

LPS – 8 (11/13)

FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Paoli Pike Shared Use Path Segments C, D & E/SR 2014
COUNTY	Chester
MUNICIPALITY	East Goshen
PARCEL NO.	UPI # 53-4-79 (P/O)
CLAIM NO.	
CLAIMANT	Carroll E. Sinquett, III and Christine M. Sinquett

AGREEMENT OF SALE (Easement)

Made on _____, 2019 by Carroll E. Sinquett, III and Christine M. Sinquett, Owner(s) of property affected by the construction or improvement of the above mentioned Route, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the SELLER, and East Goshen Township hereinafter called the PURCHASER,

WITNESSETH:

WHEREAS the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the SELLER will convey to the PURCHASER a Temporary Easement for Construction and other estate(s) as designated, if any, from the property or portion thereof required by the PURCHASER.

NOW, THEREFORE, in consideration of the sum of Five Thousand One Hundred (\$5,100.00) Dollars and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the PURCHASER and the PURCHASER agrees to purchase a Temporary Easement for Construction and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING a portion of the property conveyed or devised to Carroll E. Sinquett, III and Christine M. Sinquett, husband and wife, by Carroll E. Sinquett, III and Cynthia E. Bortle, Executrix of the Estate of Carroll E. Sinquett Jr. aka Carroll E. Sinquett, Deceased, dated October 5, 2016, recorded in the Chester County Recorder of Deeds in Deed Book 9461 at Page 733. This conveyance contains 0.040 acres (1,737 sq. ft.) for the Temporary Construction Easement and is identified on PURCHASER plans as Parcel 26, together with the improvements, hereditaments and appurtenances to the said easement, except those which may be agreed below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances which the SELLER has the right to terminate or remove. The SELLER will assign to the PURCHASER all of the SELLER'S right, title and interest in those leases, agreements, and other encumbrances which cannot be terminated or removed. The SELLER will warrant GENERALLY the property interest to be conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the PURCHASER, from mine shafts or by means of wells located off the right-of-way.

All expenses of examination of the title and of preparation and recording of the deed shall be paid by the PURCHASER. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

Claim Number

Claimant

Date

From and after the execution of this instrument, the PURCHASER, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings, and appraisals.

The SELLER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The SELLER does further indemnify the PURCHASER against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the PURCHASER.

Claim Number

Claimant

Date

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

SELLER:

Carroll E. Siquett, III

By: _____

Christine M. Siquett

By: _____

*Use this block for a corporation,
partnership, LLC, government entity, school
district, church, trust, club, association,
POA, attorney-in-fact, executor,
administrator or any other entity.

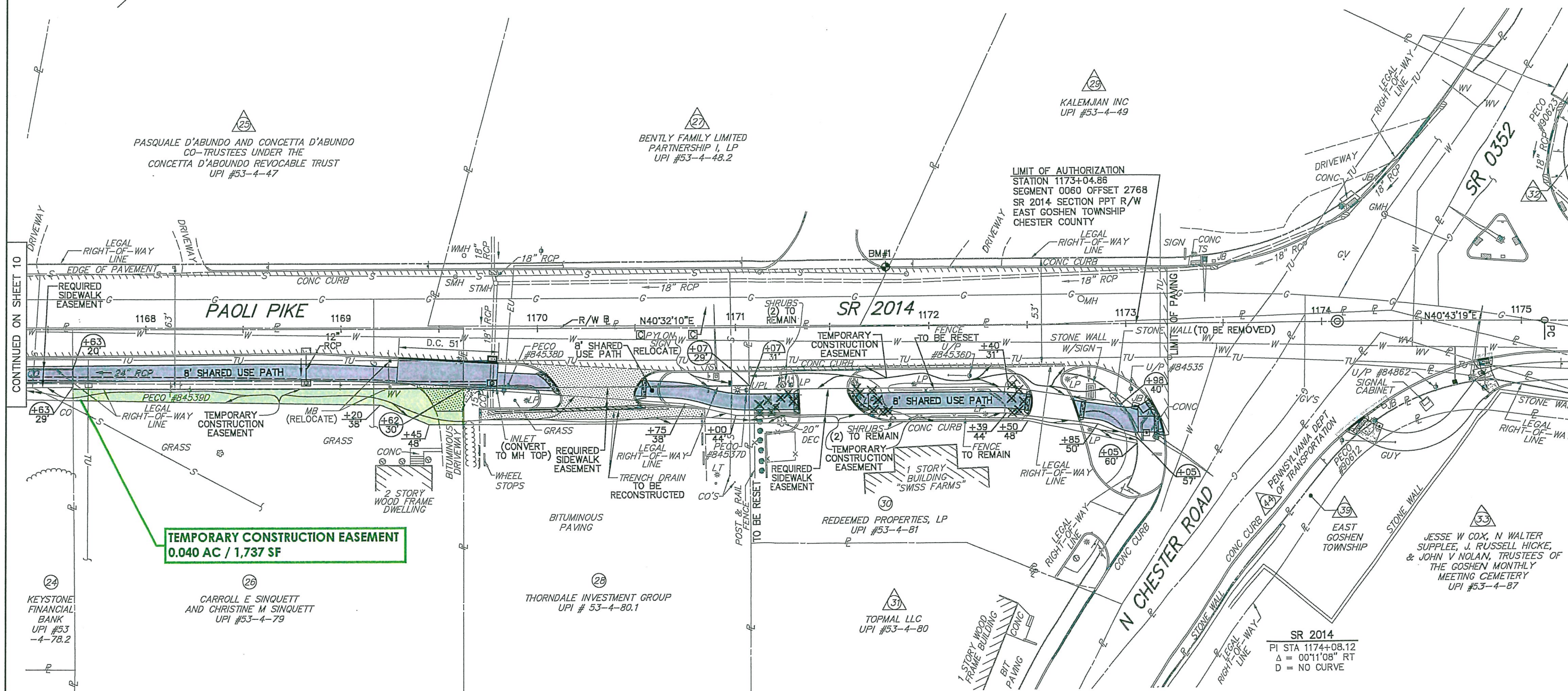
PURCHASER

East Goshen Township

By: _____
Janet L. Emanuel, Chairwoman,
Board of Supervisors

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	2014	PPT R/W	11 OF 13
EAST GOSHEN TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

BM #1 ELEV. 414069
29.59' LT STA. 1171+78.07
SQUARE CUT ON TOP OF CURB



KALEMIAN INC
UPI #53-4-49

BENTLY FAMILY LIMITED
PARTNERSHIP I, LP
UPI #53-4-48.2

LIMIT OF AUTHORIZATION
STATION 1173+04.86
SEGMENT 0060 OFFSET 2768
SR 2014 SECTION PPT R/W
EAST GOSHEN TOWNSHIP
CHESTER COUNTY

SR 0352

JESSE W COX, N WALTER
SUPPLEE, J. RUSSELL HICKE,
& JOHN V NOLAN, TRUSTEES OF
THE GOSHEN MONTHLY
MEETING CEMETERY
UPI #53-4-87

SR 2014
PI STA 1174+08.12
Δ = 00°11'08" RT
D = NO CURVE

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	2014	PPT R/W	13 OF 13
EAST GOSHEN TOWNSHIP				
REVISION NUMBER	REVISIONS			DATE BY

RIGHT-OF-WAY CLAIM INFORMATION

EAST GOSHEN TOWNSHIP

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 24 SHEET NO. 9 & 10 CLAIM NO.

PROPERTY OWNER(S) KEYSTONE FINANCIAL BANK, N.A.

GRANTOR(S) KEYSTONE BANK, N.A.

DEED BOOK	4691	AREAS	ACRES	REQUIRED AREA	AC/SQ FT
PAGE	2376	DEED	1.124	SIDEWALK EASEMENT	0.065/2.852
DATE OF DEED	9/30/1999	CALCULATED		TEMP CONST ESMT	0.042/1.832
DATE OF RECORD	12/29/1999	ADVERSES			
CONSIDERATION	\$1.00	LEGAL R/W	0.129		
TAX STAMPS		EFFECTIVE	0.995		
		TOTAL REQ'D R/W	0.000	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	0.995	DRAWN BY	McMahon Assoc
		RESIDUE LT		SCALE	25' 0 25'
		RESIDUE RT			

RIGHT-OF-WAY CLAIM INFORMATION

EAST GOSHEN TOWNSHIP

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 26 SHEET NO. 10 CLAIM NO.

PROPERTY OWNER(S) CARROLL E. SINQUETT, III AND CHRISTINE M. SINQUETT

GRANTOR(S) CARROLL E. SINQUETT, III AND CYNTHIA E BORTLE, EXECUTRIX OF THE ESTATE OF CARROLL E. SINQUETT, JR AKA CARROLL E. SINQUETT, DECEASED

DEED BOOK	9461	AREAS	ACRES	REQUIRED AREA	AC/SQ FT
PAGE	733	DEED	1.000	TEMP CONST ESMT	0.040/1.737
DATE OF DEED	10/05/2016	CALCULATED			
DATE OF RECORD	12/21/2016	ADVERSES			
CONSIDERATION	\$1.00	LEGAL R/W	0.140		
TAX STAMPS		EFFECTIVE	0.860		
		TOTAL REQ'D R/W	0.000	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	0.860	DRAWN BY	McMahon Assoc
		RESIDUE LT		SCALE	25' 0 25'
		RESIDUE RT			

RIGHT-OF-WAY CLAIM INFORMATION

EAST GOSHEN TOWNSHIP

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 28 SHEET NO. 10 CLAIM NO.

PROPERTY OWNER(S) THORNDALE INVESTMENT GROUP

GRANTOR(S) CHESTER COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION

DEED BOOK	M47	AREAS	ACRES	REQUIRED AREA	AC/SQ FT
PAGE	317	DEED	0.997	SIDEWALK EASEMENT	0.020/891
DATE OF DEED	2/12/1976	CALCULATED		TEMP CONST ESMT	0.041/1.792
DATE OF RECORD	2/19/1976	ADVERSES			
CONSIDERATION	\$50,000.00	LEGAL R/W	0.102		
TAX STAMPS		EFFECTIVE	0.895		
		TOTAL REQ'D R/W	0.000	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	0.895	DRAWN BY	McMahon Assoc
		RESIDUE LT		SCALE	25' 0 25'
		RESIDUE RT			

RIGHT-OF-WAY CLAIM INFORMATION

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 30 SHEET NO. 10 CLAIM NO.

PROPERTY OWNER(S) REDEEMED PROPERTIES, L.P.

GRANTOR(S) RONALD D. INVERSO

DEED BOOK	6849	AREAS	SQ. FT.	REQUIRED AREA	SQ. FT.
PAGE	314	DEED		SIDEWALK EASEMENT	2,519
DATE OF DEED	5/18/2006	CALCULATED	26,829	TEMP CONST ESMT	2,866
DATE OF RECORD	5/23/2006	ADVERSES			
CONSIDERATION	\$600,000.00	LEGAL R/W	10.977		
TAX STAMPS		EFFECTIVE	15.852		
		TOTAL REQ'D R/W	0	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	15.852	DRAWN BY	McMahon Assoc
		RESIDUE LT		SCALE	25' 0 25'
		RESIDUE RT			

ALL PROPERTIES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

TRAFFIC SIGNAL EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, OPERATION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A TRAFFIC SIGNAL AND APPURTENANCE THERETO. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR TRAFFIC SIGNAL PURPOSES.

SIDEWALK EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLANS IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE TOWNSHIP.

BUILDINGS AND STRUCTURES MARKED [C] HAVE BEEN OR ARE TO BE REMOVED OR ALTERED BY THE DEPARTMENT OR OTHER AUTHORITY RESPONSIBLE FOR THE PAYMENT OF PROPERTY DAMAGES.



FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Paoli Pike Shared Use Path Segments C, D & E/ SR 2014
COUNTY	Chester
MUNICIPALITY	East Goshen
PARCEL NO.	UPI # 53-4-79 (P/O)
CLAIM NO.	
CLAIMANT	Carroll E. Sinquett, III and Christine M. Sinquett

TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE, made this _____ day of _____, by Carroll E. Sinquett, III and Christine M. Sinquett Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, her heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and East Goshen Township, hereinafter called the PURCHASER,

WITNESSETH:

WHEREAS the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the PURCHASER a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) Dollars, the Owner hereby grants to the PURCHASER a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is thirty (30) months from the start of construction. The temporary easement for construction area is 0.040 Acres (1,737 sq. ft.).

The OWNER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The OWNER hereby indemnifies the PURCHASER for any claim made by a successor in interest should OWNER transfer the property to another prior to the completion of construction for which the temporary easement was given.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

Carroll E. Sinquett, III

Christine M. Sinquett

ENTITIES*

OWNER:

(Name of Entity)

BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER:

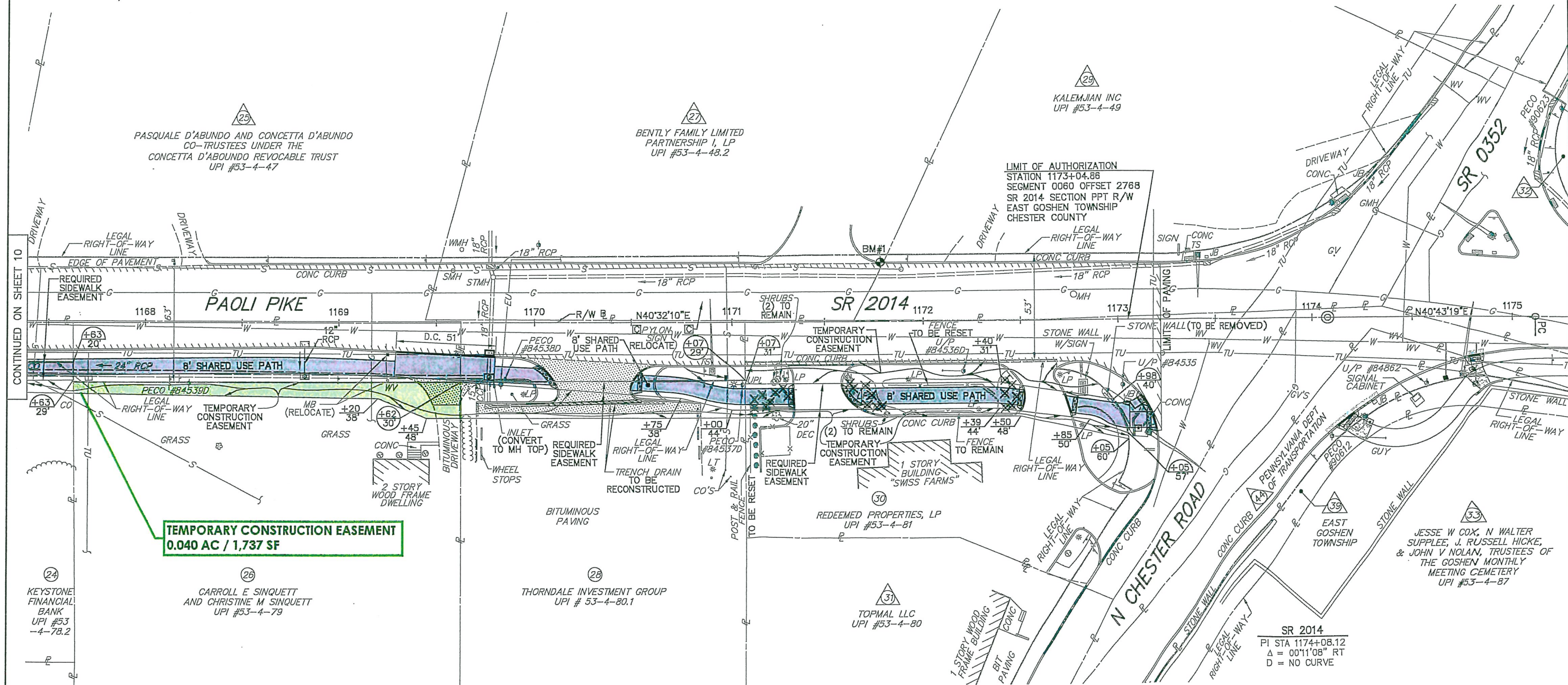
EAST GOSHEN TOWNSHIP

BY: _____

Janet L. Emanuel, Chairwoman, Board of Supervisors

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
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EAST GOSHEN TOWNSHIP

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TAX STAMPS		EFFECTIVE	0.995		
		TOTAL REQ'D R/W	0.000	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	0.995	DRAWN BY	McMahon Assoc
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RIGHT-OF-WAY CLAIM INFORMATION

EAST GOSHEN TOWNSHIP

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PROPERTY OWNER(S) CARROLL E. SINQUETT, III AND CHRISTINE M. SINQUETT

GRANTOR(S) CARROLL E. SINQUETT, III AND CYNTHIA E. BORTLE, EXECUTRIX OF THE ESTATE OF CARROLL E. SINQUETT, JR AKA CARROLL E. SINQUETT, DECEASED

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GRANTOR(S) CHESTER COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION

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RIGHT-OF-WAY CLAIM INFORMATION

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 30 SHEET NO. 10 CLAIM NO.

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BUILDINGS AND STRUCTURES MARKED [C] HAVE BEEN OR ARE TO BE REMOVED OR ALTERED BY THE DEPARTMENT OR OTHER AUTHORITY RESPONSIBLE FOR THE PAYMENT OF PROPERTY DAMAGES.

Prepared by and after recording please return to:
Kristin S. Camp, Esquire
BUCKLEY, BRION, McGUIRE & MORRIS LLP
118 W. Market Street, Suite 300
West Chester, Pennsylvania 19382
Telephone: 610.436.4400

UPI No. 53-4-79

ADDENDUM TO TEMPORARY EASEMENT FOR CONSTRUCTION

THIS ADDENDUM TO TEMPORARY EASEMENT FOR CONSTRUCTION (the "Agreement") is made this ____ day of _____ 2019 by and between **EAST GOSHEN TOWNSHIP**, a Second Class Township located in Chester County, Pennsylvania, with an address of 1580 Paoli Pike, West Chester, Pennsylvania 19380 (the "Township"), and **CARROLL E. SINQUETT, III** and **CHRISTINE M. SINQUETT**, adult individuals with a mailing address of 223 Green Street, Malvern, Pa 19355 (the "Owners").

BACKGROUND/RECITALS

WHEREAS, Owners are the owners of a parcel of property containing approximately 1.1 acres, located on the south side of Paoli Pike in East Goshen Township, Chester County, Pennsylvania, which is more particularly identified as Chester County Tax Parcel No. 53-4-79 (the "Property"); and

WHEREAS, on January 4, 2016, by Resolution No. 2016-140, the East Goshen Township Board of Supervisors adopted the Paoli Pike Trail Feasibility Study and Master Plan, last draft dated December 30, 2015 ("2015 Plan"), whereby the Board agreed to develop a public recreational trail (the "Trail") through certain properties within the Township primarily along the frontage of Paoli Pike; and

WHEREAS, in order to construct the Trail, the Township requires a temporary construction easement over approximately 0.040 acres or 1,737 square feet of the Property ("Temporary Construction Easement") in the location which is identified as the Temporary Construction Easement on the Plan which is attached hereto as Exhibit "A" and incorporated herein (the "Plan") in order to construct the Trail; and

WHEREAS, Owners have granted to the Township a Temporary Construction Easement over and across the portion of the Property more particularly described in the following document and depicted on the Plan subject to the terms and conditions set forth in a Temporary Easement for Construction dated _____ (the "Temporary Easement Agreement"); and

WHEREAS, the parties wish to set forth the obligations of the Township with respect to the use of the Property for the Temporary Construction Easement as granted by Owners in the Temporary Easement Agreement;

NOW THEREFORE, the Township and Owners, intending to be legally bound hereby agree as follows:

1. **Incorporation of Recitals.**

The Background of this Agreement is incorporated herein by reference.

2. **Use of Temporary Construction Easement.**

The Township and its agents, employees, contractors and subcontractors, shall be permitted and authorized to use the Temporary Construction Easement for the purpose of constructing, reconstructing, grading and installing the Trail.

3. **Term of Temporary Easement.**

The Temporary Construction Easement shall commence when the Township through its agents, employees, contractors and subcontractors commences the construction of the Trail and shall automatically terminate and become null and void following the Township's completion of the Trail. The Temporary Construction Easement shall be self-terminating.

4. **Construction of the Trail.**

A. Owner is not responsible for construction of the Trail. The Township shall be solely responsible for obtaining and maintaining during the course of construction all necessary governmental permits that are needed to construct the Trail. The Township, through its employees, agents, contractors and subcontractors shall be solely responsible for constructing the Trail generally in accordance with the Plan and all governmental permits and approvals that are issued for the Trail. During the construction of the Trail, the driveway access to the Property shall not be obstructed. The Township shall phase the work as follows: (i) first phase along the Property frontage will include two drainage installations (one to the left and a second just to the right); (ii) second phase will be the rough grade for the Trail and curb; (iii) third phase will involve the installation of the proposed curb along the entire Property frontage; and (iv) final phase will be the installation of the Trail. To expedite the construction of the driveway, the Township has revised the design to eliminate the concrete driveway apron/trail crossing. In lieu of the concrete apron, the Township will install a flexible pavement section (bituminous material over subbase stone) for the apron, the portion of the Trail that crosses the Property's driveway and driveway adjustment. The work on the driveway is anticipated to take one night and shall be scheduled to occur during night time hours (7:00 p.m. to 6:00 a.m.). The Township and its employees, agents, contractors and subcontractors shall construct

the Trail in accordance with sound engineering and construction principles and shall perform any work within the Temporary Construction Easement in a good and workmanlike manner so as to create the least interference with the Property. The Township shall notify Owner at least thirty (30) days prior to entering the Property for the purposes authorized herein.

B. The Township, promptly following or exercising its rights and privileges hereunder shall backfill any areas excavated, compact the ground as may be appropriate and fully restore the surface of the ground to substantially its condition prior to such disturbance. If as a result of the use of the Temporary Construction Easement, the Property is damaged, the Township shall restore the same to the condition which existed prior to such disturbance.

C. The Township shall not permit any claim, lien or other encumbrance arising from the use of the Temporary Construction Easement to accrue against or attach to the Property. If any such claim or lien is filed against the Property as a result of work performed or materials provided for the construction of the Trail, the Township shall satisfy said claim as promptly as possible and shall defend, indemnify and hold harmless the Owner.

5. **Maintenance of the Trail.**

The Township, at its sole cost and expense, shall be responsible for any and all year-round maintenance of the Trail including trash/debris removal and snow and ice removal. The Trail and associated stormwater best management practices shall be maintained in accordance with the policy adopted by the Board of Supervisors of the Township for maintenance of the Paoli Pike Trail as the same may be amended from time to time by resolution of the Board. A copy of the policy adopted by the Board of Supervisors on January 7, 2019 is attached hereto as Exhibit "B". The Township, for itself and its successors and assigns, hereby covenants and agrees to continuously maintain, repair, replace and reconstruct the Trail and associated stormwater best management practices within the Trail so as to provide a safe, non-motorized vehicle and pedestrian recreational trail.

6. **Indemnity and Insurance.**

A. The Township agrees to indemnify, defend and hold harmless Owners from and against any damage, liability, claim, settlement, cost and expense, award, judgment, damage, fine, fee, or other loss (collectively referred to as "Damage" or "Damages") suffered by Owners, arising out of (1) any injury and/or loss and/or Damage caused by the acts or omissions, or intentional misconduct of the Township or its agents, employees, contractors, subcontractors, assigns or successors-in-interest, in the use of the Property for the construction of the Trail and its performance of its responsibilities hereunder; or (2) any personal injury or death or property damage or Damages resulting from the use of the Temporary Construction Easement after the date of this Agreement, including, without limitation, any use by the general public or by the Township or any of

its agents, employees, licensees, contractors, subcontractors and invitees; provided however, that such injury or damage was not caused by the gross negligence or willful misconduct of Owners.

B. Nothing in this Agreement limits the ability of the Township or Owners to avail themselves of the protections offered by any applicable law affording immunity to the Township including, to the extent applicable, the Recreational Use of Land and Water Act, Act of February 2, 1966, P.L. (1965) 1860, No. 586, as amended, 68 P.S. §477-1 *et seq.* (as may be amended from time to time).

C. The Township shall obtain and maintain during the entire term of this Agreement adequate public liability and property damage insurance policies covering any injury, death or property damage resulting in any way from the use of the Temporary Construction Easement on the Property. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate. The insurance policies shall be occurrence based and shall name Owners as additional insured, and copies of the insurance policies shall be provided to Owners upon request. The insurance policies shall provide that such policy may not be cancelled without first giving Owners 30 days' prior written notice of cancellation.

7. Covenants Running with the Land.

The covenants and obligations of this Agreement shall be covenants running with the Property and the parties hereto agree for themselves and their successors and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity that said covenants and obligations shall be incorporated herein by reference to this Agreement and the recording hereof as fully as if the same were contained therein. Owners' liability under this Agreement shall be limited to their interest in the Property and upon Owners' transfer of legal title to the Property to a transferee such transferee shall automatically assume all of the liabilities of the Owners which shall accrue during the term of such transferee's ownership and Owners shall be relieved of all further liability under this Agreement.

8. Enforcement.

If either party determines that this Agreement is being or has been violated by the other party, the non-defaulting party may, in addition to other remedies available at law or in equity, seek injunctive relief to specifically enforce the terms of this Agreement or to restrain present or future violations of this Agreement.

9. Notices.

Any notice or other communication given hereunder or pursuant hereto shall be in writing and shall be personally delivered (in which event such notice shall be deemed

effective only upon such delivery), or sent by a nationally-recognized overnight delivery service (which provides a receipt of delivery), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested, to such party at the address set forth below:

If to Township: East Goshen Township
Attn: Manager
1580 Paoli Pike
West Chester, Pennsylvania 19380

With a copy to: Buckley, Brion, McGuire & Morris LLP
Attn. Kristin S. Camp, Esquire
118 W. Market Street, Suite 300
West Chester, Pennsylvania 19382

If to Owners: Mr. and Mrs. Siquett
223 Green Street
Malvern, Pa 19355

With a copy to: Lentz, Cantor & Massey, Ltd.
Attn: Scott E. Yaw, Esquire
460 E. King Road
Malvern, PA 19355

All notices shall be deemed given when received. A party may change its address by giving notice of such change in the manner herein provided by giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

10. **Miscellaneous Provisions.**

A. **Recording.** This Agreement shall be recorded in the Recording Office.

B. **Waiver.** No waiver by either party of any breach or default on the part of the other of any terms, covenants, or conditions of this Agreement shall be deemed or construed to constitute a waiver of any subsequent similar breach or default.

C. **Severability.** If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

D. Amendment. This Agreement may not be amended except by written instrument signed and acknowledged by the Township and Owners.

E. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

F. Integration. This Agreement, together with the Exhibits attached hereto, each of which is incorporated herein by this reference, sets forth the entire agreement among the parties with respect to the subject matter hereof.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Assignment. The Township may assign its right under this Agreement with the written consent of Owners, such consent not to be unreasonably withheld.

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

ATTEST:	EAST GOSHEN TOWNSHIP
_____	By: _____
Louis F. Smith, Secretary	Janet L. Emanuel, Chairwoman

WITNESS:

_____	_____
	CARROLL E. SINQUETT, III

WITNESS:

_____	_____
	CHRISTINE M. SINQUETT

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER :

On this, the _____ day of _____, 2019 before me, the undersigned officer, personally appeared Janet L. Emanuel, who acknowledged herself to be the Chairwoman of the Board of Supervisors of EAST GOSHEN TOWNSHIP, and that she, being authorized to do so, executed the within instrument for the purposes therein contained.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF CHESTER :

ON THIS, the _____ day of _____, 2019, before me, the undersigned officer, personally appeared Carroll E. Sinquett, III and Christine M. Sinquett, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they execute the same for the purposes therein contained.

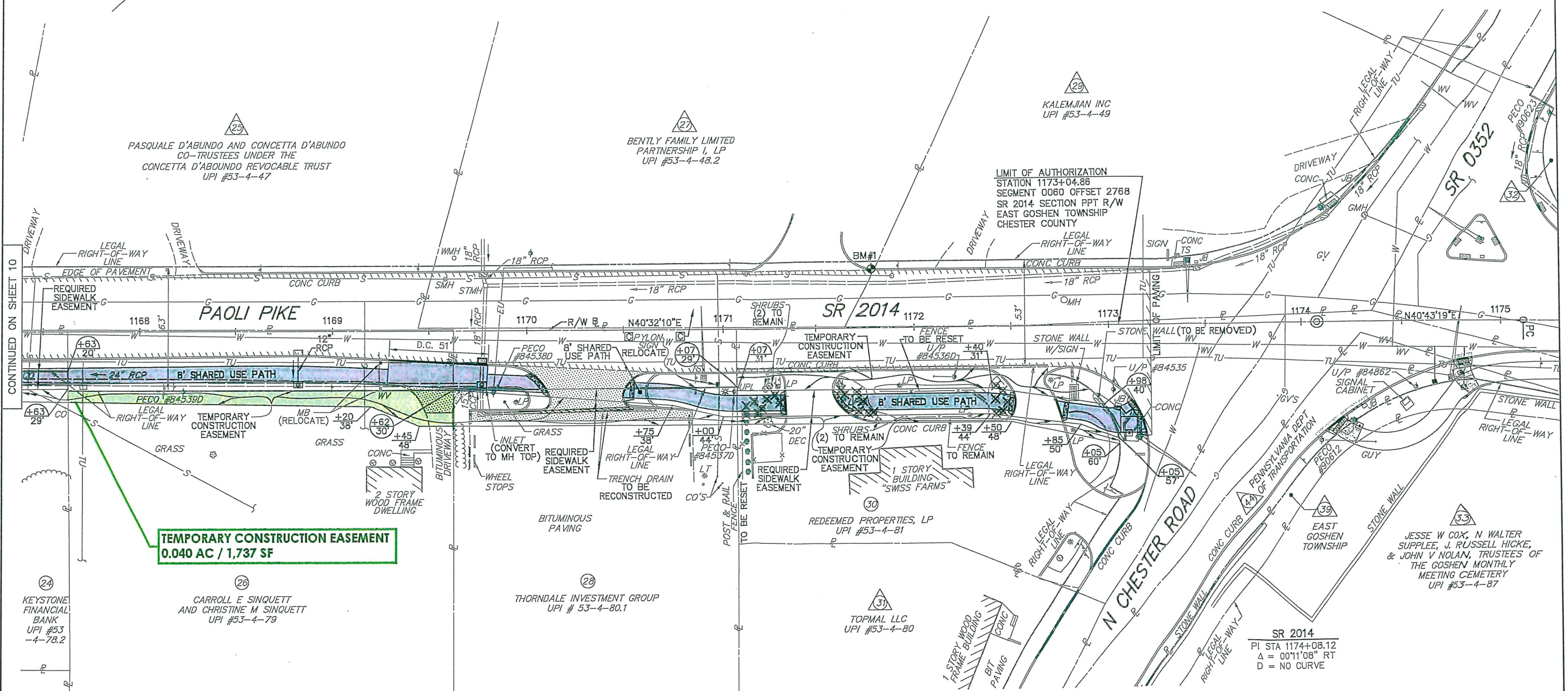
Notary Public

My Commission Expires:

EXHIBIT A

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	2014	PPT R/W	11 OF 13
EAST GOSHEN TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

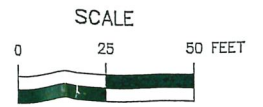
BM #1 ELEV. 414069
29.59' LT STA. 1171+78.07
SQUARE CUT ON TOP OF CURB



TEMPORARY CONSTRUCTION EASEMENT
0.040 AC / 1,737 SF

LEGEND

- PROPOSED BITUMINOUS WIDENING/PAVEMENT RESTORATION
- PROPOSED DRIVEWAY ADJUSTMENT
- SHARED USE PATH
- PROTECTIVE RAILING
- REMOVE EXISTING TREE/SHRUB



NOTES:

- 1) SIDEWALK EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.
- 2) ~~TEMPORARY CONSTRUCTION EASEMENT~~ AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLANS IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE TOWNSHIP.

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	2014	PPT R/W	13 OF 13
EAST GOSHEN TOWNSHIP				
REVISION NUMBER	REVISIONS			DATE BY

RIGHT-OF-WAY CLAIM INFORMATION

EAST GOSHEN TOWNSHIP

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 24 SHEET NO. 9 & 10 CLAIM NO.

PROPERTY OWNER(S) KEYSTONE FINANCIAL BANK, N.A.

GRANTOR(S) KEYSTONE BANK, N.A.

DEED BOOK	4691	AREAS	ACRES	REQUIRED AREA	AC/SQ FT
PAGE	2376	DEED	1.124	SIDEWALK EASEMENT	0.065/2.852
DATE OF DEED	9/30/1999	CALCULATED		TEMP CONST ESMT	0.042/1.832
DATE OF RECORD	12/29/1999	ADVERSES			
CONSIDERATION	\$1.00	LEGAL R/W	0.129		
TAX STAMPS		EFFECTIVE	0.995		
		TOTAL REQ'D R/W	0.000	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	0.995	DRAWN BY	McMahon Assoc
		RESIDUE LT		SCALE 25'	0 25'
		RESIDUE RT			

RIGHT-OF-WAY CLAIM INFORMATION

EAST GOSHEN TOWNSHIP

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 26 SHEET NO. 10 CLAIM NO.

PROPERTY OWNER(S) CARROLL E. SINUETT, III AND CHRISTINE M. SINUETT

GRANTOR(S) CARROLL E. SINUETT, III AND CYNTHIA E BORTLE, EXECUTRIX OF THE ESTATE OF CARROLL E. SINUETT, JR AKA CARROLL E. SINUETT, DECEASED

DEED BOOK	9461	AREAS	ACRES	REQUIRED AREA	AC/SQ FT
PAGE	733	DEED	1.000	TEMP CONST ESMT	0.040/1.737
DATE OF DEED	10/05/2016	CALCULATED			
DATE OF RECORD	12/21/2016	ADVERSES			
CONSIDERATION	\$1.00	LEGAL R/W	0.140		
TAX STAMPS		EFFECTIVE	0.860		
		TOTAL REQ'D R/W	0.000	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	0.860	DRAWN BY	McMahon Assoc
		RESIDUE LT		SCALE 25'	0 25'
		RESIDUE RT			

RIGHT-OF-WAY CLAIM INFORMATION

EAST GOSHEN TOWNSHIP

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 28 SHEET NO. 10 CLAIM NO.

PROPERTY OWNER(S) THORNDALE INVESTMENT GROUP

GRANTOR(S) CHESTER COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION

DEED BOOK	M47	AREAS	ACRES	REQUIRED AREA	AC/SQ FT
PAGE	317	DEED	0.997	SIDEWALK EASEMENT	0.020/891
DATE OF DEED	2/12/1976	CALCULATED		TEMP CONST ESMT	0.041/1.792
DATE OF RECORD	2/19/1976	ADVERSES			
CONSIDERATION	\$50,000.00	LEGAL R/W	0.102		
TAX STAMPS		EFFECTIVE	0.895		
		TOTAL REQ'D R/W	0.000	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	0.895	DRAWN BY	McMahon Assoc
		RESIDUE LT		SCALE 25'	0 25'
		RESIDUE RT			

RIGHT-OF-WAY CLAIM INFORMATION

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

STATE RTE. 2014 SEC. NO. PPT R/W EAST GOSHEN TOWNSHIP CHESTER COUNTY

PARCEL NO. 30 SHEET NO. 10 CLAIM NO.

PROPERTY OWNER(S) REDEEMED PROPERTIES, L.P.

GRANTOR(S) RONALD D. INVERSO

DEED BOOK	6849	AREAS	SQ. FT.	REQUIRED AREA	SQ. FT.
PAGE	314	DEED		SIDEWALK EASEMENT	2,519
DATE OF DEED	5/18/2006	CALCULATED	26,829	TEMP CONST ESMT	2,866
DATE OF RECORD	5/23/2006	ADVERSES			
CONSIDERATION	\$600,000.00	LEGAL R/W	10,977		
TAX STAMPS		EFFECTIVE	15,852		
		TOTAL REQ'D R/W	0	VERIFICATION DATE	JAN 3, 2017
		TOTAL RESIDUE	15,852	DRAWN BY	McMahon Assoc
		RESIDUE LT		SCALE 25'	0 25'
		RESIDUE RT			

ALL PROPERTIES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

TRAFFIC SIGNAL EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, OPERATION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A TRAFFIC SIGNAL AND APPURTENANCE THERETO. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR TRAFFIC SIGNAL PURPOSES.

SIDEWALK EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLANS IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE TOWNSHIP.

BUILDINGS AND STRUCTURES MARKED [C] HAVE BEEN OR ARE TO BE REMOVED OR ALTERED BY THE DEPARTMENT OR OTHER AUTHORITY RESPONSIBLE FOR THE PAYMENT OF PROPERTY DAMAGES.

EXHIBIT B

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2019-184

WHEREAS, the Township has developed a master plan for a multimodal trail (the "Trail") to be constructed along Paoli Pike from Airport Road to Line Road (the "Trail Project"); and

WHEREAS, portions of the Trail will be constructed within areas of right-of-way of Paoli Pike and Boot Road and areas of easements which the Township intends to acquire from owners of various parcels of real property along Paoli Pike and Boot Road; and

WHEREAS, the Township will construct and maintain the trail area within the acquired easement areas throughout the length of the trail;

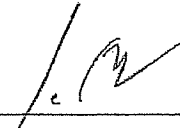
WHEREAS, the Township has established the "Paoli Pike Trail Maintenance Policy";

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of East Goshen Township as follows:

The Township approves the Paoli Pike Trail Maintenance Policy and authorizes the Public Works Director to implement the Paoli Pike Trail Maintenance Policy.

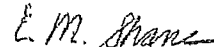
RESOLVED this 7th day of JANUARY, 2019.

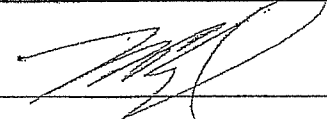
ATTEST:




**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**











East Goshen Township

Paoli Pike Trail Maintenance Policy

Introduction:

East Goshen Township will design and construct a Pedestrian and Bicycle trail along Paoli Pike within East Goshen Township. The Township will secure permanent Sidewalk, traffic signal and temporary construction easements (easement areas) from individual property owners along the length of the trail. The Township Board of Supervisors has determined that year round maintenance of the trail is necessary for the safety of the trail users. Outlined below is the trail maintenance that the Township will perform along the Paoli Pike Trail adjacent

Regular Maintenance:

The following maintenance will be conducted regularly within the sidewalk easement, as determined by the Public Works Department.

Trash Collection: Empty trash receptacles within the easement

Litter collection: Pick up litter within the easement

Tree Limb Trimming: Trim tree limbs that encroach into the easement area to a height of 8 feet above the trail surface

Tree Maintenance: Trees within the easement area will be maintained

Trail Surface Maintenance: The trail surface will be maintained as needed

Trail Signage Maintenance: Signage along the trail shall be maintained as needed

Trail Fencing: Trail fencing shall be maintained as needed

Benches and Bike racks: Benches and bike racks shall be maintained as needed

Grass Maintenance:

The following maintenance to the grass areas within the easement between the trail surface and Paoli Pike easements will be done regularly during the growing season (May 1 – September 30), as determined necessary by the Public Works Department.

Grass Cutting:

- Grass will be cut as needed within the easement
- Grass will be cut between the easement and the vehicle cartway(s)

Grass Trimming:

- Grass will be trimmed as needed within the easement
- Grass will be trimmed as needed between the easement and the vehicle cartway(s)

Winter Maintenance:

The following winter maintenance will be done as necessary after winter weather events along the trail easement upon completion of all winter maintenance on all township roads.

Snow removal: Snow will be physically removed from the trail surface as necessary

Ice removal: Ice will be removed from the trail surface with salt as necessary