

Prepared by/Return to:

Debra A. Shulski, Esquire
Riley Riper Hollin & Colagreco
717 Constitution Drive, Suite 201
Exton, PA 19341

UPI No. 39-5-10 and 39-5-10.1

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT, is made the 4th day of November, 2025 ("Easement Agreement"), by and between **CALN TOWNSHIP**, a body corporate and politic organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania and having an address of 253 Municipal Drive, Thorndale, PA 19372 ("Township"), and **4423 RW ASSOCIATES, LLC**, a Pennsylvania limited liability company with an address of 4423 West Lincoln Highway, Downingtown, PA 19335 ("Grantor").

WITNESSETH:

WHEREAS, the Grantor is the owner of real property identified as UPI No. 39-5-10 and 39-5-10.2 located at 4427 and 4423 West Lincoln Highway, Chester County, Pennsylvania, respectively and described in more detail in the Deed recorded at Book 11165, Page 36 in the office of the Recorder of Deeds in and for Chester County, Pennsylvania (the "Property");

WHEREAS, Grantor had filed a Preliminary/Final Land Development Application with the Board of Commissioners of the Township (the "Board") pursuant to which Grantor sought to renovate the Property by refurbishing the existing dealership building, restripe parking, electrical vehicle stations, a vehicle display pad and installation of sidewalks, landscaping and other site improvements (the "Development");

WHEREAS, on January 26, 2023, the Board granted preliminary/final approval of the land development plans prepared by Howell Engineering, titled, "Preliminary/Final Land Development Plans-of 4423 RW Associates, LLC (Colonial Hyundai) at 4423 West Lincoln Highway ", dated July 15, 2022, last revised December 14, 2023, consisting of 11 sheets (the "Plan") subject to certain conditions being met by Grantor;

WHEREAS, as part of the Development, Grantor constructed a four (4) foot wide sidewalk (the "Grantor's Sidewalk") to be located in the "Proposed Sidewalk Easement" area consisting of approximately 7,117 square feet as shown on that certain Easement Exhibit plan dated September 8, 2025, prepared by Howell Engineering attached hereto as Exhibit "A" (the "Easement Exhibit") and further described in the legal description prepared by Howell Surveying dated September 8, 2025 attached hereto as Exhibit "B.";

WHEREAS, the Grantor intended to dedicate the area where the sidewalk was constructed as right of way to the Pennsylvania Department of Transportation ("PennDOT") but PennDOT is not willing to accept the right of way.

WHEREAS, Grantor is enter into this Easement Agreement with the Township to grant public access to Grantor's Sidewalk; and

WHEREAS, the parties hereby intend to memorialize the Grantor's Sidewalk Easement (defined below) and Sidewalk Extension Easement (defined below), which the Grantor is willing to grant to the Township, under and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor and the Township, the Grantor and the Township, each intending to be legally bound hereby, agree as follows:

1. Incorporation of Background Paragraphs. The foregoing background paragraphs are incorporated herein by reference as if fully set forth herein.
2. Grantor's Sidewalk Easement. The Grantor hereby gives, grants, bargains, sells and conveys to the Township, its successors and assigns, and to the public the non-exclusive, free, uninterrupted, perpetual, and permanent easement for the purpose of a general pedestrian right-of-way over and across the Grantor's Sidewalk for pedestrian access by the public in the Sidewalk Easement area, as identified in the Easement Exhibit (the "Grantor's Sidewalk Easement").
3. Grantor's Reservation of Rights. The Grantor shall have, and hereby retains and reserves for itself, and its successors and assigns, full use and enjoyment of the Grantor's Sidewalk and the Sidewalk Easement Area, and all rights, title and interest in each of the foregoing which are not materially inconsistent with and which do not unreasonably interfere with the purposes hereby granted to the Township.
4. Duration of Easement. The parties' respective rights and obligations hereunder shall be perpetual and shall continue in full force and effect forever, and shall be binding upon and inure to the benefit of the Grantor, the Township and each of their respective successors, grantees and assigns.

5. Indemnification. The Township agrees to indemnify, defend, and hold harmless the Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including, without limitation, reasonable attorneys' fees, arising from the exercise by the Township of any rights granted by this Easement Agreement, unless such claims, actions, causes of action, loss, damage, injury, liability, cost or expense are caused by Grantor's negligence.

6. Conduct of the Township. The Township shall exercise its rights under this Easement Agreement in such a way as to be minimally disruptive to the Grantor.

7. Runs with the Land. This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

8. Recording. This Easement Agreement shall be recorded in the Office of the Recorder of Deeds of Chester County at the sole cost and expense of the Grantor.

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

10. Entire Agreement; Amendment; Counterparts. This Easement Agreement is the entire and only understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written. This Easement Agreement may be modified or amended only upon the mutual written consent of the Township and the Grantor, or their respective legal representatives, successors or assigns. This Easement Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument, and any of the parties hereto may execute the Easement Agreement by signing any counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year aforesaid.

ATTEST:

CALN TOWNSHIP


Don Vymazal, Secretary

Name: Paul Mullin
Title: President Board of Commissioners

ATTEST:



4423 RW Associates, LLC



Name: Wayne Hilcman
Title: Managing Partner

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

On this, the ____ day of _____, 2025, before me, a Notary Public, the undersigned officer, personally appeared Paul Mullin, who acknowledged himself to be the President of the Board of Commissioners of **CALN TOWNSHIP**, and that as such, is authorized to execute the foregoing instrument for the purposed therein contained.

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

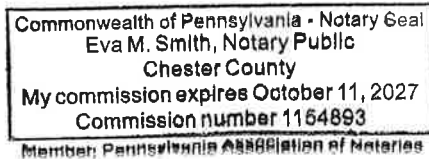
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF Chester _____ :

On this, the 4 day of November, 2025, before me, a Notary Public, the undersigned officer, personally appeared **WAYNE HILEMAN**, who acknowledged herself to be the Managing Partner of 4423 RW Associates, LLC, and that as such, she is authorized to execute the foregoing instrument for the purposed therein contained.

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

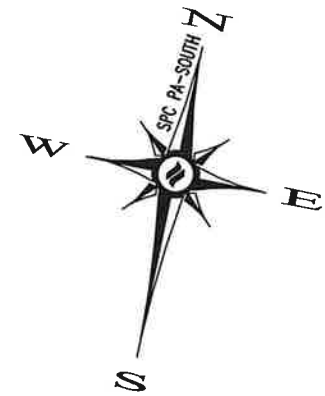
NOTARY PUBLIC



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EXHIBIT "A"
Easement Exhibit

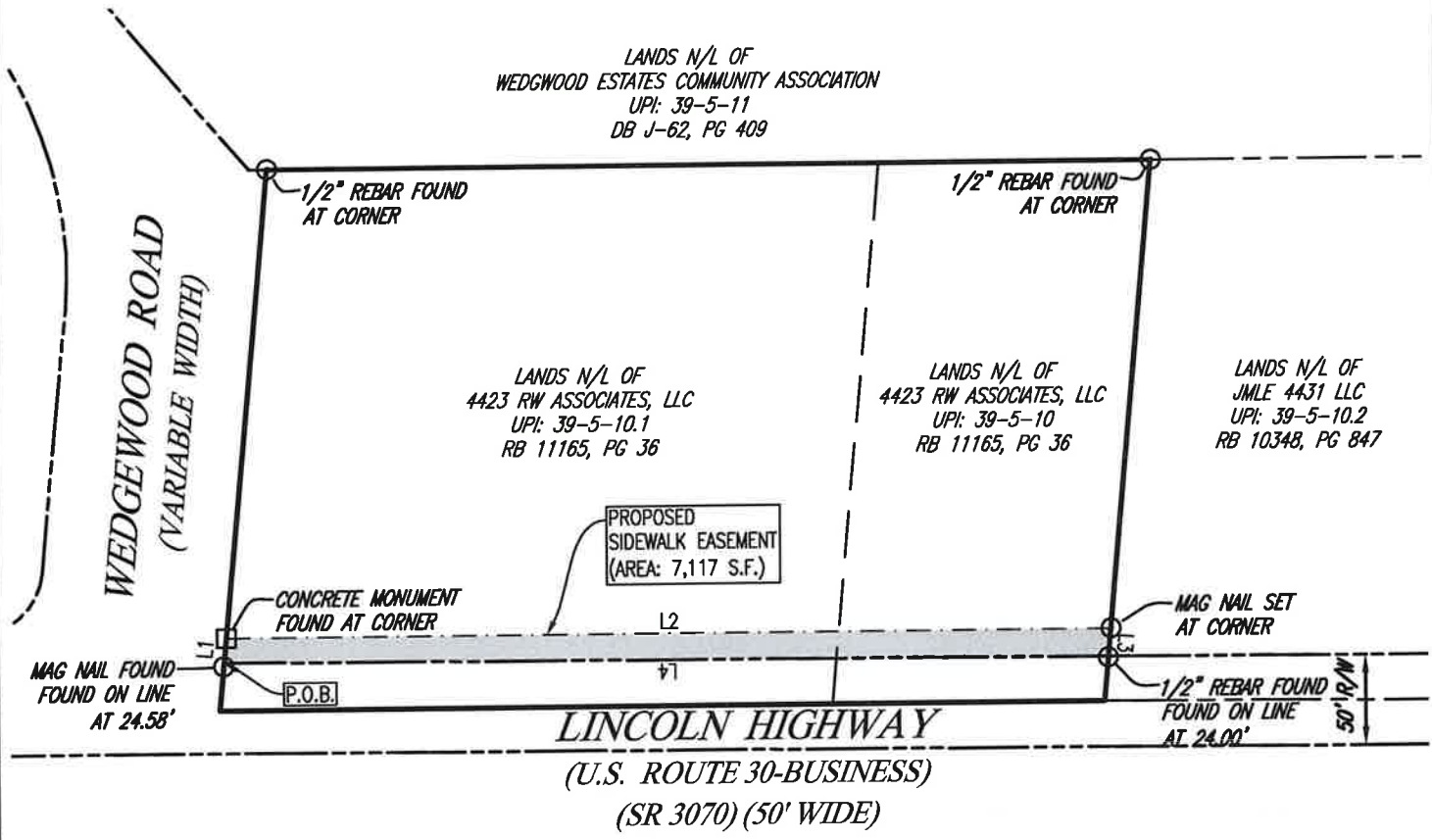
See attached.



Proposed Easement Line Table		
Line #	Direction	Length
L1	N06°57'25"W	13.76'
L2	N77°47'15"E	488.00'
L3	S06°57'25"E	15.53'
L4	S77°59'39"W	487.84'

REFERENCE PLAN:

1. PLAN ENTITLED "AS-BUILT PLAN OF LINCOLN HIGHWAY COLONIAL HYUNDAI" PREPARED BY HOWELL SURVEYING, WEST CHESTER, PA, DATED 5/6/2025, LAST REVISED 8/18/2025.

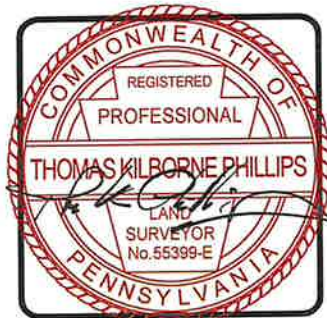


GRAPHIC SCALE
1 inch = 100 feet

DATE: 9/8/2025 SCALE: 1"=100'
 DRAWN: TKP CHECKED: PSN
 PROJECT: 16594 CAD FILE: 16594 EXHIBIT.DWG

EASEMENT EXHIBIT

CLIENT: 4423 RW ASSOCIATES, LLC
 PROJECT: PROPOSED SIDEWALK EASEMENT
 4423 LINCOLN HIGHWAY
 LOCATION: CALN TOWNSHIP, CHESTER COUNTY, PA



HOWELL
SURVEYING
Local Knowhow. Engineered.

1250 Wrights Lane, West Chester, PA 19380
 (610) 918-9004 | Fax: (610) 918-9005

EXHIBIT "B"

Legal Description

See attached

Legal Description
PROPOSED SIDEWALK EASEMENT
Over Lands Of
4423 RW ASSOCIATES, LLC
(UPI 39-5-10 & 39-5-10.1)
For
CALN TOWNSHIP

All that certain easement situate in the Township of Caln, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Easement Exhibit – Proposed Sidewalk Easement – 4423 Lincoln Highway" dated 9/8/2025, prepared for 4423 RW Associates, LLC, by Howell Surveying, West Chester, PA, and to be recorded in the office of the Recorder Of Deeds in and for the County of Chester with this document, being more particularly described as follows:

Beginning at a point formed by the intersection of the northerly right-of-way line of Lincoln Highway (U.S. Route 30-Business) (SR 3070) (50 Feet Wide) and the easterly right-of-way line of Wedgewood Road (Variable Width), as shown on said plan;

thence from said **Point of Beginning**, running along said easterly right-of-way line of Wedgewood Road, North $06^{\circ}57'25''$ West, 13.76 feet to a concrete monument found;

thence, running through lands now or late of 4423 RW Associates, LLC (UPI #39-5-10.1 & 39-5-10), North $77^{\circ}47'15''$ East, 488.00 feet to a mag nail set on the westerly line of lands now or late of JMLE 4431 LLC (UPI #39-5-10.2);

thence, along the same, South $06^{\circ}57'25''$ East, 15.53 feet to a point on said northerly right-of-way line of Lincoln Highway;

thence, along the same, South $77^{\circ}59'39''$ West, 487.84 feet to the **Point and Place of Beginning**.

Containing: 7,117 Square Feet or 0.163 Acre of Land, be the same more or less.

Being: "Proposed Sidewalk Easement" as shown on said plan.

Subject to: Any easements or encumbrances as may appear of record.

Prepared: September 8, 2025

[16594 Legal Description Sidewalk Easement.docx](#)

