE;



October 2, 2012  
Revised October 10, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

- 4. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRN, SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 14.00 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000:

- 5. NORTH 51 DEGREES - 13 MINUTES - 29 SECONDS WEST, A DISTANCE OF 34.99 FEET TO A POINT, THENCE;
- 6. NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 152.09 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,782 SQUARE FEET OR 0.041 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, ELI K. & MELINDA K. STOLTZFUS, SADBURY COMMON, L.P., ROUTES 10 & 30, SADBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, LAST REVISED 10/9/2012, PROJECT #P07-0560, SHEETS 1-3 OF 3.

CONTROL POINT ASSOCIATES, INC.



10/10/12

JAMES F. HENRY, P.L.S.  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL SURVEYOR # SU05680

DATE

SH/SMF: S:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\10' WIDE Sanitary Sewer Easement #2(Part of APN #37-003-0029.0000).doc

Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

EXHIBIT E

*[INSERT LEGAL DESCRIPTION OF  
SEWER UTILITY LINE CONSTRUCTION EASEMENT AREA]*



# CONTROL POINT ASSOCIATES, INC.

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New Britain Corporate Center  
1600 Manor Drive, Suite 210,  
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October 2, 2012  
Revised October 10, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
VARIABLE WIDTH CONSTRUCTION EASEMENT #1  
PART OF A.P.N. #37-003-0029.0000  
LANDS NOW OR FORMERLY  
ELI K. & MALINDA K. STOLTZFUS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY), AND THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF LEIKE ROAD (40 FOOT WIDE LEGAL RIGHT-OF-WAY) AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF OCTORARA TRAIL:

1. SOUTH 63 DEGREES - 24 MINUTES - 00 SECONDS EAST, A DISTANCE OF 447.98 FEET TO A POINT, THENCE;
2. NORTH 26 DEGREES - 36 MINUTES - 00 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT, THENCE;

THE FOLLOWING TEN (10) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS:

3. SOUTH 63 DEGREES - 24 MINUTES - 00 SECONDS EAST, A DISTANCE OF 254.80 FEET TO A POINT OF CURVATURE, THENCE;
4. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1874.86 FEET, A CENTRAL ANGLE OF 06 DEGREES - 44 MINUTES - 42 SECONDS, AN ARC LENGTH OF 220.71 FEET, A CHORD BEARING SOUTH 60 DEGREES - 01 MINUTES - 39 SECONDS EAST AND A CHORD DISTANCE OF 220.58 FEET TO A POINT, THENCE;
5. SOUTH 56 DEGREES - 39 MINUTES - 18 SECONDS EAST, A DISTANCE OF 41.03 FEET TO A POINT, THENCE;
6. SOUTH 39 DEGREES - 21 MINUTES - 32 SECONDS EAST, A DISTANCE OF 31.89 FEET TO A POINT, THENCE;
7. SOUTH 30 DEGREES - 15 MINUTES - 40 SECONDS WEST, A DISTANCE OF 39.83 FEET TO A POINT, THENCE;
8. NORTH 03 DEGREES - 13 MINUTES - 48 SECONDS EAST, A DISTANCE OF 33.01 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



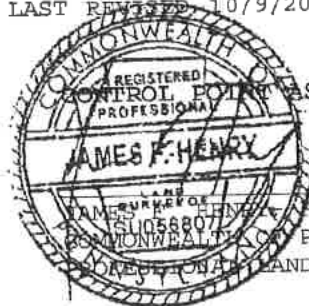
October 2, 2012  
Revised October 10, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

- 9. NORTH 39 DEGREES - 21 MINUTES - 32 SECONDS WEST, A DISTANCE OF 19.18 FEET TO A POINT, THENCE;
- 10. NORTH 56 DEGREES - 39 MINUTES - 18 SECONDS WEST, A DISTANCE OF 38.75 FEET TO A POINT OF CURVATURE, THENCE;
- 11. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 1859.86 FEET, A CENTRAL ANGLE OF 06 DEGREES - 44 MINUTES - 42 SECONDS, AN ARC LENGTH OF 218.94 FEET, A CHORD BEARING NORTH 60 DEGREES - 01 MINUTES - 39 SECONDS WEST AND A CHORD DISTANCE OF 218.82 FEET TO A POINT, THENCE;
- 12. NORTH 63 DEGREES - 24 MINUTES - 00 SECONDS WEST, A DISTANCE OF 718.83 FEET TO A POINT ON THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF LEIKE ROAD, THENCE;
- 13. ALONG THE SOUTHERLY LEGAL RIGHT-OF-WAY LINE OF LEIKE ROAD, NORTH 84 DEGREES - 39 MINUTES - 48 SECONDS EAST, A DISTANCE OF 18.90 FEET THE POINT AND PLACE OF BEGINNING.

CONTAINING 12,960 SQUARE FEET OR 0.298 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, ELI K. & MELINDA K. STOLTZFUS, SADBURY COMMONS, L.P., ROUTES 10 & 30, SADBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, LAST REVISED 10/9/2012, PROJECT #P07-0560, SHEETS 1-3 OF 3.



CONTROL POINT ASSOCIATES, INC.

10/10/12

JAMES F. HENRY, P.L.S. DATE  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL LAND SURVEYOR # SU05680

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Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_



# CONTROL POINT ASSOCIATES, INC.

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New Britain Corporate Center  
1600 Manor Drive, Suite 210,  
Chalfont, PA 18914  
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Fax. 215.712.9802  
www.cpasurvey.com

October 2, 2012  
Revised October 10, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
VARIABLE WIDTH CONSTRUCTION EASEMENT #2  
PART OF A.P.N. #37-003-0029.0000  
LANDS NOW OR FORMERLY  
ELI K. & MALINDA K. STOLTZFUS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH RIGHT-OF-WAY), AT THE INTERSECTION OF THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS AND A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000:

1. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
2. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 7.34 FEET TO A POINT, THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000:

3. NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 1.03 FEET TO A POINT, THENCE;
4. NORTH 46 DEGREES - 59 MINUTES - 03 SECONDS WEST, A DISTANCE OF 45.16 FEET TO A POINT, THENCE;
5. NORTH 04 DEGREES - 57 MINUTES - 15 SECONDS WEST, A DISTANCE OF 346.95 FEET TO A POINT, THENCE;
6. NORTH 30 DEGREES - 15 MINUTES - 40 SECONDS EAST, A DISTANCE OF 43.61 FEET TO A POINT, THENCE;
7. NORTH 39 DEGREES - 21 MINUTES - 32 SECONDS WEST, A DISTANCE OF 40.37 FEET TO A POINT ON THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL, THENCE;
8. ALONG THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL, SOUTH 56 DEGREES - 39 MINUTES - 18 SECONDS EAST, A DISTANCE OF 31.65 FEET TO THE POINT AND PLACE OF BEGINNING.

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



October 2, 2012  
Revised October 10, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

CONTAINING 12,796 SQUARE FEET OR 0.294 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, ELI K. & MELINDA K. STOLTZFUS, SADSBUY COMMONS, L.P., ROUTES 10 & 30, SADSBUY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, LAST REVISED 10/9/2012, PROJECT #P07-0560, SHEETS 1-3 OF 3.

CONTROL POINT ASSOCIATES, INC.  
 REGISTERED  
 PROFESSIONAL  
**JAMES F. HENRY**  
 JAMES F. HENRY, P.L.S.  
 COMMONWEALTH OF PENNSYLVANIA  
 PROFESSIONAL SURVEYOR # SU05680

10/10/12  
DATE

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Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 210,  
Chalfont, PA 18914  
Tel. 215.712.9800  
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OCTOBER 10, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
VARIABLE WIDTH CONSTRUCTION EASEMENT #3  
PART OF A.P.N. #37-003-0029.0000  
LANDS NOW OR FORMERLY  
ELI K. & MALINDA K. STOLTZFUS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS AND A.P.N. #37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA, SAID POINT BEING DISTANT THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY) :

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
- B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 19.28 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
- 1. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 19.21 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000:

- 2. NORTH 46 DEGREES - 59 MINUTES - 03 SECONDS WEST, A DISTANCE OF 13.67 FEET TO A POINT, THENCE;
- 3. NORTH 04 DEGREES - 57 MINUTES - 15 SECONDS WEST, A DISTANCE OF 22.40 FEET TO A POINT, THENCE;
- 4. SOUTH 46 DEGREES - 59 MINUTES - 03 SECONDS EAST, A DISTANCE OF 42.31 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 420 SQUARE FEET OR 0.010 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

October 10, 2012

CP08052

Sadsbury Township, Chester Co., PA

Page 2



THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY BASEMENT EXHIBIT, ELI K. & MELINDA K. STOLTZFUS, SADSBUARY COMMONS, L.P., ROUTES 10 & 30, SADSBUARY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, LAST REVISED 10/9/2012, PROJECT #P07-0560, SHEETS 1-3 OF 3.

CONTROL POINT ASSOCIATES, INC.



10/10/12

DATE

JAMES HENRY, P.L.S.

COMMONWEALTH OF PENNSYLVANIA  
REGISTERED PROFESSIONAL SURVEYOR # SU05680

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Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_



# CONTROL POINT ASSOCIATES, INC.

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October 2, 2012  
Revised October 10, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
15' WIDE CONSTRUCTION EASEMENT #1  
PART OF A.P.N. #37-003-0029.0000  
LANDS NOW OR FORMERLY  
ELI K. & MALINDA K. STOLTZFUS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS AND A.P.N. 37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA, SAID POINT BEING DISTANT THE FOLLOWING FOUR (4) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY):

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. 37-003-0029.0000 AND A.P.N. #37-003-0019.0000:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
  - B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 110.17 FEET TO A POINT, THENCE;
  - C. SOUTH 07 DEGREES - 00 MINUTES - 31 SECONDS EAST, A DISTANCE OF 157.45 FEET TO A POINT, THENCE;
  - D. NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 73.98 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
1. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 15.02 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000:

- 2. SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 152.09 FEET TO A POINT, THENCE;
- 3. SOUTH 51 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 34.99 FEET TO A POINT, THENCE;

Corporate Office  
36 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



October 2, 2012  
Revised October 10, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

- 4. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS, SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 20.99 FEET TO A POINT, THENCE;

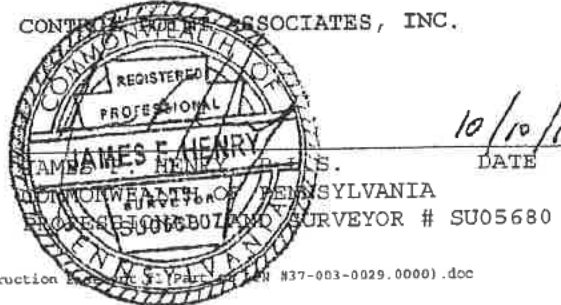
THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000:

- 5. NORTH 51 DEGREES - 13 MINUTES - 29 SECONDS WEST, A DISTANCE OF 55.98 FEET TO A POINT, THENCE;
- 6. NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 157.69 FEET TO A THE POINT AND PLACE OF BEGINNING.

CONTAINING 3,006 SQUARE FEET OR 0.069 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, ELI K. & MELINDA K. STOLTZFUS, SADSBUARY COMMON, L.P., ROUTES 10 & 30, SADSBUARY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, LAST REVISED 10/9/2012, PROJECT #P07-0560, SHEETS 1-3 OF 3.



SH/SMP: S:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\15' WIDE Construction Easement (Pa. 15' WIDE) (A.P.N. #37-003-0029.0000).doc

Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 210,  
Chalfont, PA 18914  
Tel. 215.712.9800  
Fax. 215.712.9802  
www.cpasurvey.com

October 2, 2012  
Revised October 10, 2012  
CP08052

METES AND BOUNDS DESCRIPTION  
15' WIDE CONSTRUCTION EASEMENT #2  
PART OF A.P.N. #37-003-0029.0000  
LANDS NOW OR FORMERLY  
ELI K. & MALINDA K. STOLTZFUS  
SADSBURY TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000, LANDS NOW OR FORMERLY STOLTZFUS AND A.P.N. 37-003-0019.0000, LANDS NOW OR FORMERLY THE CONGREGATION OF UPPER OCTORARA, SAID POINT BEING DISTANT THE FOLLOWING FOUR (4) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHERLY APPROXIMATE RIGHT-OF-WAY LINE OF OCTORARA TRAIL (A.K.A. PENNSYLVANIA STATE HIGHWAY ROUTE 10, A.K.A. L.R. 274, VARIABLE WIDTH LEGAL RIGHT-OF-WAY):

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000:

- A. SOUTH 06 DEGREES - 20 MINUTES - 15 SECONDS EAST, A DISTANCE OF 430.53 FEET TO A POINT, THENCE;
  - B. SOUTH 81 DEGREES - 40 MINUTES - 27 SECONDS WEST, A DISTANCE OF 110.17 FEET TO A POINT, THENCE;
  - C. SOUTH 07 DEGREES - 00 MINUTES - 31 SECONDS EAST, A DISTANCE OF 157.45 FEET TO A POINT, THENCE;
  - D. NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 99.00 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
1. ALONG THE DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000 AND A.P.N. #37-003-0019.0000, NORTH 81 DEGREES - 40 MINUTES - 27 SECONDS EAST, A DISTANCE OF 15.02 FEET TO A POINT, THENCE;
  2. ALONG THE COMMON DIVIDING LINE BETWEEN A.P.N. #37-003-0029.0000; A.P.N. #37-003-0019.0000; A.P.N. #37-003-0020.0000, LANDS NOW OR FORMERLY ZUBA, AND A.P.N. #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS, SOUTH 05 DEGREES - 37 MINUTES - 13 SECONDS EAST, A DISTANCE OF 163.75 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH A.P.N. #37-003-0029.0000:

3. NORTH 51 DEGREES - 13 MINUTES - 29 SECONDS WEST, A DISTANCE OF 20.99 FEET TO A POINT, THENCE;

Corporate Office  
35 Technology Drive, Warren, NJ 07059  
tel: 908.668.0099 fax: 908.668.9595

Branch Office  
352 Turnpike Road, Suite 201, Southborough, MA 01772  
tel: 508.948.3000 fax: 508.948.3003



October 2, 2012  
Revised October 10, 2012  
CP08052  
Sadsbury Township, Chester Co., PA  
Page 2

4. NORTH 05 DEGREES - 37 MINUTES - 13 SECONDS WEST, A DISTANCE OF 148.36 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,341 SQUARE FEET OR 0.054 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON AN EXHIBIT ENTITLED "SANITARY SEWER UTILITY EASEMENT EXHIBIT, ELI K. & MELINDA K. STOLTZFUS, SADBURY COMMON, L.P., ROUTES 10 & 30, SADBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY BOHLER ENGINEERING, INC., DATED 9/24/2012, LAST REVISED 10/9/2012, PROJECT #P07-0560, SHEETS 1-3 OF 3.

CONTROL POINT ASSOCIATES, INC.  
REGISTERED PROFESSIONAL  
JAMES F. HENRY  
LAND SURVEYOR  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL LAND SURVEYOR # SU05680

10/10/12  
DATE

SH/SMF S:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\15' WIDE Construction Easement #2(Part of APN #37-003-0029.0000).doc

Prepared by \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

Chester County County  
 Jack Loughery Recorder of Deeds,  
 Recorder  
 313 W. Market Street  
 Ste. 3302  
 West Chester, PA 19382

Receipt: 18-36554

Product	Name	Extended
ESA	Easement (MSA)	\$112.75
	Document #	11638829
	Book/Page:	B: 9842 P: 48
	Requested By:	LAMB MCERLANE
	# Pages	20
	# of Map Pages	0
	#NTA	1
	# of eReturns	0
	Total Pages - Easement	\$45.00
	UPI - \$15	\$15.00
	CO REC FUND	\$2.00
	RE REC FUND	\$3.00
	WRIT TAX	\$0.50
	AOPACCOUNT-29	\$40.25
	Tech Fee - Cap	\$3.00
	Tech Fee - GF	\$2.00
	Total NTA Numbers - \$2	\$2.00
<b>Total</b>		<b>\$112.75</b>
Tender (Recording Check)		\$112.75
Check #	21484	
Paid By	LAMB MCERLANE	

Thank You!

11/9/18 12:58 PM sgayser

RECORDER OF DEEDS  
CHESTER COUNTY, PA

2018 NOV -9 PM 12: 59

**RETURN TO:**

Vincent M. Pompo, Esquire  
LAMB MCERLANE PC  
24 E. Market Street  
P.O. Box 565  
West Chester, PA 19381-0565

BEING UPI No. 37-3-23

**SANITARY SEWER AND TEMPORARY CONSTRUCTION AND ACCESS  
EASEMENT AGREEMENT**

**SADSBURY TOWNSHIP**  
"Township"

AND

**SADSBURY CROSSING HOMEOWNERS ASSOCIATION**  
"HOA"

**SANITARY SEWER AND TEMPORARY CONSTRUCTION  
AND ACCESS EASEMENT AGREEMENT**

This **SANITARY SEWER AND TEMPORARY CONSTRUCTION AND EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 2 day of November, 2018, by and between **SADSBURY TOWNSHIP**, a township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address at 2920 Lincoln Highway, Sadsburyville, Pennsylvania 19369 (the "Township"), and **SADSBURY CROSSING HOMEOWNERS ASSOCIATION**, a Pennsylvania non-profit, non-stock corporation with its business address at 509 Dakota Drive, Red Lion, Pennsylvania 17356 (the "HOA").

A. The HOA owns a tract of land *situate* within the jurisdictional limits of the Township, as acquired by deed dated September 23, 2003, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania (the "Recorder's Office") on October 10, 2003, in Book 5932, page 2207, which such property is known to the Board of Assessment of said County as Tax Map Parcel No. 37-3-23 (the "HOA Property").

B. The Township owns and operates a municipal sewer system within the Township (the "Sewer System"), and intends to install a sanitary sewer line in, on, under, and through the HOA Property (the "Force Main") for the benefit of the Township and commercial and residential property owners and residents within the Township.

C. In connection with the construction of the Force Main, the Township requested from the HOA a twenty foot (20') wide permanent and exclusive sanitary sewer easement in, on, over, under, and through that portion of the HOA Property more particularly described in the legal description attached hereto as Exhibit A and more particularly depicted on the Plan attached hereto as Exhibit B (the "Permanent Easement Area") for the purposes of the design, construction, installation, maintenance, repair, and replacement of the Force Main and associated improvements (the "Permanent Easement").

D. In connection with the construction of the Force Main, the Township requested from the HOA two (2) temporary and exclusive ten foot (10') wide easements in, on, over, under, and through those portions of the HOA Property more particularly described in the legal descriptions attached hereto as Exhibit C and Exhibit D, respectively, and more particularly depicted in the Plan attached hereto as Exhibit B (the "Temporary Easement Areas") for the purposes of the design, construction, and installation of the Force Main and associated improvements (the "Temporary Easements").

E. The HOA desires to grant the Permanent Easement and the Temporary Easements, subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth in this Agreement, other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Township and the HOA agree as follows:

1. The recital paragraphs A-E are hereby incorporated by reference herein as if they were set forth within the body of this Agreement.

2. Upon full execution of this Agreement by the HOA and the Township, the Township shall remit to the HOA the sum of Eight Thousand Eight Hundred Thirty-Seven and 00/100 Dollars (\$8,837.00) (the "Easement Fee"). The HOA, for itself and its successors and assigns hereby acknowledges (A) receipt and the legal sufficiency of the Easement Fee and, (B) that neither the HOA nor its successors or assigns shall or will at any time hereafter ask, demand, recover, or receive of or from the Township, or its successors or assigns, any sum or sums of money other than the Easement Fee as and for any damages associated with, or by reason of the design, construction, installation, maintenance, repair, and replacement of, the Force Main and associated improvements. In furtherance, and not in limitation, of the foregoing, at such time that it shall complete construction and installation of the Force Main in the first instance, the party causing such work shall also cause to be removed from the Permanent Easement Area and the Temporary Easement Areas all dead and dying vegetation located thereon as of the date such work commences.

3. The HOA hereby grants and conveys unto the Township, and the Township hereby accepts from the HOA, the Permanent Easement for the following purposes:

A. to permit for the installation and construction of sewer pipelines and their accessories consisting of, *inter alia*, underground pipes, conduits, man-holes, drains, valves, boxes, markers, mains, service, manholes' connections, equipment, fences, driveways, and other appurtenances for purposes of transporting sanitary sewage (collectively, the "Sewer Improvements");

B. to permit reasonable ingress, egress and regress of persons, motor vehicles, equipment, material, utilities, and supplies to and from all public roadways adjacent or proximate to the Permanent Easement Area to allow for the installation and construction of the Sewer Improvements;

C. to clear and keep cleared all trees, roots, brush, and other obstructions from the surface and subsurface of the Permanent Easement Area to allow for the design, construction, installation, maintenance, repair, and replacement of the Sewer Improvements; and

D. to carry away and disposed of sewage through the Sewer Improvements, regardless of the source of such sewage.

4. Furthermore, the HOA hereby grants and conveys unto the Township, and the Township hereby accepts from the HOA, the Temporary Easements for the purpose of designing, constructing, and installing the Sewer Improvements in the first instance, and completing the removal of dead and dying vegetation pursuant to Section 2. of this Agreement. The term of the Temporary Easements shall commence upon the date of this Agreement and shall terminate upon the last to occur of (A) design, construction, installation, maintenance, repair, and

replacement of the Sewer Improvements are completed, (B) the Township has approved the construction and restoration performed by the Township's contractor, (C) the Township or its successor or assignee has completed its obligations under the conditions of this Agreement, and (D) the Township has released the Temporary Easement Area back to the HOA.

5. The Township shall repair all damage or disturbance which may be caused to the HOA Property as a direct and proximate result of the work contemplated hereunder, and restore the same to as close as may be practicable to the condition as the same shall exist immediately prior to such damage or disturbance. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, the Township shall only be responsible for the repair and restoration of those areas of the HOA Property which are actually disturbed by the activities contemplated by this Agreement.

6. The HOA covenants and warrants to the Township that it will not convey or attempt to convey any other easement or right, or do anything whatsoever which conflicts with the grant of the rights contained herein.

7. The HOA is to have full use and enjoyment of said Permanent Easement Area except for the purposes granted to the Township, including but not limited to, the permanent occupation and use of such surface area as shall be required for the Sewer Improvements. Except for fence lines, neither the HOA nor its successors and assigns shall construct or permit to be constructed any building, structure, or obstruction on or over the Permanent Easement Area or the Temporary Easement Area or which will interfere with the Sewer Improvements, and shall not change (or permit the change of) the grade over the Permanent Easement Area or the Temporary Easement Area.

8. This Agreement constitutes the entire understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, express or implied, oral or written.

9. The easements, covenants and agreements set forth in the Agreement shall run with the land.

10. The rights, privileges and obligations herein created shall inure to the benefit of and be binding upon the Township and the HOA, and their respective successors and assigns in interest, and upon mortgagees and successors in right, title, or interest as a result of any transfer, whether voluntary or involuntary. This Agreement and the grant of the easements contained herein shall be freely assignable by the Township without the consent of the HOA, its successors or assigns, including, without limitation, to the developer of that certain property *situate* within the jurisdictional limits of the Township and known to the Board of Assessment as Tax Map Parcel No. 37-3-1.

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

12. Each of the individuals executing this Agreement on behalf of the HOA and the Township, respectively, represents and warrants to the other party that he or she has all necessary legal authority to bind the party for which he or she is executing this Agreement to the terms, conditions, and provisions hereof.

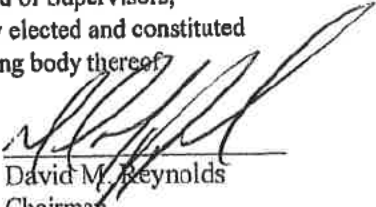
13. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles and shall be recorded in the Recorder's Office.

*[signature page to follow]*

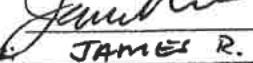
IN WITNESS WHEREOF, the above named parties have executed this Agreement this 2 day of Nov, 2018.

**THE TOWNSHIP OF SADSBUY,**  
a Township of the second class organized and existing under and  
pursuant to the laws of the Commonwealth of Pennsylvania

By: its Board of Supervisors,  
the duly elected and constituted  
governing body thereof

By:   
Name: David M. Reynolds  
Title: Chairman

**SADSBUY CROSSING  
HOMEOWNERS ASSOCIATION**

By:   
Name: JAMES R. KETCHER  
Title: Chairperson

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF CHESTER :

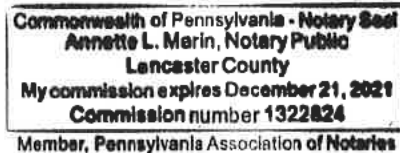
ON THIS 2ND day of NOVEMBER, 2018, before me, Annette Marin, the undersigned officer, personally appeared James Keches, who acknowledged himself to be the President of the Sadsbury Crossing Homeowner's Association, and that as President authorized to do so, executed the foregoing instrument for the purposes contained in it by signing on behalf of the Sadsbury Homeowner's Association as President.

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

Annette L. Marin [signature]

SFSR [title]

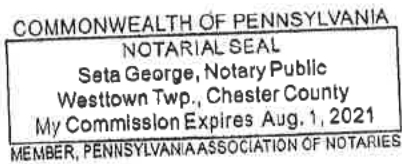
[Seal]



COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF CHESTER :

ON THIS, the 10<sup>th</sup> day of November, 2018 before me, a notary public in and for the aforesaid Commonwealth and County, the undersigned officer, personally appeared David M. Reynolds, Chairman of The Board of Supervisors, Sadsbury Township, PA, who acknowledged himself to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8-1-21

**EXHIBIT "A"**



New Britain Corporate Center  
 1600 Manor Drive, Suite 210  
 Chalfont, PA 18914  
 Tel. 215.712.9800  
 Fax. 215.712.9802  
 www.cpasurvey.com

January 26, 2018  
 02-080052-00

METES AND BOUNDS DESCRIPTION  
 20 FOOT WIDE SANITARY SEWER EASEMENT  
 PART OF APN #37-003-0023.0000  
 LANDS NOW OR FORMERLY  
 SADBURY CROSSING HOMEOWNERS ASSOCIATION  
 SADBURY TOWNSHIP, CHESTER COUNTY  
 COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT WHICH IS THE COMMON CORNER OF APN #37-003-0023.0000, LANDS NOW OR FORMERLY SADBURY CROSSING HOMEOWNERS ASSOCIATION; APN #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS AND APN #37-003-0026.0000, LANDS NOW OR FORMERLY KAUFFMAN, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE DIVIDING LINE BETWEEN APN #37-003-0023.0000 AND APN #37-003-0021.0000, NORTH 80 DEGREES - 14 MINUTES - 17 SECONDS EAST, A DISTANCE OF 15.08 FEET TO A POINT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH APN #37-003-0023.0000:

2. SOUTH 16 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 108.28 FEET TO A POINT, THENCE;
3. SOUTH 59 DEGREES - 47 MINUTES - 06 SECONDS EAST, A DISTANCE OF 126.52 FEET TO A POINT, THENCE;
4. SOUTH 78 DEGREES - 07 MINUTES - 33 SECONDS EAST, A DISTANCE OF 116.33 FEET TO A POINT, THENCE;
5. SOUTH 19 DEGREES - 45 MINUTES - 25 SECONDS EAST, A DISTANCE OF 200.02 FEET TO A POINT ON THE NORTHWESTERLY SIDE OF AN EXISTING 25 FOOT WIDE SANITARY SEWER EASEMENT, THENCE;
6. ALONG THE NORTHWESTERLY SIDE OF AN EXISTING 25 FOOT WIDE SANITARY SEWER EASEMENT, SOUTH 46 DEGREES - 38 MINUTES - 32 SECONDS WEST, A DISTANCE OF 21.83 FEET TO A POINT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH APN #37-003-0023.0000:

7. NORTH 19 DEGREES - 45 MINUTES - 25 SECONDS WEST, A DISTANCE OF 197.58 FEET TO A POINT, THENCE;
8. NORTH 78 DEGREES - 07 MINUTES - 33 SECONDS WEST, A DISTANCE OF 108.39 FEET TO A POINT, THENCE;

Corporate Headquarters 35 Technology Drive, Warren, NJ 07059 Tel: 908.668.0099 Fax: 908.668.9595

Professional Land Surveying, Geospatial and Consulting Services



January 26, 2018  
02-080052-00  
Sadsbury Township, Chester County, PA  
Page 2

- 9. NORTH 59 DEGREES - 47 MINUTES - 06 SECONDS WEST, .A DISTANCE OF 137.74 FEET TO A POINT, THENCE;
- 10. NORTH 16 DEGREES - 13 MINUTES - 29 SECONDS WEST, A DISTANCE OF 113.97 FEET TO A POINT, THENCE;
- 11. ALONG THE DIVIDING LINE BETWEEN APN #37-003-0021.0000 AND APN #37-003-0026.0000, NORTH 35 DEGREES - 14 MINUTES - 16 SECONDS EAST, A DISTANCE OF 6.42 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 11,123 SQUARE FEET OR 0.255 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

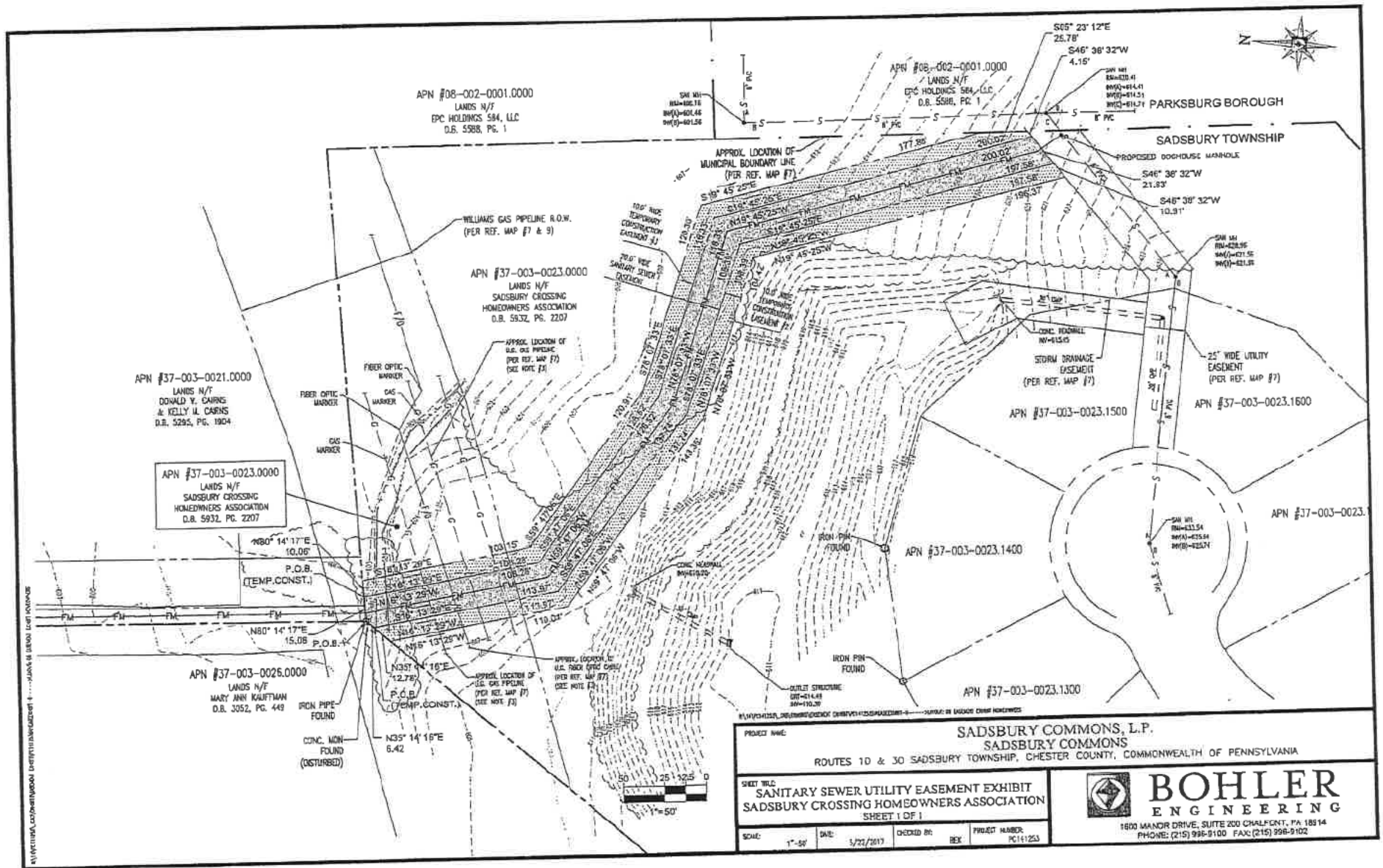
THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SADSBURY COMMONS, L.P., SADSBURY COMMONS, ROUTES 10 & 30, SADSBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, SANITARY SEWER UTILITY EASEMENT EXHIBIT, SADSBURY CROSSING HOMEOWNERS ASSOCIATION", PREPARED BY BOHLER ENGINEERING, DATED 5/22/2017, PROJECT NO. PC141253, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.  
 REGISTERED PROFESSIONAL  
 JAMES C. WERTH 01/26/2018  
 LAND SURVEYOR  
 COMMONWEALTH OF PENNSYLVANIA  
 PROFESSIONAL LAND SURVEYOR # SU075250

\\Pdc02\surveys\08\CP08052\DESCRIPTIONS\NOTES & BOUNDS DESCRIPTIONS\1-25-18\McB\_20FWHdeSanitarySewerEasement.docx  
PREPARED BY: JAA  
REVIEWED BY: JCW



**EXHIBIT "B"**



PROJECT NAME: **SADSBURY COMMONS, L.P.**  
**SADSBURY COMMONS**  
 ROUTES 10 & 30 SADSBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA

SHEET TITLE: **SANITARY SEWER UTILITY EASEMENT EXHIBIT**  
**SADSBURY CROSSING HOMEOWNERS ASSOCIATION**  
 SHEET 1 OF 1

SCALE: 1"=50'    DATE: 5/22/2013    CHECKED BY: BEX    PROJECT NUMBER: PC141253

**BOHLER ENGINEERING**  
 1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914  
 PHONE: (215) 936-9100    FAX: (215) 936-9102

**EXHIBIT "C"**



New Britain Corporate Center  
 1600 Manor Drive, Suite 210  
 Chalfont, PA 18914  
 Tel. 215.712.9800  
 Fax. 215.712.9802  
 www.cpasurvey.com

January 26, 2018  
 02-080052-00

METES AND BOUNDS DESCRIPTION  
 10 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT  
 PART OF APN #37-003-0023.0000  
 LANDS NOW OR FORMERLY  
 SADSBUY CROSSING HOMEOWNERS ASSOCIATION  
 SADSBUY TOWNSHIP, CHESTER COUNTY  
 COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN APN #37-003-0023.0000, LANDS NOW OR FORMERLY SADSBUY CROSSING HOMEOWNERS ASSOCIATION; APN #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS, SAID POINT BEING DISTANT NORTH 80 DEGREES - 14 MINUTES - 17 SECONDS EAST, A DISTANCE OF 15.08 FEET FROM THE COMMON CORNER OF APN #37-003-0023.0000; APN #37-003-0021.0000 AND APN #37-003-0026.0000, LANDS NOW OR FORMERLY KAUFFMAN, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE DIVIDING LINE BETWEEN APN #37-003-0023.0000 AND APN #37-003-0021.0000, NORTH 80 DEGREES - 14 MINUTES - 17 SECONDS EAST, A DISTANCE OF 10.06 FEET TO A POINT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH APN #37-003-0023.0000:

2. SOUTH 16 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 103.15 FEET TO A POINT, THENCE;
3. SOUTH 59 DEGREES - 47 MINUTES - 06 SECONDS EAST, A DISTANCE OF 120.91 FEET TO A POINT, THENCE;
4. SOUTH 78 DEGREES - 07 MINUTES - 33 SECONDS EAST, A DISTANCE OF 120.30 FEET TO A POINT, THENCE;
5. SOUTH 19 DEGREES - 45 MINUTES - 25 SECONDS EAST, A DISTANCE OF 177.88 FEET TO A POINT, THENCE;
6. ALONG THE DIVIDING LINE BETWEEN APN #37-003-0021.0000 AND APN #08-002-0001.0000, LANDS NOW OR FORMERLY EPC HOLDINGS 584, LLC, SOUTH 06 DEGREES - 23 MINUTES - 12 SECONDS EAST, A DISTANCE OF 26.78 FEET TO A POINT ON THE NORTHWESTERLY SIDE OF AN EXISTING 25 FOOT WIDE SANITARY SEWER EASEMENT, THENCE;
7. ALONG THE NORTHWESTERLY SIDE OF AN EXISTING 25 FOOT WIDE SANITARY SEWER EASEMENT, SOUTH 46 DEGREES - 38 MINUTES - 32 SECONDS WEST, A DISTANCE OF 4.15 FEET TO A POINT ON THE SIDE OF A PROPOSED 10 FOOT WIDE SANITARY SEWER EASEMENT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE SIDE OF A PROPOSED 20 FOOT WIDE SANITARY SEWER EASEMENT:

Corporate Headquarters 35 Technology Drive, Warren, NJ 07059 Tel: 908.668.0099 Fax: 908.668.9595

Professional Land Surveying, Geospatial and Consulting Services



January 26, 2018  
02-080052-00  
Sadsbury Township, Chester County, PA  
Page 2

- 8. NORTH 19 DEGREES - 45 MINUTES - 25 SECONDS WEST, A DISTANCE OF 200.02 FEET TO A POINT, THENCE;
- 9. NORTH 78 DEGREES - 07 MINUTES - 33 SECONDS WEST, A DISTANCE OF 116.33 FEET TO A POINT, THENCE;
- 10. NORTH 59 DEGREES - 47 MINUTES - 06 SECONDS WEST, A DISTANCE OF 126.52 FEET TO A POINT, THENCE;
- 11. NORTH 16 DEGREES - 13 MINUTES - 29 SECONDS WEST, A DISTANCE OF 108.28 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 5,411 SQUARE FEET OR 0.124 ACRE

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "SADSBURY COMMONS, L.P., SADSBURY COMMONS, ROUTES 10 & 30, SADSBURY TOWNSHIP, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, SANITARY SEWER UTILITY EASEMENT EXHIBIT, SADSBURY CROSSING HOMEOWNERS ASSOCIATION", PREPARED BY BOHLER ENGINEERING, DATED 5/22/2017, PROJECT NO. PC141253, SHEET 1 OF 1.

CONTROL POINT ASSOCIATES, INC.

*James C. Winters* 01/26/2018

---

JAMES C. WINTERS DATE  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL LAND SURVEYOR # SU075250



S:\08\CP08052\DESCRIPTIONS\METES & BOUNDS DESCRIPTIONS\1-25-18\M6B\_10FTWideEapConstructionEasement-East.docx  
PREPARED BY: JAA  
REVIEWED BY: JCW

EXHIBIT "D"



New Britain Corporate Center  
 1600 Manor Drive, Suite 210  
 Chalfont, PA 18914  
 Tel. 215.712.9800  
 Fax. 215.712.9802  
 www.cpasurvey.com

January 26, 2018  
 02-080052-00

METES AND BOUNDS DESCRIPTION  
 10 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT  
 PART OF APN #37-003-0023.0000  
 LANDS NOW OR FORMERLY  
 SADBURY CROSSING HOMEOWNERS ASSOCIATION  
 SADBURY TOWNSHIP, CHESTER COUNTY  
 COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN APN #37-003-0023.0000, LANDS NOW OR FORMERLY SADBURY CROSSING HOMEOWNERS ASSOCIATION; APN #37-003-0026.0000, LANDS NOW OR FORMERLY KAUFFMAN, SAID POINT BEING DISTANT SOUTH 35 DEGREES - 14 MINUTES - 16 SECONDS WEST, A DISTANCE OF 6.42 FEET FROM THE COMMON CORNER OF APN #37-003-0023.0000; APN #37-003-0026.0000 AND APN #37-003-0021.0000, LANDS NOW OR FORMERLY CAIRNS, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE SIDE OF A PROPOSED 20 FOOT WIDE SANITARY SEWER EASEMENT:

1. SOUTH 16 DEGREES - 13 MINUTES - 29 SECONDS EAST, A DISTANCE OF 113.97 FEET TO A POINT, THENCE;
2. SOUTH 59 DEGREES - 47 MINUTES - 06 SECONDS EAST, A DISTANCE OF 137.74 FEET TO A POINT, THENCE;
3. SOUTH 78 DEGREES - 07 MINUTES - 33 SECONDS EAST, A DISTANCE OF 108.39 FEET TO A POINT, THENCE;
4. SOUTH 19 DEGREES - 45 MINUTES - 25 SECONDS EAST, A DISTANCE OF 197.58 FEET TO A POINT THE NORTHWESTERLY SIDE OF AN EXISTING 25 FOOT WIDE SANITARY SEWER EASEMENT, THENCE;
5. ALONG THE NORTHWESTERLY SIDE OF AN EXISTING 25 FOOT WIDE SANITARY SEWER EASEMENT, SOUTH 46 DEGREES - 38 MINUTES - 32 SECONDS WEST, A DISTANCE OF 10.91 FEET TO A POINT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A LINE RUNNING THROUGH APN #37-003-0023.0000:

6. NORTH 19 DEGREES - 45 MINUTES - 25 SECONDS WEST, A DISTANCE OF 196.37 FEET TO A POINT, THENCE;
7. NORTH 78 DEGREES - 07 MINUTES - 33 SECONDS WEST, A DISTANCE OF 104.42 FEET TO A POINT, THENCE;
8. NORTH 59 DEGREES - 47 MINUTES - 06 SECONDS WEST, A DISTANCE OF 143.35 FEET TO A POINT, THENCE;

Corporate Headquarters 35 Technology Drive, Warren, NJ 07059 Tel: 908.668.0099 Fax: 908.668.9595

Professional Land Surveying, Geospatial and Consulting Services

February 13, 2023

PH&C LLC  
Land Development Services  
998 Old Eagle School Rd Suite 1211  
Wayne PA 19087

**Re. Water Line Facilities Acceptance  
Sadsbury Commons Western Pump Station and  
Associated Sewer Facilities  
Sadsbury Township, Chester County**

Dear Mr. McClintock:

Please be advised, all sewer main facilities constructed per our agreement for the above referenced development (**Sadsbury Commons Western Chester County Pump Station and Associated Sewer Facilities**), have been approved and accepted by Pennsylvania American Water Company.

This acceptance includes all associated sewer facilities and pump station

Please feel free to contact me should you have any questions concerning this letter or would like to discuss any future development projects.

Sincerely,

*Gerald DeBalko*

Gerald DeBalko  
Engineering Manager, Southeast PA

Cc: Gerald DeBalko  
George Thomas

PENNSYLVANIA-AMERICAN WATER COMPANY - DEVELOPER PROJECT INPUT FORM

DISTRICT : COATESVILLE SEWER

STATUS:  X  CONSTRUCTION ESTIMATE AND ACTUAL INSTALLED

WBS ELEMENT: D24-6701-P-0037

PROJECT DESCRIPTION: SADBURY COMMONS SEWER

ACTIVATION DATE:

TASK ORDER NUMBER	ASSET DESCRIPTION	UNITS	ACTUAL INSTALLED QUANTITY	UNIT PRICE	EXTENDED PRICE
	12" MAIN	LF			
	12" Valve	EA			
D24-6701-P-0037	8" PVC MAIN	LF	3921		\$ 379,674.00
	8" Valve	EA			
D24-6701-P-0037	6" PVC FORCE MAIN	LF	8067		\$ 359,143.00
	6" Valve	EA			
	4" MAIN	LF			
	4" VALVE	EA			
D24-6701-P-0037	MANHOLES	EA	30		160,370.00
D24-6701-P-0037	AIR RELEASE CHAMBER	EA	1		5,500.00
	6" SERVICE	EA			
	4" SERVICE	EA			
	2" SERVICE	EA			
	1 1/2" SERVICE	EA			
	1" SERVICE	EA			
	3/4" SERVICE	EA			
	HYDRANTS	EA			\$ -
	<b>SUBTOTAL</b>				<b>\$ 904,687.00</b>

TOTAL ADVANCED AMOUNT

Prepared By: Cynthia Reichart  
 Operation Specialist- Cynthia Reichart

Date 11/28/2022

# Attachment A-8-c

## ACTUAL WORKSHEET FOR SADBURY COMMONS SEWER

8" SDR-35 PVC	140,120.00	SANITARY MAIN MH#16A-MH#4- 1119 LF
	41,630.00	SANITARY MAIN MH#16A-MH#4 - 905 LF
	55,500.00	SANITARY MAIN -MH#4-PS - 925 LF
	110,000.00	SANITARY MAIN -MH#4-PS- 200 LF
	32,424.00	SANITARY SEWER -SITE-772 LF
	<u>379,674.00</u>	
MANHOLES - MH#16A-MH#4	24,500.00	
15	55,000.00	
	<u>1,680.00</u>	
	81,180.00	
MH#14-PS ALTERNATE		
7	47,600.00	
	910.00	
4	<u>7,600.00</u>	
	56,110.00	
SANITARY SEWER SITE MANHOLES	7,600.00	
4	15,000.00	
	<u>480.00</u>	
	23,080.00	
6" PVC FORCE MAIN	185,724.00	
8067	4,370.00	
	1,805.00	
	149,520.00	
	4,370.00	
	1,805.00	
	5,533.00	
	<u>6,016.00</u>	
	359,143.00	
AIR RELEASE CHAMBER	5,500.00	
TOTAL	904,687.00	

## PUMP STATION

MANHOLE	89,878.79
VALVE VAULT	117,533.80
BUILDING 12FT SQUARE	186,671.33
PUMPING EQUIP	172,843.83
POWER GENERATING EQUIPMENT	124,447.55

**Application of Pennsylvania-American Water Company – Wastewater Division for approval to begin to offer, render, furnish or supply wastewater service to the public in an additional portion of Sadsbury Township, Chester County, Pennsylvania**

**Docket No. A-2023-30398123**

**PAWC's Responses to TUS Data Request Set II**

**A-9.** In response to Data Request A-1c., PAWC-WD identified the diameter of the Octorara Force Main to be six feet. Please reconfirm the diameter of the Octorara Force Main as a six foot force main does not seem plausible for the described system.

**Response:** The diameter of the Octorara Force Main is six inches in diameter.

**Responsible Witness:** James P. Kelly, Senior Supervisor – Coatesville Division  
Pennsylvania-American Water Company

**Date:** June 13, 2023

**Application of Pennsylvania-American Water Company – Wastewater Division for approval to begin to offer, render, furnish or supply wastewater service to the public in an additional portion of Sadsbury Township, Chester County, Pennsylvania**

**Docket No. A-2023-30398123**

**PAWC's Responses to TUS Data Request Set II**

**A-10.** In response to Data Request A-5., PAWC-WD indicated it intends to meter water consumption at the requested service territory by installing a PAWC-owned meter on the privately-owned well at the Octorara Trail property and will issue wastewater bills based on meter reads from such meter. Please quantify the cost of the meter and meter installation and identify the PAWC-WD or PAWC account under which this cost will be recorded.

**Response:** The cost of the meter is \$115.50. The cost of installing a meter on a well varies due to internal plumbing of the property. The meters are purchased under 246506 (water) and then transferred to 246706 (wastewater).

**Responsible Witness:** James P. Kelly, Senior Supervisor – Coatesville Division  
Pennsylvania-American Water Company

**Date:** June 13, 2023

## VERIFICATION

I, Gerald A. DeBalko, P.E., hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

*Gerald De Balko*

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Gerald A. DeBalko, P.E., Engineering Manager  
Pennsylvania American Water Company

Dated: 6/12/2023

## VERIFICATION

I, Rosemary Nardone hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

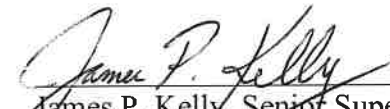
*Rosemary Nardone*

Rosemary Nardone, Operations Specialist – Business Performance  
Pennsylvania American Water Company

Dated: 06/13/2023

## VERIFICATION

I, James P. Kelly hereby state that the facts above set forth above are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

  
James P. Kelly, Senior Supervisor – Coatesville  
Pennsylvania-American Water Company

Dated: 6-13-23