

Prepared By/Return To:  
Joseph A. Bellinghieri, Esquire  
MacELREE HARVEY LTD.  
17 W. Miner Street  
P.O. Box 660  
West Chester, PA 19381-0660

RECORDER OF DEEDS  
CHESTER COUNTY, PA.

2012 JUL 16 PM 3:11

UPI No: 30-2-55

**WATER EASEMENT AGREEMENT**

THIS WATER EASEMENT AGREEMENT ("Agreement"), made this 16<sup>th</sup> day of July, 2012, by and between **MARTIN WEAVER and RACHEL WEAVER, husband and wife** (hereinafter collectively called "Grantor") and **THE DILWORTH FAMILY LIMITED PARTNERSHIP**, a Pennsylvania limited partnership (hereinafter called "Grantee").

**BACKGROUND**

**WHEREAS**, as of the date hereof, Grantor acquired from Grantee the property and improvements thereon situate in East Brandywine Township ("Township"), Chester County, Pennsylvania, known as Chester County UPI No. 30-2-55 (the "Grantor's Property"), as more particularly described in that certain Deed intended to be recorded immediately prior to the recording of this Agreement in the Office for the Recording of Deeds of Chester County, Pennsylvania ("Recorder's Office"); and

**WHEREAS**, the Grantee is the owner of a certain tract of land and improvements thereon situate in the Township, Chester County, Pennsylvania, being known as Chester County UPI No. 30-2-58.8, as more particularly described in that certain Deed recorded in the Recorder's Office in Record Book 4206, page 894 (the "Grantee's Property", and sometimes collectively with the Grantor's Property, the "Properties"); and

**WHEREAS**, Grantee may sell and/or develop and install improvements on Grantee's Property in the future, which will require an easement or easements on Grantor's Property in order to facilitate access to the public water supply to Grantee's Property and such contemplated improvements; and

**WHEREAS**, pursuant to the terms of the agreement of sale entered into between Grantor and Grantee with respect to the purchase and sale of Grantor's Property, Grantor agreed to grant an easement and right-of-way upon and across a portion of Grantor's Property to enable Grantee, or its successors and assigns, to access public water and to install and maintain water facilities as may be necessary for Grantee's Property; and

**WHEREAS**, Grantor and Grantee wish, by this Agreement, to provide Grantee, its successors and assigns, with the right to obtain and access public water service through pipes and appurtenances through the Grantor's Property as set forth below.

**NOW, THEREFORE**, in consideration of the foregoing recitals which are incorporated herein by reference, and in consideration of the mutual promises contained herein and other consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, and intending to be legally bound hereby, the parties hereby agree as follows:

*JO R.W. M.M.W.*



1. Incorporation of Background. The above stated Background is incorporated herein by reference as if fully set forth.

2. Grant of Water Easement. Grantor hereby grants to Grantee, its successors and assigns, the exclusive and perpetual right, title or interest, right-of-way and easement, on and under the lands herein described, a fifty foot (50') wide waterline easement and right-of-way, as more particularly depicted and described in the legal description and plan prepared by Stantec Consulting Services, Inc. attached hereto as **Exhibit A** (the "Permanent Easement Area"), as is necessary to install, operate, replace and maintain water pipelines, their accessories and appurtenances (the "Water Facilities"), together with all rights of ingress, egress, and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Grantee of the said right, title or interest, right-of-way and easement, and for the exercise of said rights and privileges to install, replace, renew, repair and maintain said water pipelines, with accessories and appurtenances.

3. Grant of Temporary Construction, Grading Easement and Use of Temporary Easement Area. Grantor hereby grants to Grantee, its successors and assigns, the non-exclusive right, liberty, privilege, and easement over and through a portion of the Grantor's Property as required for temporary access to use a portion of Grantor's Property to install and construct the Water Facilities, which area is designated on **Exhibit A** as the 25' Temporary Grading Easement (the "Temporary Easement Area") for the purpose of grading and installation of such Water Facilities and appurtenances (the "Work"). Grantee shall perform the Work in a good and workmanlike manner designed to avoid unreasonable interference with use of the Grantor's Property and in compliance with all applicable laws, ordinances, rules and regulations. Grantee shall provide written notice to Grantor ten (10) calendar days prior to commencement of the Work (the "Grantee's Notice") and shall state an estimate of the amount of time the Work is anticipated to be ongoing, which Work shall in any event be completed within six (6) months after receipt by Grantor of Grantee's Notice. Prior to commencing any installation of the Work, Grantee shall have obtained all permits and approvals required in connection therewith by any applicable governmental agency or authority or water service company. Upon completion of the Work, Grantee shall restore the Grantor's Property disturbed for such purposes to its original condition or as near thereto as is practicable as existed prior to such Work. The easements and rights described in this paragraph 3 are temporary and shall cease and determine upon completion of the Work.

4. Water Only; Alternate Water Source and Termination. The Agreement is for water only -- access and installation of the Water Facilities and for no other use or purpose. In the event Grantee obtains water from any other source or location other than as depicted and described on **Exhibit A** (or agreed revision thereto) for the purposes required for Grantee's Property, this Agreement and the easements, rights and interests granted herein to Grantee shall terminate automatically.

5. Insurance. Grantee shall maintain, and shall cause Grantee's contractors to maintain, commercial general liability insurance, written on an occurrence basis with limits of not less than \$1,000,000, which provides insurance for bodily injury and death, and property damage, that arises out of or is caused by Grantee's use of or entry upon the Grantor's Property under this Easement. Such insurance shall name Grantor as an additional insured, and Grantee shall provide evidence of such insurance to Grantor prior to entry upon the Grantor's Property.

ZJ R.W. M.M.W.



6. Further Assurances; Cooperation. To the extent that the rights herein relate to future development, uses and construction of improvements upon Grantee's Property, the Grantor and Grantee understand and agree that certain changes or amendments to the designated easement areas described in *Exhibit A* may be required to conform and comply with any final plans and approvals obtained by Grantee or Grantee's successors and assigns. Grantor agrees to cooperate with Grantee and to enter into any amendments, modifications, supplements or similar agreements as may be reasonably required in connection with such future plans and uses of Grantee's Property.

7. Construction and Maintenance. If such water pipeline, equipment and appurtenances are not dedicated to or maintained by the applicable public water service company servicing the Township and Grantee's Property, Grantee, and the future owners of Grantee's Property, will be responsible for the cost of the maintenance and repair of the Water Facilities constructed by or for Grantee, located on Grantor's Property and servicing Grantee's Property, and neither Grantor nor the future owners of Grantor's Property shall have any liability therefor, except for damage, destruction, or other disturbance caused by Grantor or its successors, or assigns. The surface condition of any portion of the Grantor's Property or other areas disturbed for such purposes shall be returned to their original condition or as near thereto as is practicable as existed prior thereto.

8. Indemnification. Grantee hereby agrees to indemnify and hold Grantor harmless and agrees to defend Grantor from and against all claims, liabilities, penalties, costs, losses, and reasonable attorneys' fees, arising from the exercise of the rights or performance of the obligations of Grantee with respect to the Temporary Easement Area and Permanent Easement Area or on account of any injury to persons, loss of life, or damage to property occurring in the Temporary Easement Area and the Permanent Easement Area caused by Grantee and not caused by the negligence or willful misconduct of Grantor.

9. Failure to Maintain. In the event that the owners of Grantee's Property fail to maintain and repair the Water Facilities, for which they are responsible (the "Defaulting Owners"), the owners of Grantor's Property may cause construction of any necessary repairs thereto by giving twenty (20) days prior written notice to the Defaulting Owners of their intent to do so. The owners of Grantor's Property shall be entitled to prompt reimbursement therefor from the Defaulting Owners for the costs of such repairs.

10. Continuing Rights; No Obstructions. The present and future owners of Grantor's Property shall continue to use and enjoy the surface of the Permanent Easement Area for all purposes and shall continue to mow and maintain the surface area thereof consistent with past practices, which purposes and uses shall not interfere with the rights and interests granted herein to the Grantee and the present and future owners of Grantee's Property. No obstructions to the free and unhampered use of the Permanent Easement Area and right-of-way herein created shall be permitted, and no automobiles, trucks, motor vehicles or other personal property or buildings or structures shall be parked, stored, constructed or permitted upon any part of the Permanent Easement Area, except as reasonably required for maintenance and repair or other purposes acceptable to the parties.

11. Termination or Modification. Except as provided in paragraph 4 above, this Agreement and the easements and right-of-way created herein shall not be extinguished, altered, amended or limited except by a writing by and between the then record owners of Grantor's Property and Grantee's Property in a form sufficient to be recorded and also executed by all mortgagees then holding mortgages of record or as otherwise set forth herein.

JO R.W. M.M.W

12. Covenants Running With Land. The easements and rights-of-way hereby created and the rights and restrictions and obligations herein contained, shall be easements, restrictions and covenants and obligations running with the land and shall inure to the benefit of and be binding upon the present and future owners of the Properties and their respective heirs, legal and personal representatives and assigns, successors in interest and mortgagees and any tenants and any other persons or entities to whom they may grant rights and privileges under the easements. Such rights and privileges shall be granted in writing.

13. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with regard to the subject matter contained herein, and supersedes and replaces all other prior agreements and understandings, whether oral or written, with respect to the subject matter hereof.

14. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the substantive laws of the Commonwealth of Pennsylvania without reference to conflict of laws.

15. Recording. This Agreement is to be recorded in the Recorder's Office.

*(Signatures appear on following page)*

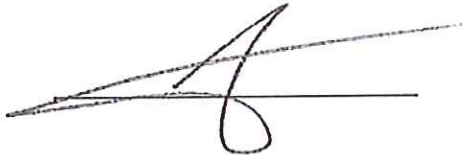
20 R.W. M.M.W

IN WITNESS WHEREOF, the parties hereto have executed this Water Easement Agreement on the date and year first above written.

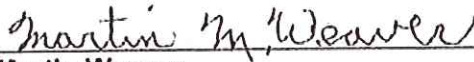
WITNESS:

  
Two handwritten witness signatures, one above the other, each on a horizontal line.

WITNESS:

  
A handwritten witness signature on a horizontal line.

GRANTOR:

  
Martin Weaver

  
Rachel Weaver

GRANTEE:

THE DILWORTH FAMILY LIMITED  
PARTNERSHIP

By: MDFLP, Inc., Its General Partner

By:   
Lawrence M. Dilworth, Jr., President

R.W. M.M.W



COMMONWEALTH OF PENNSYLVANIA

:  
: SS

COUNTY OF CHESTER

On this 16<sup>th</sup> day of July, 2012, before me, the undersigned officer, personally appeared **Martin Weaver and Rachel Weaver**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Kathleen A. Davis  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Kathleen A. Davis, Notary Public  
West Chester Boro, Chester County  
My Commission Expires July 3, 2014

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CHESTER

:

On this 16<sup>th</sup> day of July, 2012, before me the undersigned officer, personally appeared **Lawrence M. Dilworth, Jr.**, who acknowledged himself to be the President of MDFLP, Inc., the general partner of THE DILWORTH FAMILY LIMITED PARTNERSHIP, a Pennsylvania limited partnership, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the company by himself as such officer.

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

Kathleen A. Davis  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Kathleen A. Davis, Notary Public  
West Chester Boro, Chester County  
My Commission Expires July 3, 2014

Member, Pennsylvania Association of Notaries

R.W.

MM.W

EXHIBIT A



**Stantec**

Stantec Consulting Services Inc.  
1060 Andrew Drive Suite 140  
West Chester PA 19380  
Tel: (610) 840-2500  
Fax: (610) 840-2501

July 2, 2012  
File: 174810910

Dilworth Family Limited Partnership  
Legal Description 50 Foot Wide  
Waterline Easement Area

ALL THAT CERTAIN parcel of land, situate in East Brandywine Township, Chester County, Pennsylvania, bounded and described according to a Waterline Easement Plan for Dilworth Family Limited Partnership prepared by Stantec Consulting Services Inc., dated July 2, 2012, as follows, to wit:

BEGINNING at the southeast corner, a point on the title line within the bed of Dilworth Road (T-410), said point also being a corner of other land of Dilworth Family Limited Partnership; thence extending from beginning point and leaving said road along land of John H. and Ruth E. Clavier for the following two (2) courses and distances:

- 1) South 88° 54' 58" West for a distance of 810.47 feet to a point;
- 2) South 05° 12' 05" East for a distance of 187.73 feet, more or less, to the northerly line of a 50' wide Mobil Pipeline right-of-way;

thence, North 85° 24' 38" West for a distance of 722.47 feet along said northerly line to the Grantor's westerly property line;

thence, North 05° 04' 10" East for a distance of 649.99 feet along said westerly line, crossing an existing waterline, to a point on a line to the northerly line of Evergreen Drive right-of-way;

thence, South 84° 55' 50" East for a distance of 50.00 feet to a point;

thence, South 05° 04' 10" West for a distance of 599.57 feet to a point;

thence, South 85° 24' 38" East for a distance of 612.68 feet to a point;

thence, North 05° 12' 05" West for a distance of 182.09 feet to a point;

thence North 88° 54' 58" East a distance of 868.65 feet to a point on the title line within the bed of Dilworth Road, aforesaid;

thence along said title line South 04° 00' 13 " West for a distance of 50.20 feet to the POINT OF BEGINNING;

Containing 116400 square feet or 2.67 acres more or less.

TOGETHER WITH a 25' Temporary Grading Easement as shown on said plan.

This legal description prepared without the benefit of a field survey.

