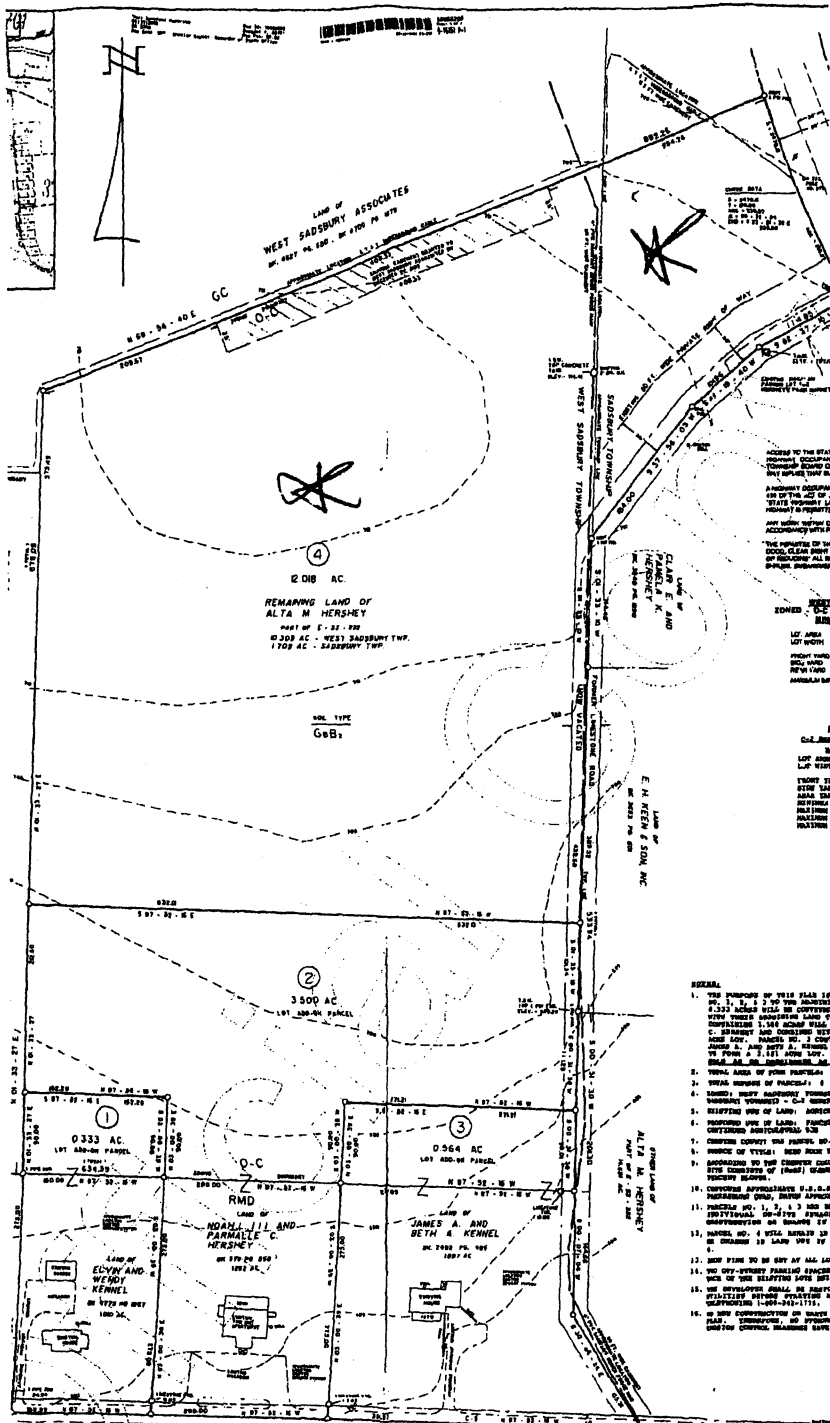


**OBJECTIONS:**

- 1) Any discrepancies, conflicts or shortages in area or boundary lines, any encroachments or any overlapping of improvements which a correct survey would show.
- 2) Possible additional tax assessments for new construction and/or major improvements.
- 3) The amount or computation of area or acreage of premises is not insured.
- 4) Subject to all municipal ordinances and regulations not of record.
- 5) Title to that part of the premises within the bed or right of way of any road, street, highway, etc., is subject to public and/or private rights therein.
- 6) Rights to Phila. Electric Co. in Misc Books 78 page 338 and 94 page 379.
- 7) Rights to A.T. & T. in Misc Book 82 page 367.
- 8) Utility Easement Agreement in Record Book 5273 page 1414.
- 9) Sewer and Water Easement Agreement in Record Book 4627 page 657.
- 10) Easement Agreement in Record Book 6443 page 1181.
- 11) Conditions as shown on Plan #16151 as follows:
  - a) Grading Easement
  - b) 50 feet wide Private Right of Way
  - c) A.T. & T. Easement
  - d) 20 feet wide Sanitary Sewer Force Main



+16107

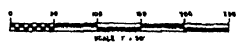
ACCORDING TO THE OFFICIAL RECORDS OCCASIONAL CORRECTIONS MAY BE NECESSARY TO CORRECT THE RECORDS TO REFLECT THE TRUE INTENT OF THE ORIGINAL RECORDS.

**ZONING**  
 ZONE: RMD  
 LOT AREA: 100-100  
 FRONT YARD SETBACK: 10-0-0  
 SIDE YARD SETBACK: 5-0-0  
 REAR YARD SETBACK: 5-0-0  
 MINIMUM LOT AREA: 100-0-0  
 MINIMUM FRONT YARD SETBACK: 10-0-0  
 MINIMUM SIDE YARD SETBACK: 5-0-0  
 MINIMUM REAR YARD SETBACK: 5-0-0

- RESOL**
1. THE PURPOSE OF THIS PLAN IS TO...
  2. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  3. THE PARCELS WILL BE CONTIGUOUS...
  4. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  5. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  6. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  7. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  8. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  9. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  10. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  11. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  12. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  13. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  14. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  15. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...
  16. THE TOTAL AREA OF THE PARCELS IS 6.415 ACRES...

LEIKE ROAD (T-391)

**MAKER'S DECLARATION**  
 I, the undersigned, being the owner of the above described property, do hereby certify that the above is a true and correct copy of the original plan on file in the office of the County Recorder and is in accordance with the provisions of the Act of June 18, 1931, P.L. 1767, Section 107, and the Act of June 23, 1937, P.L. 1341, Section 1101, relating to the recording of subdivision maps.



At a meeting held on [DATE], the undersigned, being the owner of the above described property, do hereby certify that the above is a true and correct copy of the original plan on file in the office of the County Recorder and is in accordance with the provisions of the Act of June 18, 1931, P.L. 1767, Section 107, and the Act of June 23, 1937, P.L. 1341, Section 1101, relating to the recording of subdivision maps.

**DRAWN BY:**  
 ALTA M. HERSHEY  
 1878 North Lincoln Road  
 Parkersburg, PA 16804  
 Phone: 717-419-1689

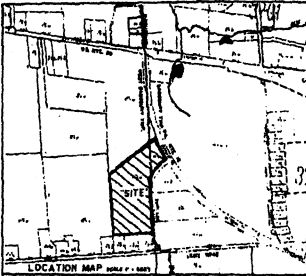
APPROVED this 12th day of March, 2001, by the Board of Commissioners of the County of Chester, Pennsylvania.  
*[Signature]*  
 COUNTY CLERK

APPROVED this 12th day of March, 2001, by the Board of Commissioners of the County of Chester, Pennsylvania.  
*[Signature]*  
 COUNTY CLERK

**FINAL SUBD**

**ALTA M.**  
 SADSBRURY  
 WEST SADS  
 CHESTER  
 PENNSA.

DEC 21 2001



#1651

SECTION 10, TWP. 27N, R. 10W, CHESTER COUNTY, PA. 17301  
DATE: 27 FEB 2001

**FORM 1 - REPORT FOR NON-RESIDENT ROAD**

**FOR PARCELS IN A R-1 ZONING DISTRICT**

"As of the date of this plan, the subdivision described herein is not shown as dedicated for the purpose of an adjacent use. No portion of this subdivision has been approved by West Sadsbury Township, Chester County, or the Department of Environmental Protection for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction, expansion, or use of any sewage disposal, expansion, treatment or disposal system connected to a subdivision plan, any portion or subdivision of any portion of this property should require approval of the West Sadsbury Township, Chester County, which are always with administering the Sewerage Facilities Act to determine what sewage facilities planning is required and the standards and requirements for installing appropriate permits of treatment."

**FOR PARCELS IN A R-1 ZONING DISTRICT**

"As of the date of this plan, the subdivision described herein is not shown as dedicated for the purpose of an adjacent use. No portion of this subdivision has been approved by West Sadsbury Township, Chester County, or the Department of Environmental Protection for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction, expansion, or use of any sewage disposal, expansion, treatment or disposal system connected to a subdivision plan, any portion or subdivision of any portion of this property should require approval of the West Sadsbury Township, Chester County, which are always with administering the Sewerage Facilities Act to determine what sewage facilities planning is required and the standards and requirements for installing appropriate permits of treatment."

**FOR PARCELS IN A R-1 ZONING DISTRICT**

"As of the date of this plan, the subdivision described herein is not shown as dedicated for the purpose of an adjacent use. No portion of this subdivision has been approved by West Sadsbury Township, Chester County, or the Department of Environmental Protection for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction, expansion, or use of any sewage disposal, expansion, treatment or disposal system connected to a subdivision plan, any portion or subdivision of any portion of this property should require approval of the West Sadsbury Township, Chester County, which are always with administering the Sewerage Facilities Act to determine what sewage facilities planning is required and the standards and requirements for installing appropriate permits of treatment."

**FOR PARCELS IN A R-1 ZONING DISTRICT**

"As of the date of this plan, the subdivision described herein is not shown as dedicated for the purpose of an adjacent use. No portion of this subdivision has been approved by West Sadsbury Township, Chester County, or the Department of Environmental Protection for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction, expansion, or use of any sewage disposal, expansion, treatment or disposal system connected to a subdivision plan, any portion or subdivision of any portion of this property should require approval of the West Sadsbury Township, Chester County, which are always with administering the Sewerage Facilities Act to determine what sewage facilities planning is required and the standards and requirements for installing appropriate permits of treatment."

**FOR PARCELS IN A R-1 ZONING DISTRICT**

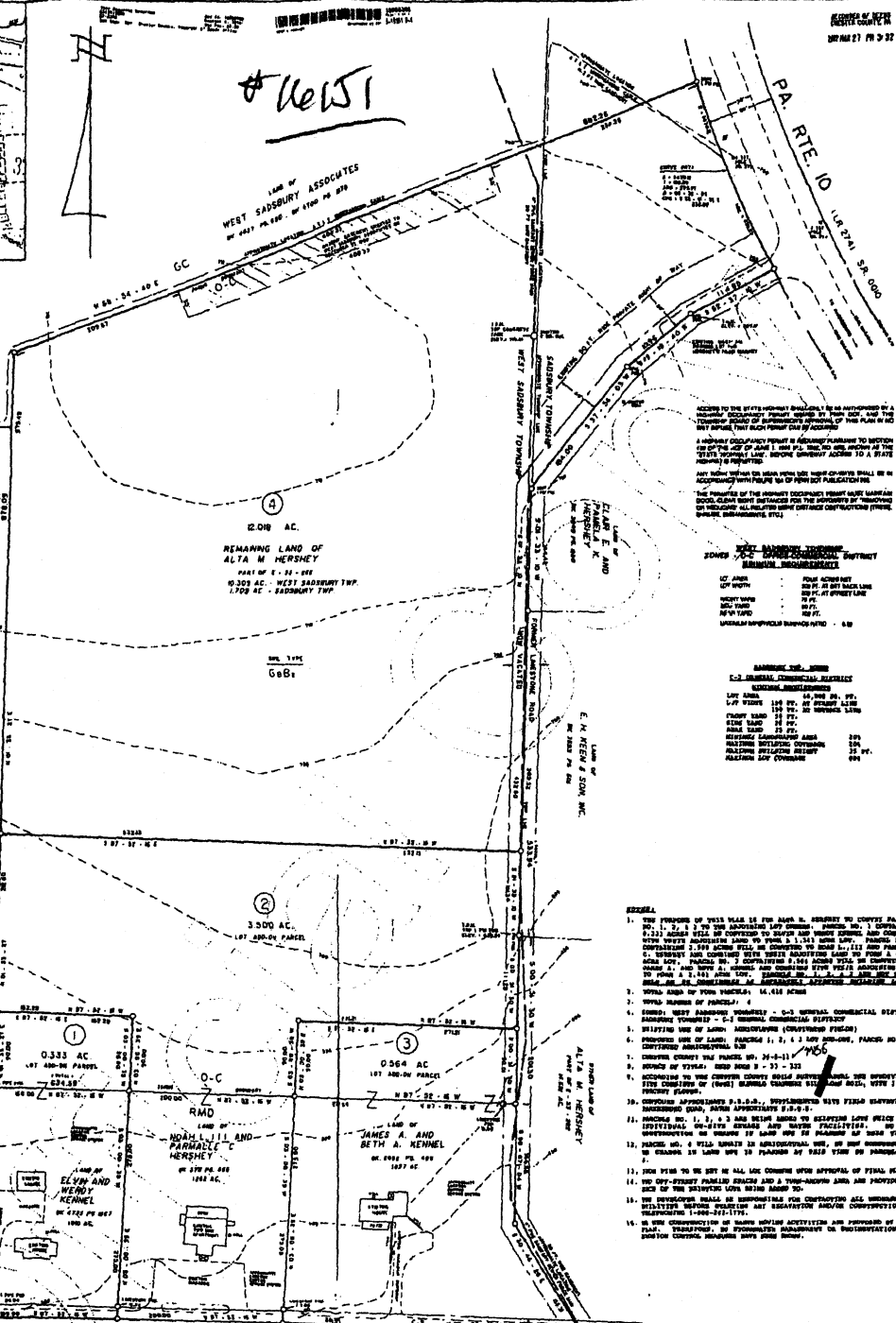
"As of the date of this plan, the subdivision described herein is not shown as dedicated for the purpose of an adjacent use. No portion of this subdivision has been approved by West Sadsbury Township, Chester County, or the Department of Environmental Protection for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction, expansion, or use of any sewage disposal, expansion, treatment or disposal system connected to a subdivision plan, any portion or subdivision of any portion of this property should require approval of the West Sadsbury Township, Chester County, which are always with administering the Sewerage Facilities Act to determine what sewage facilities planning is required and the standards and requirements for installing appropriate permits of treatment."

**FOR PARCELS IN A R-1 ZONING DISTRICT**

"As of the date of this plan, the subdivision described herein is not shown as dedicated for the purpose of an adjacent use. No portion of this subdivision has been approved by West Sadsbury Township, Chester County, or the Department of Environmental Protection for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction, expansion, or use of any sewage disposal, expansion, treatment or disposal system connected to a subdivision plan, any portion or subdivision of any portion of this property should require approval of the West Sadsbury Township, Chester County, which are always with administering the Sewerage Facilities Act to determine what sewage facilities planning is required and the standards and requirements for installing appropriate permits of treatment."

**FOR PARCELS IN A R-1 ZONING DISTRICT**

"As of the date of this plan, the subdivision described herein is not shown as dedicated for the purpose of an adjacent use. No portion of this subdivision has been approved by West Sadsbury Township, Chester County, or the Department of Environmental Protection for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction, expansion, or use of any sewage disposal, expansion, treatment or disposal system connected to a subdivision plan, any portion or subdivision of any portion of this property should require approval of the West Sadsbury Township, Chester County, which are always with administering the Sewerage Facilities Act to determine what sewage facilities planning is required and the standards and requirements for installing appropriate permits of treatment."



ACCESS TO THE SITE (WHERE SHOWN) SHALL BE AS SHOWN BY A SEPARATE ENGINEERING PLAN SUBMITTED TO THE BOARD AND THE TOWNSHIP BOARD OF SUPERVISORS APPROVAL OF THIS PLAN IN NO WAY SHALL THE BOARD BE RESPONSIBLE FOR ACCESS TO A STATE HIGHWAY OCCUPANCY PERMIT IS REQUIRED PURSUANT TO SECTION 101 OF THE PUBLIC ACQUISITION ACT, 54 P.S. § 101.01. THE BOARD'S APPROVAL OF THIS PLAN DOES NOT CONSTITUTE A STATE HIGHWAY OCCUPANCY PERMIT. ANY OTHER PERMIT OR LICENSE WHICH MAY BE REQUIRED SHALL BE OBTAINED BY THE APPLICANT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

Table with 4 columns: LOT NUMBER, LOT AREA, ROAD WIDTH, and ROAD TYPE. Includes details for lots 1, 2, 3, 4 and road specifications.

Table with 4 columns: LOT NUMBER, LOT AREA, ROAD WIDTH, and ROAD TYPE. Includes details for lots 1, 2, 3, 4 and road specifications.

Table with 4 columns: LOT NUMBER, LOT AREA, ROAD WIDTH, and ROAD TYPE. Includes details for lots 1, 2, 3, 4 and road specifications.

- 1. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE THE PROPERTY INTO LOTS 1, 2, 3, 4 AND TO DEDICATE LEIKE ROAD (T-391) AS A PUBLIC ROAD. THE PROPERTY IS LOCATED IN THE WEST SADSBUURY TWP. OF CHESTER COUNTY, PA. THE PROPERTY IS OWNED BY ALTA M. HERSHEY.

- 2. THE TOTAL AREA OF THE PROPERTY IS 10.412 ACRES.
- 3. THE TOTAL NUMBER OF LOTS IS 4.
- 4. THE TOTAL AREA OF LOTS 1, 2, 3, 4 IS 10.412 ACRES.
- 5. THE TOTAL AREA OF LOTS 1, 2, 3, 4 IS 10.412 ACRES.

- 6. THE TOTAL AREA OF LOTS 1, 2, 3, 4 IS 10.412 ACRES.
- 7. THE TOTAL AREA OF LOTS 1, 2, 3, 4 IS 10.412 ACRES.
- 8. THE TOTAL AREA OF LOTS 1, 2, 3, 4 IS 10.412 ACRES.

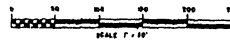


**Stapleton & Leisley**  
Professional Land Surveyors  
1350 Airport Road, Suite 1  
Columbia, PA 17502  
Phone: 610-851-1742

1. I hereby certify that to the best of my knowledge, the survey and subdivision shown on this plan were made in accordance with the laws of this State and the rules and regulations of the Board of Professional Land Surveyors of this State.

**NOTICE TO THE PUBLIC**  
The purpose of this plan is to subdivide the property into lots 1, 2, 3, 4 and to dedicate Leike Road (T-391) as a public road. The property is located in the West Sadsbury Twp. of Chester County, Pa. The property is owned by Alta M. Hershey.

APPROVED THIS 17th DAY OF FEBRUARY 2001  
BY: [Signature]  
ALTA M. HERSHEY



**DRAWN BY:**  
ALTA M. HERSHEY  
8875 North Main Road  
West Sadsbury, PA 17380  
Phone: 717-442-4888

**APPROVED BY:**  
[Signature]  
[Signature]  
[Signature]

**FINAL SUBDIVISION PLAN**  
FOR  
**ALTA M. HERSHEY**  
SADSBUURY TWP AND  
WEST SADSBUURY TWP  
CHESTER COUNTY  
PENNSYLVANIA

DEC. 21, 2001 SCALE 1" = 50'

RTE. 10 I.L.R.

TO PARKS EDD. A

EXISTING HWY

ACCESS TO THE STATE HIGHWAY SHALL ONLY BE AS HIGHWAY OCCUPANCY PERMITS ISSUED BY PENNSYLVANIA BOARD OF SUPERVISOR'S APPROVAL OF WHICH MAY IMPLIES THAT SUCH PERMIT CAN BE ACCURSED. A HIGHWAY OCCUPANCY PERMIT IS REQUIRED UNDER THE ACT OF THE 1945 (P.L. 7842 NO. 470) STATE MARIJUANA AND CANNABIS PENNSYLVANIA

CURVE DATA  
R = 2478.32  
P = 54.88  
TAN DELTA = 10.33  
ARC = 221.87  
CIR = 21.31  
CIR = 21.31  
CIR = 21.31  
CIR = 21.31

A 70' WIDE PRIVATE RIGHT OF WAY  
EXISTING 90 FT. WIDE PRIVATE RIGHT OF WAY  
S 29 19 40 W P136  
S 37 56 03 W P137  
S 29 19 40 W P136  
S 37 56 03 W P137  
S 29 19 40 W P136  
S 37 56 03 W P137

1.5 M. TOP CONCRETE  
ELEV. 774.41

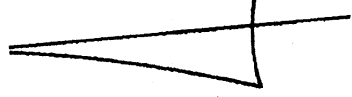
1.5 M. TOP CONCRETE  
ELEV. 774.41

1.5 M. TOP CONCRETE  
ELEV. 774.41

SADSBURY TOWNSHIP  
APPROXIMATE TOWNSHIP LINE

WEST SADSBURY TOWNSHIP

APPROXIMATE LOCATION  
4" PVC SANITARY SEWER FORCE MAIN  
20 FT. WIDE EASEMENT



LAND OF WEST SADSBURY ASSOCIATES  
APPROXIMATE LOCATION 1.1 L. UNDERGROUND CABLE  
BR 4427 Pg 840, BR 4700 Pg 878  
1.1 L. UNDERGROUND CABLE  
BR 4427 Pg 840, BR 4700 Pg 878  
1.1 L. UNDERGROUND CABLE  
BR 4427 Pg 840, BR 4700 Pg 878

GC

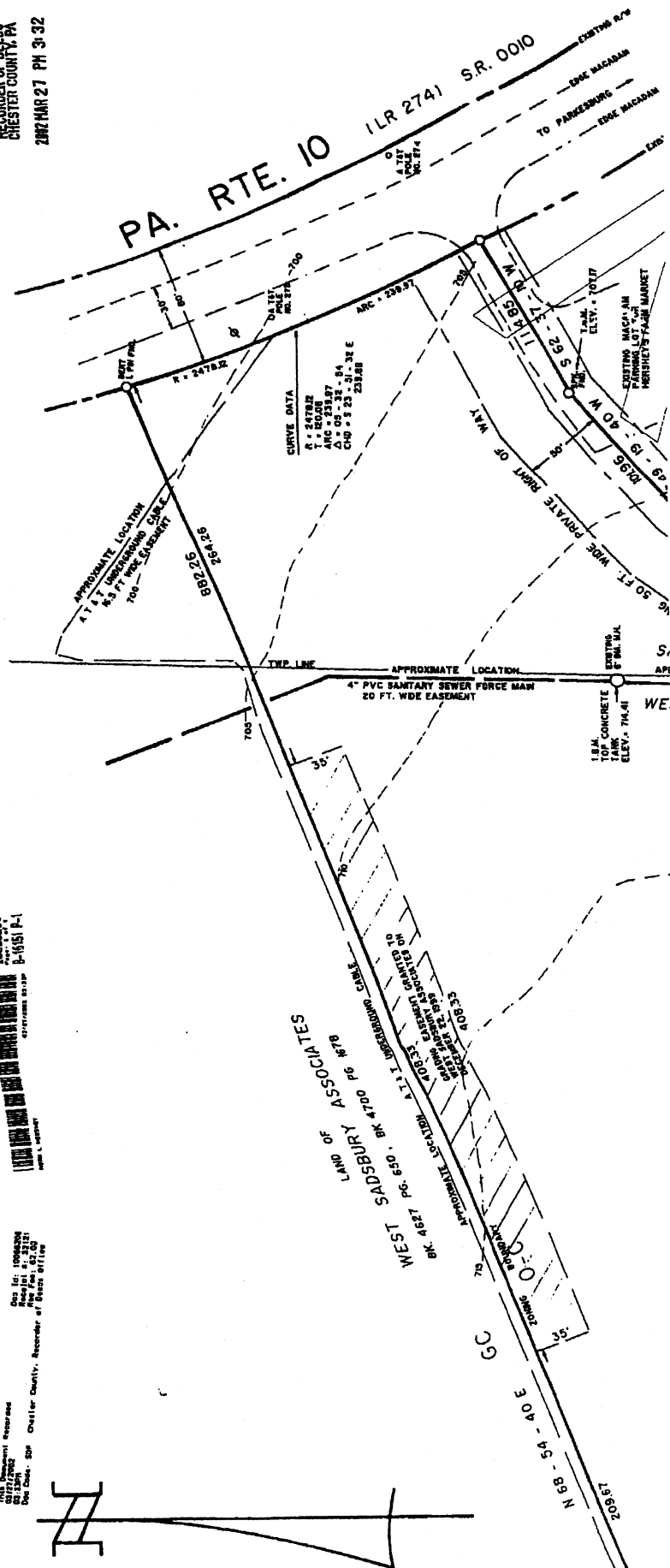
N 68 - 54 - 40 E  
520.87

373.69

BUNDARY

RECORDER OF DEEDS  
CHESTER COUNTY, PA  
2007 MAR 27 PM 3:32

PA. RTE. 10 ILR 2741 S.R. 0010



CURVE DATA  
 R = 2478.2  
 Δ = 05° - 31' - 54"  
 ΔC = 53.23 - 3.3E  
 ΔL = 218.88

A.I.T. OVERSIGHTING CORP.  
 11.1.1 OVERSIGHTING CORP.  
 11.1.1 OVERSIGHTING CORP.  
 11.1.1 OVERSIGHTING CORP.

LAND OF  
 J. SEM  
 SADDLERBURY ASSOCIATES

15682506  
 2/27/2007 11:28:57  
 8-16151-1  
 JOHN L. SEBERT

Doc No: 15682506  
 Record Date: 2/27/2007  
 Doc Size: 50K  
 Doc Date: 2/27/2007

**WEST SADSBUURY TOWNSHIP**  
**ZONED O-C OFFICE-COMMERCIAL DISTRICT**  
**MINIMUM REQUIREMENTS**

LOT AREA . . . . . FOUR ACRES NET  
LOT WIDTH . . . . . 300 FT. AT SET BACK LINE  
200 FT. AT STREET LINE  
FRONT YARD . . . . . 75 FT.  
SIDE YARD . . . . . 50 FT.  
REAR YARD . . . . . 100 FT.  
MAXIMUM IMPERVIOUS SURFACE RATIO . . 0.60

**SADSBUURY TWP. ZONED**  
**C-2 GENERAL COMMERCIAL DISTRICT**  
**MINIMUM REQUIREMENTS**

LOT AREA . . . . . 40,000 SQ. FT.  
LOT WIDTH 150 FT. AT STREET LINE  
150 FT. AT SETBACK LINE  
FRONT YARD 50 FT.  
SIDE YARD 20 FT.  
REAR YARD 25 FT.  
MINIMUM LANDSCAPED AREA . . . . . 20%  
MINIMUM BUILDING COVERAGE . . . . . 20%  
MAXIMUM BUILDING HEIGHT . . . . . 15 FT.  
MAXIMUM LOT COVERAGE . . . . . 60%

WEST

**NOTES:**

1. THE PURPOSE OF THIS PLAN IS FOR ALTA M. HERSHEY TO CONVEY PARCELS NO. 1, 2, & 3 TO THE ADJOINING LOT OWNERS. PARCEL NO. 1 CONTAINING 0.333 ACRES WILL BE CONVEYED TO ELVIN AND WENDY KENNEL AND COMBINED WITH THEIR ADJOINING LAND TO FORM A 1.343 ACRE LOT. PARCEL NO. 2 CONTAINING 3.500 ACRES WILL BE CONVEYED TO NOAH L., III AND FARMALIE C. HERSHEY AND COMBINED WITH THEIR ADJOINING LAND TO FORM A 4.762 ACRE LOT. PARCEL NO. 3 CONTAINING 0.564 ACRES WILL BE CONVEYED TO JAMES A. AND BETH A. KENNEL AND COMBINED WITH THEIR ADJOINING LAND TO FORM A 2.461 ACRE LOT. PARCELS NO. 1, 2, & 3 ARE NOT TO BE SOLD AS OR CONSIDERED AS SEPARATELY APPROVED BUILDING LOTS.
2. TOTAL AREA OF FOUR PARCELS: 16.415 ACRES
3. TOTAL NUMBER OF PARCELS: 4
4. ZONED: WEST SADSBUURY TOWNSHIP - C-2 GENERAL COMMERCIAL DISTRICT  
SADSBUURY TOWNSHIP - C-2 GENERAL COMMERCIAL DISTRICT
5. EXISTING USE OF LAND: AGRICULTURE (CULTIVATED FIELDS)
6. PROPOSED USE OF LAND: PARCELS 1, 2, & 3 LOT ADD-ONS, PARCEL NO. 4 - CONTINUED AGRICULTURAL UJE
7. CHESTER COUNTY TAX PARCEL NO. 36-5-11 ✓ MBS
8. SOURCE OF TITLE: DEED BOOK E - 53 - 222
9. ACCORDING TO THE CHESTER COUNTY SOILS SURVEY MANUAL THE SUBDIVISION SITE CONSISTS OF (G6B2) GLENELG CHANNERY SIL LOAM SOIL, WITH 3 TO 6 PERCENT SLOPES.
10. CONTOURS APPROXIMATE U.S.G.S., SUPPLEMENTED WITH FIELD ELEVATIONS, PARKESBURG QUAD, DATUM APPROXIMATE U.S.G.S.
11. PARCELS NO. 1, 2, & 3 ARE BEING ADDED TO EXISTING LOTS WHICH HAVE INDIVIDUAL ON-SITE SEWAGE AND WATER FACILITIES. NO NEW CONSTRUCTION OR CHANGE IN LAND USE IS PLANNED AT THIS TIME.
12. PARCEL NO. 4 WILL REMAIN IN AGRICULTURAL USE, NO NEW CONSTRUCTION OR CHANGE IN LAND USE IS PLANNED AT THIS TIME ON PARCEL NO. 4.
13. IRON PINS TO BE SET AT ALL LOT CORNERS UPON APPROVAL OF FINAL PLAN
14. TWO OFF-STREET PARKING SPACES AND A TURN-AROUND AREA ARE PROVIDED ON EACH OF THE EXISTING LOTS BEING ADDED TO.
15. THE DEVELOPER SHALL BE RESPONSIBLE FOR CONTACTING ALL UNDERGROUND UTILITIES BEFORE STARTING ANY EXCAVATION AND/OR CONSTRUCTION BY TELEPHONING 1-800-242-1776.
16. NO NEW CONSTRUCTION OR EARTH MOVING ACTIVITIES ARE PROPOSED BY THIS PLAN. THEREFORE, NO STORMWATER MANAGEMENT OR SEDIMENTATION AND EROSION CONTROL MEASURES HAVE BEEN SHOWN.

RIGHT OF WAY GRANT

BE IT KNOWN that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY and to the undersigned of the sum of One Dollar (\$1.00) and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Company, its successors and assigns, is hereby granted by the undersigned the uninterrupted right, liberty and privilege to erect, operate and maintain, as renew, add to, relocate and remove such facilities including poles, wires, anchor guys and appurtenances immediately outside the legal right of way limits of a public highway known as Limestone Road on the west side thereof as now existing or as may be subsequently established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances over-hanging the said premises immediately adjacent thereto) located at a point approximately no feet south from intersecting highway known as Swan Road and extending south for a distance of approximately 1630 feet, bounded on the south by lands now or late of Mary E. Varnes and on the north by lands now or late of Swan Road

in the Township of West Sadsbury, County of Chester, State of Pennsylvania, And Also the further right and privilege to erect, install, operate and maintain such facilities including underground conduits, cables, manholes, gas mains, gas service pipes and appurtenances solely within the legal right of way limits of said Limestone Road and abutting the above described premises, as shall be necessary for the purpose of transmitting and distributing adequate and sufficient electric light, heat, power, gas, ~~water~~ and ~~other~~ service to the various residences, premises and other users in the vicinity, including the right of ingress and egress to inspect, renew, repair or remove the said poles, wires, cables, anchor guys, underground conduits, manholes, gas mains, gas service pipes and appurtenances from time to time the Company shall deem requisite or proper for the purposes aforesaid; as well as the further right to permit others to use the poles erected under this grant in order to extend telephones or telegraph service.

And the undersigned further give and grant to the said Company, its successors and assigns, the uninterrupted right, liberty and privilege to install and maintain upon the aforesaid premises one push brace, to be located at a point approximately 80 feet north from the south property line of aforesaid premises and 10 feet west from pole line location; together with the right of ingress and egress to inspect, renew, repair or remove the aforesaid facilities.

EXECUTED this 21st day of March A. D. 1945.  
In the presence of:

Walter C. Jones  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Noah Hershey [SEAL]  
Marie Hershey [SEAL]  
I hereby certify that the actual consideration is less than \$100. [SEAL]  
H. S. Roberts, Agent. [SEAL]

STATE OF PENNSYLVANIA } ss:  
COUNTY OF CHESTER }

On this 21st day of March A. D. 1945, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Coatesville, PA. personally appeared the above named Noah Hershey & Marie Hershey his wife, and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such.

Witness my hand and Notarial Seal the day and year first aforesaid.

Solicited by: John Fleck  
Transcribed by: Gleason  
Compared by: FORD RAMSEY  
Recorded April 5, 1945.

Harold W. Hood, Notary Public  
My Commission expires:  
January 27, 1948.

NOTARIAL SEAL

78/338

RIGHT OF WAY GRANT

W-2675

BE IT KNOWN that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY ~~INC~~ to the undersigned of the sum of One Dollar (\$1.00) and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the said ~~Company~~ its successors and assigns, is hereby granted by the undersigned the uninterrupted right, liberty and privilege to erect, operate and maintain, ~~add to, renew, add to, relocate and remove~~ such facilities including poles, wires, anchor guys and appurtenances immediately inside the legal right of way limits of a public highway known as Limestone Road on the west side thereof as now existing or as may be subsequently established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances over-hanging the said premises immediately adjacent thereto) located at a point approximately no feet south from intersecting highway known as Lincoln Highway north and extending South for a distance of approximately 2300 feet, bounded on the by ~~Lincoln Highway~~ Lincoln Highway and on the south by ~~Swan Road~~ Swan Road

in the Township of West Sadsbury, County of Chester, State of Pennsylvania, and remove ~~add to, renew, add to, relocate and remove~~ Also the further right and privilege to erect, install, operate and maintain such facilities including underground conduits, cables, manholes, gas mains, gas service pipes and appurtenances solely within the legal right of way limits of said Limestone Road abutting the above described premises, as shall be necessary for the purpose of transmitting and distributing adequate and sufficient electric light, heat, power, ~~gas~~ service to the various residences, premises and other users in the vicinity, including the right of ingress and egress to ~~erect, install, operate and maintain~~ such poles, wires, lines, anchor guys, underground conduits, manholes, gas mains, gas service pipes and appurtenances and the right to trim and keep trimmed, in a workmanlike manner, all trees to provide proper clearance for the safety of operation of the aforesaid facilities as from time to time the Company shall deem requisite or proper for the purposes aforesaid; as well as the further right to permit others to use the poles erected under this grant in order to extend telephone or telegraph service.

EXECUTED this 26th day of May A. D. 1950  
 In the presence of:

H. W. Hood

Noah Hershey

Marie Hershey

I hereby certify that the actual consideration is less than \$100.

H. S. Roberts, Agent

STATE OF PENNSYLVANIA } ss:  
 County of Chester

ON THIS 26th day of May A. D. 1950, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in Coatesville, Pa. personally appeared the above named Noah Hershey & Marie Hershey his wife and in due form of law acknowledged the foregoing Grant to be their act and deed and desired the same might be recorded as such.

Witness my hand and Notarial Seal the day and year first aforesaid.

Harold W. Hood, Notary Public

My Commission expires: Jan 27, 1953

NOTARIAL SEAL

Subscribed by: Durante  
 Transcribed by: WAWSEY KRAUSER  
 Compared by: WAWSEY KRAUSER  
 Recorded: June 12, 1950

94/379



: \$10.00

RIGHT OF WAY  
NOAH HERSHEY

: Received of THE AMERICAN TELEGRAPH AND TELEPHONE COMPANY OF PENNSYLVANIA Ten and 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and

THE AMERICAN TELEGRAPH AND  
TELEPHONE COMPANY OF  
PENNSYLVANIA

surface testing-terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in five contiguous tracts of land containing together approx. 163 acres, 103.5 perches 2100 square feet described in Deed Book N-21, Volume 510, Page 71, and acquired by deed from James Latta and Anna Wilson Latta, his wife in the townships of Sadsbury and West Sadsbury, County of Chester, and State of Pennsylvania, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers

82/367

beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and five feet north of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for himself, his heirs, executors, administrators, successors, and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantors agree to pay for damage to fences and growing crops arising from the construction and maintenance of the strip-said systems.

Signed and sealed this 19 day of October, 1946, at Parkesburg, Pa.

Witness:

Edward T. McGetrick

Noah Hershey

(SEAL)

.....  
: \$1.10 :  
: I.R. :  
: STAMP :  
.....

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CHESTER, ss.

On this, the 19th day of October, 1946 before me Ralph E, Eby, Jr., the undersigned officer, personally appeared Noah Hershey known to me to be the person whose name is 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.

Ralph W. Eby, Jr., Notary Public

My commission expires at end of

Next Session of the Senate

Commissioned in & for Lancaster Co.

.....  
: NOTARIAL :  
: SEAL :  
.....

The residence of the within named grantee is  
216 Bourse Building, Philadelphia 6, Pa.

Edward T. McGetrick

on behalf of said grantee.

Transcribed by: Richmond

Compared by: DIXON RAMSEY

Recorded October 31, 1946

3/4  
mm  
msc  
20.01

### UTILITY EASEMENT AGREEMENT

This Agreement is made as of this 6<sup>th</sup> day of May, 2002, by ALTA M. HERSHEY and NOAH L. HERSHEY, husband and wife (hereinafter jointly "Grantor") and JAMES A. KENNEL and BETH A. KENNEL, husband and wife (hereinafter jointly "Grantee").

#### I. BACKGROUND

A. Grantor is the owner of a certain parcel of land referred to as "Other Land of Alta M. Hershey (the "Hershey Property") as shown on that certain Final Subdivision Plan For Alta M. Hershey situated in the Township of West Sadsbury, Chester County, Pennsylvania situated along the East side of former Limestone Road dated December 21, 2001, last revised February 14, 2002 and prepared by Stapleton & Leisey, Professional Land Surveyors bearing plan number 2001-36 (the "Plan"). An excerpt of the Plan is attached hereto as Exhibit "A".

B. Grantee is the owner of that parcel of land designated on the Plan as Land of James A. Kennel and Beth A. Kennel ("the "Kennel Property"). The Kennel Property is currently served with electricity and telephone service partly located upon the Hershey Property.

C. Grantor, by this Agreement, for the consideration of One Dollar (\$1.00), the mutual promises contained herein and intending to be legally bound hereby grants certain easements as more fully provided below, over under and across the Hershey Property to provide access to the existing electric lines, poles and appurtenances and the existing telephone lines, poles and appurtenances located upon in and under the Hershey Property for the benefit of the house located upon the Kennel Property.

#### II AGREEMENT

NOW THEREFORE, Grantor and Grantee (Grantor and Grantee are sometimes referred to herein as a "Lot Owner" or "Lot Owners") hereby agree as follows:

KB

1. Right of Way; Utilities. The Grantee and their successors and assigns in title to the Kennel Property as well as their agents, employees, contractors, licensees, invitees, tenants and subtenants shall have the right at all times hereafter of access to and from the existing electric lines, poles and appurtenances ( the "Electric Service") and the existing telephone lines, poles and appurtenances (the "Telephone Service") that may be located within the Hershey Property and serving the Kennel Property for the purposes set forth in Item 3, below..

2. Limitation of Rights of Way. The Grantee shall not unreasonably interfere with the use of the Hershey Property in connection with the exercise of the rights granted herein. The location of the Electric Service and the Telephone Service shall not be

RETURN TO: KEEN, KEEN & GOOD  
3460 LINCOLN HIGHWAY  
THORNDALE, PA 10382

RETURN TO

10081157  
Page 1 of 3  
B-5273 P-1414  
05/05/2002 11:02A  
KEEN, KEEN & GOOD

Doc Id: 10081157  
Receipt #: 39300  
Rec Fee: 20.50  
This Document Recorded  
05/05/2002  
11:02AM  
Doc Code: MSC Chester County, Recorder of Deeds Office

substantially altered except after the prior permission of the Grantor which shall not be unreasonably withheld.

3. Maintenance and Repair. The Grantee, their successors and assigns, shall be permitted access upon, across, over and under the Hershey Property for the purpose of maintaining, repairing and replacing the Electric Service and the Telephone Service.

4. Indemnification. The Grantee hereby agree to indemnify and hold harmless the Grantor, their successors and assigns, from and against any and all claims, actions, damages, judgments or awards arising out of or related to the exercise of the rights granted to the Grantees relating to the maintenance, repair or replacement of the Electric Service or the Telephone Service on the Hershey Property.

5. Restoration. Interference. If the Hershey Property is disturbed in connection with the exercise of the rights granted to the Grantee herein, the Grantee shall be fully responsible, at the Grantee's sole cost and expense, for restoring the surface of the Hershey Property to at least as good a condition as existed prior thereto which will include, but not necessarily be limited to, grading and seeding of unpaved areas and the paving and resurfacing of any paved area.

6. Heirs and Assigns: Covenants Running with the Land. The rights and obligations granted and provided for herein are intended to bind the heirs, successors and assigns of the Lot Owners, their successors and assigns, and are covenants running with the land.

7. Termination. This Easement Agreement may be terminated by the mutual agreement of Grantor and Grantee, their heirs, successors and assigns.

8. Entire Obligation. This Agreement represents the entire obligation with regard to easement rights and obligations over and across the Hershey Property and incorporates any and all prior written and oral understandings.

**INTENDING** to be legally bound hereby, Grantor and Grantee have executed this Utility Easement Agreement as of the date and year first written above.

BEING PART OF UPI #36-5-11. ✓  
Witness:

[Signature]  
[Signature]

Witness:  
[Signature]  
[Signature]

The address of the Grantees is:  
3561 Leike Road  
Parkesburg, PA 19365

Alta M. Hershey  
Alta M. Hershey  
Noah L. Hershey  
Noah L. Hershey

James A. Kennel  
James A. Kennel  
Beth A. Kennel  
Beth A. Kennel

10081157  
Page 3 of 3  
B-5273 P-1414  
05/06/2002 11:02A  
KEEN KEEN & GOOD

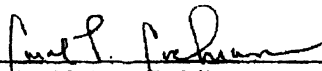
COMMONWEALTH OF PENNSYLVANIA

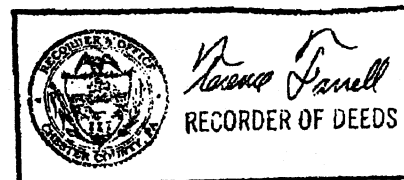
SS:

COUNTY OF CHESTER

On this, the 6<sup>th</sup> day of May, 2002, before me, the undersigned officer personally appeared Alta M. Hershey, Noah L. Hershey, James A. Kennel and Beth A. Kennel who acknowledged themselves to be the persons known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and that they executed the foregoing instrument for the purposes therein contained.

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

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



KEEN KEEN & GOOD

05/09/2002 11:02A

10081157

Page 3 of 3

B-5273 P-1414

RETURN TO

31.50  
2.50  
2

**SEWER AND WATER EASEMENT AGREEMENT**

ALH  
ALTA  
ATFA

THIS AGREEMENT is made this 29 day of APRIL, 1999 between

**M. HERSHEY ("Grantor") and WOLFSON-VERRICCHIA GROUP, INC., INC.,** a Pennsylvania corporation ("Grantee").

**Background**

The Grantor is the owner of certain property in Sadsbury and West Sadsbury Townships, Chester County, Pennsylvania ("Grantor's Property"), which is described more fully in **Exhibit "A"** attached hereto. The Grantee has entered into an agreement to purchase certain real property that is located adjacent to or in the vicinity of Grantor's Property ("Grantee's Property"), on which Grantee intends to construct a retail shopping center ("Grantee's Project"). Grantee's Property is described more fully in **Exhibit "B"** attached hereto and made a part hereof. To provide sanitary sewer service and water service to Grantee's Project, Grantee desires to construct and install sanitary sewer pipes, water pipes and related facilities (collectively, the "Utility Facilities") on and under a twenty foot (20') wide strip of land on Grantor's Property, which strip of land is designated on the plan attached hereto as **Exhibit "C"** (the "Plan") as "Utility Easement" (the "Easement Area"). The Easement Area is described more fully in **Exhibit "D"** attached hereto. As shown on the Plan, the eastern boundary of the twenty foot (20') wide Easement Area is the municipal line that divides West Sadsbury Township and Sadsbury Township, and such Easement Area extends twenty feet (20') in a westerly direction from such municipal line. Grantor now desires to grant an easement to Grantee over the Easement Area on the terms set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its

ITLS/4635-5/61373 1

6-15-14

successors and assigns, the right and easement to enter upon the Grantor's Property and to install the Utility Facilities in the Easement Area, together with the perpetual right and easement to obtain water and sewer service using the Utility Facilities, and any replacements thereof and additions thereto. In addition to the permanent easement granted above, Grantee shall also have a temporary right and easement to enter upon and use the Easement Area, and the area immediately adjacent to the Easement Area, for all purposes reasonably necessary and related to the installation of the Utility Facilities, which right shall include, without limitation, the right to temporarily locate and store equipment and machinery. Grantee shall confine its activities on Grantor's Property to those portions of Grantor's Property in West Sadsbury Township.

2. **Maintenance: Operation.** Grantee shall be responsible for maintaining, repairing and replacing the Utility Facilities, at Grantee's sole expense, and Grantee shall have a right and easement to enter upon the Grantor's Property and Easement Area for the purpose of performing such work. Grantee shall promptly restore, re-pave and re-seed, to their original condition, all portions of the Grantor's Property disturbed by Grantee's activities, including Grantee's activities in connection with the initial installation of the Utility Facilities. Grantee shall use reasonable efforts to not unreasonably interfere with Grantor's use of the Grantor's Property.

3. **Grantor's Use of Easement Area.** Grantor shall retain the right to use and enjoy the Easement Area for all lawful purposes, provided that neither Grantor, nor its successors and assigns, shall or will, at any time hereafter, build, install, construct, plant or locate any temporary or permanent buildings or structures, or any trees, shrubs or other landscaping, except trees, shrubs and other landscaping which will not grow to more than six (6) feet in height, on or within the Easement Area.

4. **Indemnification.** Grantee hereby agrees to indemnify and hold Grantor

JLS/MSJ-S/01371\_1

UN

6-15-99

harmless from any liability, cost or expense incurred by Grantor by reason of injury to persons or damage to property arising out of or in connection with the construction, maintenance, repair, replacement or use of the Utility Facilities, except for such liability, cost or expense caused by the negligence of Grantor, its agents, employees or independent contractors.

5. Miscellaneous. This Agreement contains the entire Agreement among the parties regarding the transactions described herein. This Agreement shall not be modified without the prior written agreement of Grantor and Grantee. This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee, and their respective successors and assigns, and the terms of this Agreement shall run with the title to the Grantor's Property and shall bind all future owners thereof. This Agreement may be assigned by Grantor. Notwithstanding anything herein to the contrary, Grantee's obligations hereunder shall terminate at such time, if any, that the Utility Facilities are dedicated to any governmental agency or authority.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written

above.

Witness

*[Handwritten signature]*

*Alta M Hershey*  
ALTA M. HERSHEY  
ALTA A M H

[SEAL]

WOLFSON-VERRICCHIA GROUP, INC.

Attest:

*[Handwritten signature]*  
Thomas F. Verrichia, Sec. 4-15-99

By: *[Handwritten signature]* 4-15/99  
Steven B. Wolfson, COB



COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF Montgomery :

On this 15<sup>th</sup> day of June, 1999, before me, a notary public, the undersigned officer, personally appeared Alta M. Hershey, known to me (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that he executed the same, being authorized to do so, for the purposes therein contained.

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

Dorothy L. Mansfield  
NOTARY PUBLIC  
MY COMMISSION EXPIRES

NOTARIAL SEAL  
DOROTHY L. MANSFIELD, Notary Public  
Norristown Boro, Montgomery County  
My Commission Expires June 11, 2001

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF Montgomery :

On this 15<sup>th</sup> day of June, 1999, before me, a notary public, the undersigned officer, personally appeared Steven B. Wolfson, the Chairman of the Board of WOLFSON-VERRICCHIA GROP, INC., known to me (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that he executed the same, being authorized to do so, for the purposes therein contained.

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

Dorothy L. Mansfield  
NOTARY PUBLIC  
MY COMMISSION EXPIRES

NOTARIAL SEAL  
DOROTHY L. MANSFIELD, Notary Public  
Norristown Boro, Montgomery County  
My Commission Expires June 11, 2001

**EXHIBIT A**

**"GRANTOR'S PROPERTY"**

**ALTA M. HERSHEY PROPERTY**

**THAT CERTAIN PROPERTY LOCATED IN WEST SADSBUY TOWNSHIP  
CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA BEING  
KNOWN AS LOT 11, TAX MAP 36-5.**

**BK4627PG0661**

EXHIBIT B  
'GRANTEE'S PROPERTY'



# CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

Gwynedd Corp. Center  
1120 Welsh Road  
Suite 200  
North Wales, PA 19454  
215.412.9055  
215.412.0861 fax

776 Mountain Boulevard  
Watchung, NJ 07060  
908.668.0099  
908.668.9595 fax

June 25, 1999  
CP97047

**METES AND BOUNDS DESCRIPTION  
LOTS 86 & 87, TAX MAP SHEET 36-3  
WEST SADBURY & SADBURY TOWNSHIPS  
CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**BEGINNING AT THE INTERSECTION OF THE DEED LINE & CENTERLINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30 (A.K.A. LINCOLN HIGHWAY, A.K.A. LR 142, A.K.A. SR 0030, VARIABLE WIDTH RIGHT-OF-WAY) AND THE DIVIDING LINE BETWEEN LOTS 82 & 86, THENCE;**

1. CONTINUING ALONG THE DEED LINE AND CENTERLINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30, SOUTH 82 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 51.31 FEET TO A POINT, THENCE;
2. ALONG THE DIVIDING LINE BETWEEN LOTS 86 & 87.1, SOUTH 05 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 511.51 FEET TO A POINT, THENCE;
3. ALONG THE COMMON DIVIDING LINE BETWEEN 86, 87.1 & 87.2, SOUTH 82 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 300.00 FEET TO A POINT, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN LOTS 87 & 87.2, NORTH 05 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 511.51 FEET TO A POINT ON THE DEED LINE AND CENTERLINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30, THENCE;
5. CONTINUING ALONG THE DEED LINE AND CENTERLINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30, SOUTH 82 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 576.71 FEET TO A POINT, THENCE;
6. CONTINUING ALONG THE DEED LINE OF LOT 87, SOUTH 04 DEGREES 53 MINUTES 25 SECONDS EAST, A DISTANCE OF 71.17 FEET TO A POINT ON THE LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30, THENCE;
7. CONTINUING ALONG THE LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30, SOUTH 82 DEGREES 26 MINUTES 18 SECONDS EAST, A DISTANCE OF 582.65 FEET TO A POINT OF CURVATURE, THENCE;



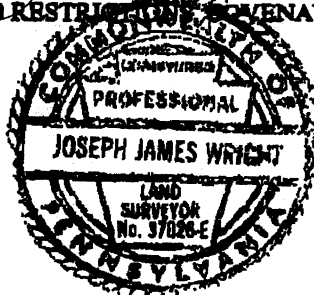
**CONTROL POINT  
ASSOCIATES, INC.**

8. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, TURNING A CENTRAL ANGLE OF 78 DEGREES 17 MINUTES 06 SECONDS, AN ARC LENGTH OF 88.81 FEET, A CHORD BEARING SOUTH 43 DEGREES 17 MINUTES 45 SECONDS EAST AND A CHORD DISTANCE OF 82.06 FEET TO A POINT OF TANGENCY ON THE LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY ROUTE 10 (A.K.A. OCTORARO TRAIL, A.K.A. LR 274-4, A.K.A. SR 0010, VARIABLE WIDTH RIGHT-OF-WAY), THENCE;
9. CONTINUING ALONG THE LEGAL RIGHT-OF-WAY LINE OF PENNSYLVANIA STATE HIGHWAY ROUTE 10, SOUTH 04 DEGREES 09 MINUTES 12 SECONDS EAST, DISTANCE OF 318.53 FEET TO A POINT OF CURVATURE, THENCE;
10. CONTINUING ALONG THE SAME, BY THE ARC OF A CIRCLE, HAVING A RADIUS OF 2,478.12 FEET, TURNING A CENTRAL ANGLE OF 23 DEGREES 42 MINUTES 55 SECONDS, AN ARC LENGTH OF 1,025.72 FEET, A CHORD BEARING SOUTH 16 DEGREES 00 MINUTES 40 SECONDS EAST AND A CHORD DISTANCE OF 1,018.41 FEET TO A POINT, THENCE;
11. ALONG THE DIVIDING LINE BETWEEN LOTS 87 & 11, SOUTH 62 DEGREES 07 MINUTES 53 SECONDS WEST, A DISTANCE OF 882.26 FEET TO A POINT, THENCE;
12. ALONG THE COMMON DIVIDING LINE BETWEEN LOTS 87, 151 & 10, NORTH 04 DEGREES 53 MINUTES 25 SECONDS WEST, A DISTANCE OF 1,413.02 FEET TO A POINT, THENCE;
13. ALONG THE DIVIDING LINE BETWEEN LOTS 86 & 151, NORTH 82 DEGREES 30 MINUTES 43 SECONDS WEST, A DISTANCE OF 917.60 FEET TO A POINT, THENCE;
14. ALONG THE DIVIDING LINE BETWEEN LOTS 86 & 151, NORTH 05 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 968.85 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,810,700 SQUARE FEET OR 41.568 ACRES

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

*(Signature)*  
 JOSEPH J. WRIGHT, P.L.S.  
 PENNSYLVANIA PROFESSIONAL  
 LAND SURVEYOR NO. SU-037826-B  
 JGW/8  
 CPA/97047LD



7/13/99  
 DATE

BK4627PG0663

EXHIBIT B  
"GRANTEE'S PROPERTY"



# CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

Gwynedd Corp. Center  
1120 Welsh Road  
Suite 200  
North Wales, PA 19454  
215.412.9055  
215.412.0861 fax

776 Mountain Boulevard  
Watchung, NJ 07060  
908.668.0099  
908.668.9595 fax

July 8, 1999  
CP97047

**METES AND BOUNDS DESCRIPTION  
LOT 151, TAX MAP SHEET 36-3  
WEST SADSBUARY & SADSBUARY TOWNSHIPS  
CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA**

BEGINNING AT THE INTERSECTION OF THE DEED LINE AND CENTERLINE OF PENNSYLVANIA STATE HIGHWAY U.S. ROUTE 30 (A.K.A. LINCOLN HIGHWAY, A.K.A. SR 142, A.K.A. SR 0030) WITH THE DIVIDING LINE BETWEEN LOTS 82 & 151, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. CONTINUING ALONG THE DEED LINE AND CENTERLINE OF PENNSYLVANIA STATE HIGHWAY US ROUTE 30, SOUTH 82 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 51.31 FEET TO A POINT, THENCE;
2. ALONG THE DIVIDING LINE BETWEEN LOT 151 AND LOT 86 (TAX MAP 36-3), SOUTH 05 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 968.85 FEET TO A POINT, THENCE;
3. CONTINUING ALONG THE SAME, SOUTH 82 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 917.68 FEET TO A POINT, THENCE;
4. ALONG THE DIVIDING LINE BETWEEN LOT 151 AND LOT 87 (TAX MAP 36-3), SOUTH 04 DEGREES 53 MINUTES 25 SECONDS EAST, A DISTANCE OF 583.64 FEET TO A POINT, THENCE;
5. ALONG THE DIVIDING LINE BETWEEN LOTS 151 & 10, SOUTH 85 DEGREES 06 MINUTES 35 SECONDS WEST, A DISTANCE OF 988.07 FEET TO AN IRON PIN FOUND, THENCE;
6. ALONG THE DIVIDING LINE BETWEEN LOTS 151 & 88, NORTH 05 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 1,289.43 FEET TO AN IRON BAR FOUND, THENCE;
7. ALONG THE DIVIDING LINE BETWEEN LOTS 151 & 82, SOUTH 82 DEGREES 29 MINUTES 37 SECONDS EAST, A DISTANCE OF 51.31 FEET TO A POINT, THENCE;
8. CONTINUING ALONG THE SAME, NORTH 05 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 481.82 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 759,976 SQUARE FEET OR 17.446 ACRES

BK 4627PG0664

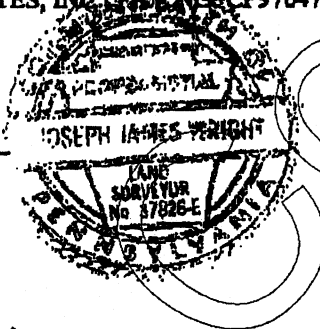


**CONTROL POINT  
ASSOCIATES, INC.**

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

THIS DESCRIPTION IS WRITTEN BASED UPON A MAP ENTITLED "BOUNDARY SURVEY,  
WOLFSON-VERRICCHIA GROUP, INC., LOT 151, TAX MAP SHEET 36-5, WEST SADSBRURY &  
SADSBRURY TOWNSHIPS, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA",  
PREPARED BY CONTROL POINT ASSOCIATES, INC. FILE NO. CP97047A, DATED 6/29/99.

*[Handwritten Signature]*  
JOSEPH J. WRIGHT, P.L.S.  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR NO. SU-037826-B



7/13/99  
DATE

JAA/vr  
CPA/97047LD2

Unofficial

BK4627PG0665

**EXHIBIT "C"**

**PLAN**

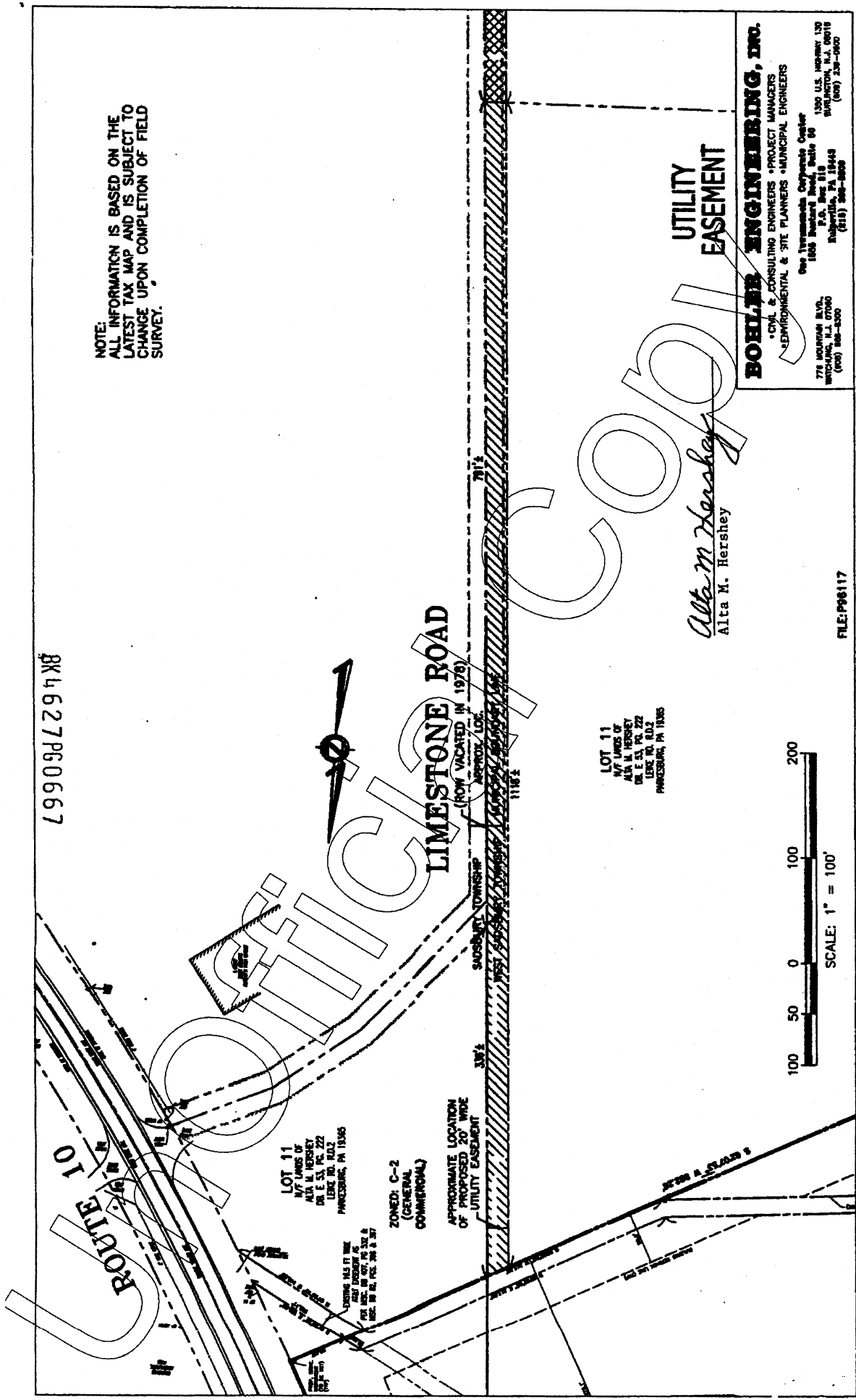
**See Attached**

Unofficial Copy

111 210031 5761373\_1

BK 4 627 PG 0667

NOTE:  
ALL INFORMATION IS BASED ON THE  
LATEST TAX MAP AND IS SUBJECT TO  
CHANGE UPON COMPLETION OF FIELD  
SURVEY.



LOT 11  
1/4 LOTS OF  
ALTA M. HERSHEY  
DE E 33, PG 222  
LEKE RD. 10.0 L  
PHILADELPHIA, PA 19105

ZONED: C-2  
(GENERAL  
COMMERCIAL)

APPROXIMATE LOCATION  
OF PROPOSED 20' WIDE  
UTILITY EASEMENT

LOT 11  
1/4 LOTS OF  
ALTA M. HERSHEY  
DE E 33, PG 222  
LEKE RD. 10.0 L  
PHILADELPHIA, PA 19105

UTILITY  
EASEMENT

*Alta M. Hershey*  
Alta M. Hershey

**BOHLER ENGINEERING, INC.**  
• CIVIL & CONSULTING ENGINEERS • PROJECT MANAGERS  
• ENVIRONMENTAL & SITE PLANNERS • MUNICIPAL ENGINEERS  
One Pennsylvania Corporate Center  
1605 Nutcracker Road, Suite 50  
P.O. Box 118  
Hagerstown, PA 17948  
(610) 368-1800

774 Mountain Blvd.  
Hagerstown, PA 17948  
(610) 368-1800

1350 U.S. Highway 130  
Hagerstown, PA 17948  
(610) 338-0000

FILE: P98117



**EXHIBIT "D"**

**EASEMENT AREA**

See Attached

Unofficial Copy

JLSM633-8/61373\_1

BK4627PG0668



# CONTROL POINT ASSOCIATES, INC.

BOUNDARY & TOPOGRAPHIC SURVEYS • SUBDIVISIONS • CONSTRUCTION STAKEOUT

Gwynedd Corp. Center  
1120 Welsh Road  
Suite 200  
North Wales, PA 19454  
215.412.9055  
215.412.0861 fax

776 Mountain Boulevard  
Watchung, NJ 07060  
908.668.0099  
908.668.9595 fax

July 12, 1999  
CP97047

**METES AND BOUNDS DESCRIPTION  
20 FOOT WIDE PROPOSED UTILITY EASEMENT  
PART OF LOT 11, TAX MAP 36-5  
WEST SADBURY TOWNSHIP  
CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA**

BEGINNING AT THE INTERSECTION OF THE DIVIDING LINE BETWEEN LOTS 11.1 & 11 AND THE FORMER CENTERLINE OF LIMESTONE ROAD, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

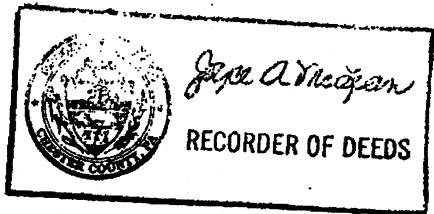
1. ALONG THE DIVIDING LINE BETWEEN LOTS 11.1 & 11, NORTH 89 DEGREES 12 MINUTES 55 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT, THENCE;
2. ALONG A LINE THROUGH LOT 11, NORTH 01 DEGREE 33 MINUTES 10 SECONDS EAST, A DISTANCE OF 1,287.17 FEET TO A POINT ON THE DIVIDING LINE BETWEEN LOT 11 (TAX MAP 36-5) AND LOT 87 (TAX MAP 36-3), THENCE;
3. ALONG THE DIVIDING LINE BETWEEN LOT 11 (TAX MAP 36-5) AND LOT 87 (TAX MAP 36-3), NORTH 62 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 22.96 FEET TO A POINT, THENCE;
4. ALONG A LINE RUNNING THROUGH LOT 11 AND ALONG THE COMMON DIVIDING LINE BETWEEN LOT 11 (TAX MAP 36-5), (WEST SADBURY TOWNSHIP), LOT 1.1A, (TAX MAP 37-3), (SADBURY TOWNSHIP), LOT 1.1B, (TAX MAP 37-3), SADBURY TOWNSHIP AND LOT 1.1 (TAX MAP 37-3), (SADBURY TOWNSHIP), SOUTH 01 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 1,298.19 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 25,854 SQUARE FEET OR 0.60 ACRE MORE OR LESS

THIS DESCRIPTION IS WRITTEN BASED UPON A MAP ENTITLED "FINAL SUBDIVISION PLAN FOR ALTA M. HRSHEY, SADBURY TWP. & WEST SADBURY TWP., CHESTER COUNTY, PENNSYLVANIA, LAST REVISED MAY 19, 1993 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS OFFICE, MAP NO. 12176."

JAA/6r  
CPA/97047MB2

BK 4627 PG 0669



DATE: 08/31/1999 TIME: 10:59A INST NO.: 72239

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 033025 TYPE DOC : MISC

REC FEE	:	31.00
LDC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.50

DATE: 08/31/1999 TIME: 10:59A INST NO.:

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 033025 TYPE DOC : CD REC FUND

REC FEE	:	1.00
LDC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.00

DATE: 08/31/1999 TIME: 10:59A INST NO.:

CHESTER COUNTY, PA  
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 033025 TYPE DOC : RE REC FUND

REC FEE	:	1.00
LDC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.00

BK4627PG0670



pm

**RETURN TO**

Prepared by and mail after recording to:  
Moore & Van Allen PLLC (HHH)  
100 North Tryon Street, 47<sup>th</sup> Floor  
Charlotte, North Carolina 28202-4003

Part of 37-3-1.1  
37-3-1.1B ✓

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Agreement") is made this 6<sup>th</sup> day of January, 2005, by and between Alta Hershey, an Individual ("Grantor"), and A. CHARLES ARTINIAN, an individual ("Grantee").

10/2  
MSA

**RECITALS:**

- A. Grantor is the owner in fee simple of certain real property located in Sadsbury Township, Chester County, Pennsylvania and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor Property").
- B. Grantee is the owner in fee simple of certain real property located adjacent to the Grantor Property and more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Grantee Property").
- C. Grantor and Grantee desire to enter into this Agreement in order to provide for a construction easement for the benefit of the Grantee Property and to acknowledge that storm water from the Grantee Property drains onto the Grantor Property, all in accordance with the terms and provisions set forth in this Agreement.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the recitals, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

Section 1 Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

This Document Recorded  
03/24/2005  
01:03PM  
Doc Code: MSA Chester County, Recorder of Deeds Office

Doc Id: 10516858  
Receipt #: 213628  
Rec Fee: 45.50



MOORE & VAN ALLEN

03/24/2005 01:03P

10516858  
Page: 1 of 10  
B-6443 P-1181

CHAR21350059v2

Section 2. Temporary Construction Easement. Grantor does hereby grant, bargain, sell and convey to Grantee, and his successors and assigns, a temporary construction easement (the "Temporary Construction Easement") over, upon and across the portion of the Grantor Property shown cross-hatched on Exhibit C attached hereto and incorporated herein by reference (the "Temporary Construction Easement Area") for the installation and construction of certain improvements related to the storm water drainage system now or hereafter located on the Grantee Property (the "Improvements"); TO HAVE AND TO HOLD, the Temporary Construction Easement and all rights and privileges thereto appertaining, unto Grantee, and his successors and assigns in title, until the date that is one (1) year after the date of this Agreement. Grantee agrees to bear and pay all costs with respect to the construction and installation of the Improvements. Grantee shall cause all work performed in connection with the construction of the Improvements (including general clean-up) to be completed with reasonable diligence and in a good and workmanlike manner. Grantee agrees to use all reasonable efforts to assure that any entry upon the Grantor Property necessary in connection with the construction and installation of the Improvements shall be performed in such a manner so as to limit and minimize interference with Grantor's use of the Grantor Property and damage to any of the improvements located thereon.

Section 3. Acknowledgment of Storm Water Drainage. Grantor hereby acknowledges that storm water from the Grantee Property has in the past and will continue in the future to drain onto the Grantor Property.

Section 4. Private Agreement. This Agreement does not and shall not be construed to grant any rights to the public in general.

Section 5. Binding Effect. The easements granted herein shall be appurtenant to and shall run with the Grantor Property and shall be binding upon Grantor and its successors and assigns. Such easements shall inure to the benefit of Grantee and its tenants, customers, invitees, licensees, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



MOORE & VAN ALLEN

03/24/2005 01:03P

10516858

Page 2 of 10

B-6443 P-1181

CHAR21870059v1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authority duly given, as of the date first written above.

Grantor:

Alta Hershey

Signed, sealed and delivered  
in the presence of:

Janet D. Spille  
Witness

Print Name: Janet D. Spille

By:

Name: Alta Hershey

Title: As Individual

STATE OF PENNSYLVANIA

COUNTY OF CHESTER

I, Janet D. Spille, a Notary Public of the aforesaid County and State, do hereby certify that Alta Hershey of Parquesburg, PA, an individual, personally appeared before me this 6th day and acknowledged the execution of the foregoing instrument on behalf of the Grantor.

Janet D. Spille  
Notary Public

My Commission Expires:

12/12/2005

NOTARIAL SEAL  
JANET D. SPILLE, Notary Public  
Parquesburg Boro., Chester County  
My Commission Expires December 12, 2005

[NOTARIAL SEAL]

\* January 6, 2005



10516858  
Page 3 of 10  
B-6443 P-1181

Grantee:

Signed, sealed and delivered  
in the presence of:

By: *A. Charles Artinian*  
A. Charles Artinian

*Janet D. Spille*  
Witness  
Print Name: Janet D. Spille

STATE OF PENNSYLVANIA

COUNTY OF CHESTER

I, Janet D. Spille, a Notary Public of the aforesaid County and State, do hereby certify that A. Charles Artinian personally appeared before me this day\* and acknowledged the execution of the foregoing instrument.

*Janet D. Spille*  
Notary Public

My Commission Expires:

12/12/2005

[NOTARIAL SEAL]

NOTARIAL SEAL  
JANET D. SPILLE, Notary Public  
Parkesburg Boro., Chester County  
My Commission Expires December 12, 2005

\* January 6, 2005



VOORE & VAN ALLEN

03/24/2005 01:03P

10516858  
Page: 4 of 10  
B-6443 P-1181

Exhibit A

Description of the Grantor Property

ATTACHED

Unofficial Copy



MOORE & VAN ALLEN

03/24/2005 01:03P

10516858  
Page 5 of 10  
B-6443 P-1181



Being all of tax parcel 35-5-11 and 37-3-1.1 owned by Alta M. Hershey

Deed reference E-53-222

Unofficial Copy



MOORE & VAN ALLEN

03/24/2005 01:03P

10516858

Page 6 of 10

B-6443 P-1181

**Exhibit B**

**Description of the Grantee Property**

**ATTACHED**

Unofficial Copy



MOORE & VAN ALLEN

03/24/2005 01:03P

10516858

Page 7 of 10

B-6443 P-1181

ALL THAT CERTAIN lot of land, Hereditaments and Appurtenances, situated in Sadsbury Township, Chester County, Pennsylvania, bounded and described in accordance with a Subdivision Plan for Alta M. Hershey made by John D. Stapleton, III, dated February 26, 1993 and recorded as Plan #12176.

BEGINNING at a point on the Westerly side of PA Route 10 (L.R. 274) said point of beginning being a Northeasterly corner of Lot #2 as shown on said Plan, and the Southeasterly corner of the about to be described lot; thence from said point of beginning and extending along said Lot #2 North 87 degrees 27 minutes and 00 seconds West 998.35 feet to a point on the Township Line separating Sadsbury and West Sadsbury; thence extending along said Township Line (also former Limestone Road, now vacated) North 1 degree 33 minutes and 10 seconds East 389.52 feet to a point a corner of lands now or late of Hershey's Farm Market; thence extending along said lands of Hershey's Farm Market South 89 degrees 18 minutes 00 seconds East 559.44 feet to a point of curve on the side of the aforementioned PA Route 10; thence extending along side of said road, along the curve of a circle having a radius of 2478.12 feet, the arc distance of 605.63 feet to the first mentioned point and place of BEGINNING.

BEING the same premises which E.H. Keen & Son, Inc., a Pennsylvania corporation, by Indenture dated July 22, 2002 and recorded in the Recorder of Deeds, in and for the County of Chester, aforesaid, in Record Book 5337 page 924 &c., granted and conveyed unto A. Charles Artinian, in fee.

BEING UPI #37-3-1.1B

EXCEPTING thereout and therefrom (if any) the premises as more fully described in the following deed:  
NONE



MOORE & VAN ALLEN

03/24/2005 01:03P

10516858

Page: 8 of 10

B-6443 P-1181

Exhibit C

Depiction of the Temporary Construction Easement Area

ATTACHED

Unofficial Copy

CHAR21830059v1



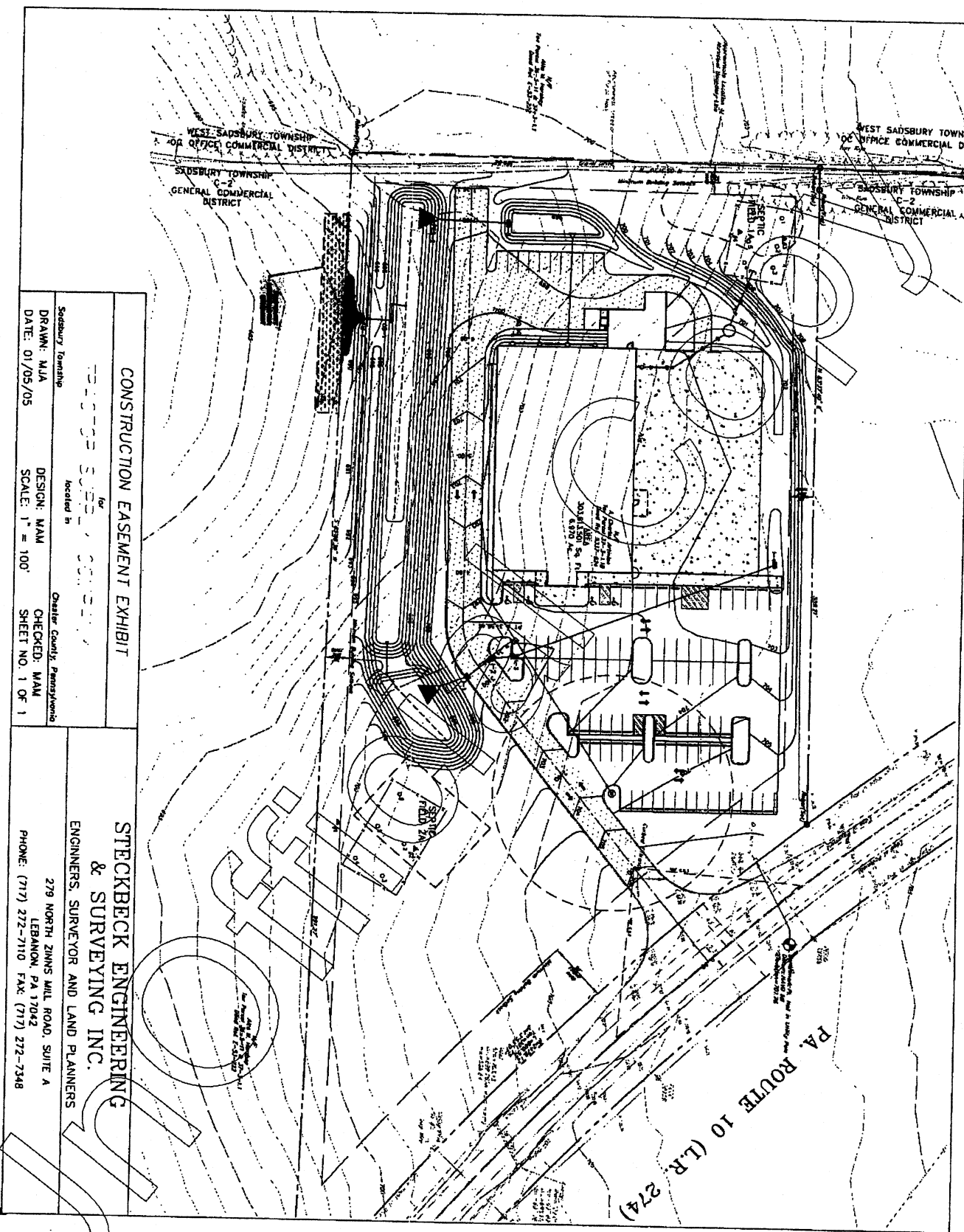
MOORE & VAN ALLEN

03/24/2005 01:03P

10516858

Page 9 of 10

B-6443 P-1181



**CONSTRUCTION EASEMENT EXHIBIT**

for  
**RECTOR SUPER CONCRETE**

Sadbury Township located in Chester County, Pennsylvania

DRAWN: MJA  
 DATE: 01/05/05

DESIGN: MAM  
 SCALE: 1" = 100'

CHECKED: MAM  
 SHEET NO. 1 OF 1

**STECKBECK ENGINEERING & SURVEYING INC.**  
 ENGINEERS, SURVEYOR AND LAND PLANNERS

279 NORTH ZINNS MILL ROAD, SUITE A  
 LEBANON, PA 17042  
 PHONE: (717) 272-7110 FAX: (717) 272-7348