

Landview Environmental Services

Telephone (215) 453 0290
Fax (215) 453 9625

623 Butternut Street
Perkasie, PA 18944

March 1, 1996

Sandy Morgan
Tatman & Lee Associates
1200 Philadelphia Pike
Wilmington, DE 19809

Re Soil testing for Spray Irrigation System
West Pikeland Township
Chester County, PA

Dear Ms. Morgan,

On January 23, 1996 Landview Environmental Services conducted a deep test hole evaluations for site suitability for spray irrigation sewage disposal. Also at the site was Christian Sauder (PA Department of Environmental Protection Soil Scientist), Russ Shriver representing West Pikeland Township Engineer and yourself. The purpose of the deep test hole evaluations was to determine the drainage classification of the soils found in the proposed spray irrigation field. These drainage classifications are what DEP uses to determine the spray field sizing requirements.

We evaluated a total of 13 deep test holes in the area proposed for the spray field and one test hole in the area of the proposed lagoons. (DEP was not present for the 14th test hole evaluation)

The test holes were then backfilled and labeled for survey location by others. The test hole have been located on the attached plan by Tatman & Lee Associates dated 2/12/96. The locations appeared to be accurate.

Results of the deep test hole evaluations are on the attached profile sheets. As requested the on site soils have been remapped based on the soil drainage and are shown on the attached Plan.

Deep test hole evaluations were conducted prior to our investigation in the presence of William Cartwright, a former DEP soil scientist. Although his profile reports were not dated, the percolation tests reports of tests witnessed by William Cartwright were dated as being completed in June and August of 1990. Typically the deep test holes are evaluated first then the percolation tests were conducted, therefore I would speculate that the prior deep test holes were evaluated in early 1990. It also appears that a much larger area was evaluated. Only a few of the previously tested holes were in this proposed spray field.

Of those older test holes only test hole # 25 (TP # 25) revealed a different drainage classification (moderately well drained) than our evaluations (well drained). Test holes numbered 1-23-12 and 1-23-13 were placed on either side of the previous test hole # 25 to verify the actual drainage classification of that area. Both test holes revealed well drained soils. Mr. Sauder was satisfied with the area being included in the well drained soils.

In summary, the soils in the area of the proposed spray irrigation field were evaluated and remapped on the attached plan to reflect the onsite drainage classifications.

Should you have any further questions or comments please don't hesitate to call me.

Sincerely
Landview Environmental Services



Daniel O'Connell

SOIL PROFILE REPORT

PROJECT SBARBARO TRACT PROJECT # SE141631-005 2/19/96

TWP, COUNTY W. PIRKMAN TWP, CHESTER CO DATE 1/22/96

PROBE # 1-23-11 SOIL SERIES _____ DESCRIBED BY Dan O'Connell SBO # 01462
W. L. Sander DEP

HORIZON	DEPTH	COLOR	TEXTURE	STRUCTURE	CONSISTENCE	MOTTLES	% CF
<u>A₁</u>	<u>0 12</u>	<u>7.5 YR 3/4</u>	<u>Sil</u>	<u>1 SBK</u>	<u>FR</u>	<u>—</u>	
<u>B₂</u>	<u>12 58</u>	<u>10 YR 5/6</u>	<u>Sil</u>	<u>1 SBK</u>	<u>FR</u>	<u>—</u>	
<u>C</u>	<u>58 92</u>	<u>Var. Ro</u>	<u>L</u>	<u>1 SBK/100</u>	<u>VFR</u>	<u>—</u>	<u>50%</u>

CONFIRMING PROBES		
PROBE #	DEPTH TO LZ	LZ

Drainage Classification	
Somewhat Excessively Drained	
Well Drained	✓
Moderately Well Drained	
Somewhat Poorly Drained	
Poorly Drained	
Very Poorly Drained	

COMMENTS	SLOPE		DRAINAGE MOTTLES
	0-5%		BEDROCK
	3-8%		WATER TABLE
	8-12%		FRAGIPAN
	12-15%		HI COARSE CONTENT
	15-25%		NO LZ
	25%+		DEPTH OF PIT

LANDVIEW ENVIRONMENTAL SERVICES

623 BUTTWOOD STREET PERKASIE, PA 18944
 TEL (215) 453-0290 FAX (215) 453-9625

SOIL PROFILE REPORT

PROJECT SHARON TRACT
 TWP, COUNTY W. PICKERLAND TWP, CHESTER Co
 PROBE # 1-23-12 SOIL SERIES _____

PROJECT # 5E141631-005 20190
 DATE 1/23/96
 DESCRIBED BY Don O'Connell SEO # 01462
W. C. SAUCER DEP

HORIZON	DEPTH	COLOR	TEXTURE	STRUCTURE	CONSISTENCE	MOTTLES	% CF
<u>A₁</u>	<u>0 9</u>		<u>Sil</u>	<u>1 SBK</u>	<u>FRI</u>	<u>—</u>	
<u>B₂</u>	<u>9 37</u>		<u>Sil</u>	<u>1 SBK</u>	<u>FRI</u>	<u>—</u>	
<u>C</u>	<u>37 84</u>		<u>L</u>	<u>1 SBK</u>	<u>VFRI</u>	<u>—</u>	

CONFIRMING PROBES

PROBE #	DEPTH TO LZ	LZ
<u>TP 25</u>	<u>24"</u>	<u>MOTTLES</u>

Drainage Classification

Somewhat Excessively Drained	
Well Drained	<input checked="" type="checkbox"/>
Moderately Well Drained	
Somewhat Poorly Drained	
Poorly Drained	
Very Poorly Drained	

COMMENTS

This pit next to TP25
To verify LZ. Name
to 84".

SLOPE

SLOPE			DRAINAGE MOTTLES
0-3%			BEDROCK
3-8%			WATER TABLE
8-12%			FRAGIPAN
12-15%			HI COARSE CONTENT
15-25%		<u>24</u>	NO LZ
25%+		<u>84</u>	DEPTH OF PIT

LANDVIEW ENVIRONMENTAL SERVICES

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SOIL PROFILE REPORT

PROJECT BARBARO TRACT PROJECT # 58141631-005 20190
 TWP, COUNTY W. PIKEWOOD Twp, Chester Co. DATE 1/23/96
 PROBE # 1-23-12 SOIL SERIES _____ DESCRIBED BY Don O'Connell SEO # 01462
W/C SANDER DEN

HORIZON	DEPTH		COLOR	TEXTURE	STRUCTURE	CONSISTENCE	MOTTLES	% CF
<u>A_p</u>	<u>0</u>	<u>20</u>	<u>7.5 YR 3/4</u>	<u>SIL</u>	<u>1SBK</u>	<u>FRI</u>	<u>—</u>	
<u>B_c</u>	<u>20</u>	<u>53</u>	<u>10 YR 5/8</u>	<u>SIL</u>	<u>1SBK</u>	<u>FRI</u>	<u>—</u>	
<u>C</u>	<u>53</u>	<u>84</u>	<u>Var Rd</u>	<u>L</u>	<u>1SBK</u>	<u>VFRI</u>	<u>—</u>	

CONFIRMING PROBES		
PROBE #	DEPTH TO LZ	LZ
<u>1-23-12</u>	<u>Next to 84"</u>	
<u>TP 25</u>	<u>24" IM</u>	

Drainage Classification	
Somewhat Excessively Drained	
Well Drained	✓
Moderately Well Drained	
Somewhat Poorly Drained	
Poorly Drained	
Very Poorly Drained	

COMMENTS
This Pit Next to TP 25
To VERIFY LZ. None
at 84". THIS PIT +
1-23-12 contains TP 25.
AREA. WELL DRAINED.

SLOPE		DRAINAGE MOTTLES
<u>0-3%</u>		<u>BEDROCK</u>
<u>3-8%</u>		<u>WATER TABLE</u>
<u>8-12%</u>		<u>FRAGIPAN</u>
<u>12-15%</u>		<u>HI COARSE CONTENT</u>
<u>15-25%</u>		<u>NO LZ</u>
<u>25%+</u>		<u>DEPTH OF PIT</u>

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PM #1.2

EASEMENT AGREEMENT FOR UNDERGROUND WASTEWATER DISPOSAL

This EASEMENT AGREEMENT FOR UNDERGROUND WASTEWATER DISPOSAL ("Agreement") is made this 25 day August, 2000, by REALEN HOMES, LLC, (Grantor) a Delaware limited liability company and Little Washington Wastewater Company, a Pennsylvania corporation ("Grantee").

BACKGROUND

A. Grantor is the owner of certain real property located in West Pikeland Township, Chester County, Pennsylvania, as identified in Exhibit "A" attached hereto (the "Grantor Property") and recorded at Deed Book 4636, Page 1562, September 17, 1999, in Chester County.

B. Grantee has requested that Grantor grant a wastewater disposal easement in favor of Grantee, and Grantor is willing to grant this exclusive easement to Grantee for construction and operation of an auxiliary underground disposal system limited to disposal beds or drip irrigation and expressly forbidding the use of spray irrigation disposal by sprinkler heads or any other technology approved to dispose of wastewater above the ground surface, for disposal of treated wastewater pumped from Grantee's Twin Hills wastewater treatment plant.

C. Subject to the conditions contained herein, Grantor has agreed to grant to Grantee an underground wastewater disposal easement across the portion of the Grantor Property described in Exhibit "B" attached hereto (the "Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Easement. Subject to the satisfaction of the conditions contained herein, Grantor hereby grants to Grantee, its successors and assigns an easement exclusively to construct, keep and utilize an underground wastewater disposal system in the Easement Area at the location described in Exhibit B and hereby grants to Grantee, its successors and assigns, the right to come on to the Easement Area from time to time during business hours, upon at least twenty-four (24) hours advance notice to Grantor, its successors and assigns, for the purpose of inspecting, maintaining, repairing and improving the underground wastewater disposal system, provided, however, that, in inspecting, maintaining, repairing and improving the underground wastewater disposal system, Grantee shall not unreasonably interfere with the use or ownership of the Grantor's Property by Grantor or any of its grantees. In the event of

an emergency presenting a threat to humans or the environment, Grantor waives the requirement for twenty-four (24) hours advance notice and Grantee shall provide notice to Grantor within twenty-four (24) hours after entering the Easement Area.

2. Compensation. In consideration of the grant of this easement, Grantee shall pay to Grantor one dollar (\$1.00) at the time of execution of this Agreement.

3. Construction.

(a) Grantee shall deliver written notice to Grantor (the "Notice") at least thirty (30) days prior to the date by which all installation of the underground wastewater disposal system in the Easement Area shall be commenced, which date shall be determined by Grantor in its sole and absolute discretion, which shall not be unreasonably withheld, and subject to the conditions of any Pennsylvania Department of Environmental Protection permit approvals. Within 120 days following commencement of construction, installation of the underground wastewater disposal system shall be completed in the Easement Area, weather permitting. The wastewater disposal system shall be installed in a manner which will cause the least amount of disturbance to Grantor's open space property and in no instance shall grading be permitted with slopes in excess of 10 feet horizontal to one foot vertical.

(b) In the event that Grantee or assignee shall perform any repair or maintenance activities with respect to the underground wastewater disposal system resulting in disturbance of the Easement Area, Grantee shall completely restore the Easement Area to its original condition promptly after completion of such repair and, if necessary, hydroseed, and replace any damaged trees or municipal roadway.

(c) The cost of permitting, maintaining, repairing, inspecting and improving the underground wastewater disposal system shall be solely born by Grantee. If the Pennsylvania Department of Environmental Protection requires additional maintenance of the easement area beyond annual mowing, Grantee shall be responsible for the cost of such additional maintenance.

(d) In the event that the Grantee shall require that the underground wastewater disposal system be accessible by an all weather surface, Grantee agrees to topsoil and seed any access lane such that the surface shall appear to be lawn. This shall be done within 90 days, weather permitting. No asphalt, macadam, concrete, stone or other all-weather surface shall be installed in the Easement Area by Grantee or any successor to Grantee unless such surface is covered with topsoil and shall appear to be lawn unless the Grantor or assignee approve of such alternate plans submitted by Grantee.

4. Insurance, Indemnification, Mechanics' Liens and Restoration. Grantee shall maintain and cause its contractors and others performing work in the Easement Area to maintain public liability insurance in the amount of One Million Dollars (\$1,000,000.00), shall cause Grantor to be added as an additional insured under such insurance policy, and shall furnish Grantor with certificates evidencing such insurance upon Grantor's request. Grantee shall and hereby does indemnify and hold harmless Grantor from and against any and all losses, claims, damages, liabilities, liens, costs and expenses arising in connection with any entry by Grantee into the Easement Area. Grantee shall obtain and file mechanics' lien waivers prior to the commencement of any work in the Easement Area, and shall pay all contractors and others performing work in the Easement Area in full immediately when such payments are due and shall and hereby does indemnify and hold harmless Grantor from and against any and all mechanics' liens for work in the Easement Area. Grantee shall promptly and diligently pursue completion of any and all work in the Easement Area in a good and workmanlike manner and shall restore the Easement Area immediately upon completion of the work.

5. General Provisions.

(a) **Binding Effect.** This Easement Agreement and all conditions and terms herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Grantor agrees that the Easements created herein shall run with the land, and any deed of conveyance of the Easement Area or any portion thereof shall incorporate by reference the terms of this Easement Agreement.

(b) **Recording.** All costs of recording this Easement Agreement shall be borne by Grantor.


(c) **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the law of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day year first written above.


GRANTOR:

REALEN HOMES, LLC

ATTEST:



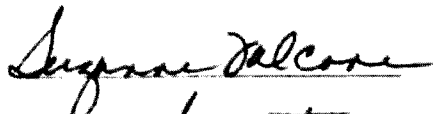
Assistant Secretary

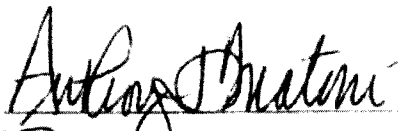
By: 
Title: President

GRANTEE:

LITTLE WASHINGTON WASTEWATER
COMPANY

ATTEST:


asst. secretary

By: 
Title: PRESIDENT

STATE OF PENNSYLVANIA :
 : ss.
COUNTY OF *Montgomery* :

On this *18th* day of *August*, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Anthony J. Donatoni, who acknowledged himself to be the President of Little Washington Wastewater Company, and that as such President, being authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Little Washington Wastewater Company, by himself as such President.

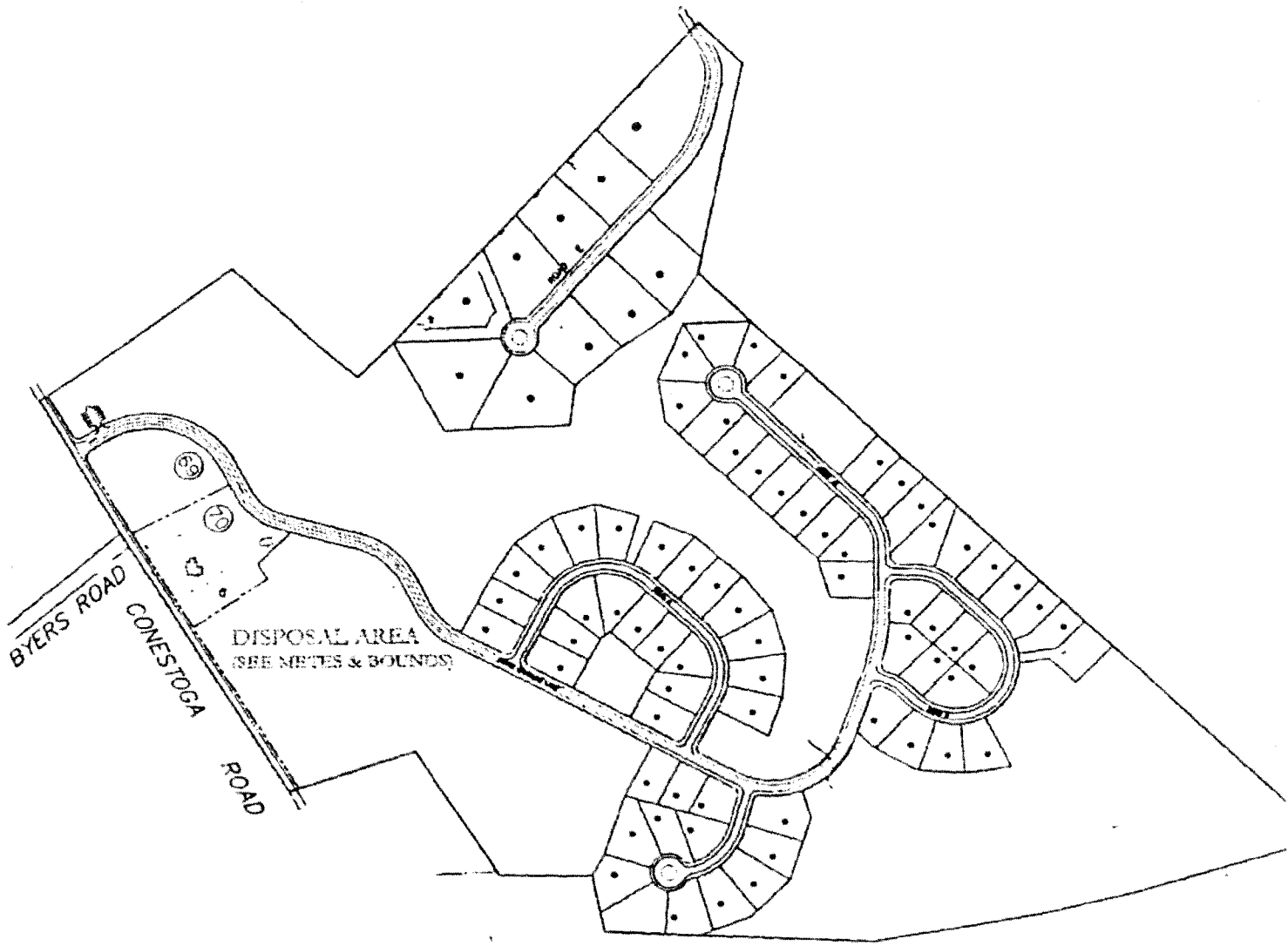
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

Patricia M. Scapansky
Notary Public

My Commission Expires:

Notarial Seal
Patricia M. Scapansky, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires May 10, 2004
Member, Pennsylvania Association of Notaries



"Grantor Property"
Pickering Meadows, West Pikeland Township, Chester County

EXHIBIT "A"

to

Underground Wastewater Disposal Easement Agreement between Realer and LWWC

CHESTER VALLEY ENGINEERS, INC.

Civil Engineers & Land Surveyors

83 Chestnut Road • P.O. Box 447 • Paoli • Pennsylvania • 19301

(610) 644-4623 • Fax (610) 889-3143 • www.chesterv.com

#13761 – Pickering Meadows

Irrigation Area Easement

June 7, 2000

Dwg. 10348-1

Page 1

ALL THAT CERTAIN parcel of land **SITUATE** in West Pikeland Township, Chester County, Pennsylvania, being shown as Irrigation Area Easement on Plan of Subdivision for Pickering Meadows dated January 12, 1996 and last revised June 7, 2000, and being more fully described as follows:

BEGINNING at a point on the common line between Lot 70 and 744,191 s.f. Open Space, said beginning point being measured South 67 degrees 25 minutes 15 seconds East 111.31 feet from the northerly corner in common of Lot 70 and said open space; thence from the point of beginning, through said open space, the following ten (10) courses and distances: (1) South 85 degrees 25 minutes 29 seconds East 98.69 feet; (2) South 74 degrees 51 minutes 16 seconds East 90.00 feet; (3) South 68 degrees 26 minutes 37 seconds East 52.87 feet; (4) South 49 degrees 14 minutes 36 seconds East 89.14 feet; (5) South 31 degrees 01 minute 25 seconds East 116.94 feet; (6) South 59 degrees 09 minutes 50 seconds West 180.00 feet; (7) South 46 degrees 39 minutes 05 seconds West 41.88 feet; (8) South 42 degrees 37 minutes 00 seconds West 258.80 feet; (9) South 59 degrees 42 minutes 35 seconds West 25.23 feet; (10) North 31 degrees 02 minutes 08 seconds West 369.99 feet to a point on line of Lot 70; thence along Lot 70, the following three (3) courses and distances: (1) North 58 degrees 57 minutes 44 seconds East 121.25 feet; (2) North 04 degrees 38 minutes 25 seconds East 113.70 feet; (3) North 67 degrees 25 minutes 15 seconds East 105.57 feet to the point of beginning; and **ENCOMPASSING** 3.798 acres of land, be the same, more or less.

Exhibit B