

**UPPER DARBY TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA
RESOLUTION NO. 35-25**

**A RESOLUTION OF UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZING A TEMPORARY ACCESS, MAINTENANCE AND UTILITY EASEMENT AGREEMENT
FOR CERTAIN REAL PROPERTY OWNED BY UPPER DARBY TOWNSHIP**

WHEREAS, Upper Darby Township ("Township") is the owner of certain real property located at: (a) 0 69th Street, Upper Darby, PA, which parcel is commonly known as the "69th Recreational Area" and is more fully identified as Delaware County Tax Parcel ID No. 16010157206 ("Recreational Parcel"); (b) 0 Montgomery Avenue, Upper Darby, PA, which parcel is more fully identified as Delaware County Tax Parcel ID No. 16010100201 ("Maintenance Parcel"); and (c) 0 Long Lane, Upper Darby, PA, which parcel is more fully identified as Delaware County Tax Parcel ID No. 16010150601 ("Open Space Parcel") (collectively, "Township's Property"); and

WHEREAS, on or about July 2, 2025, the Township entered into a certain Lease Agreement ("Lease Agreement") with Rise Up Towers, LLC ("Rise Up") for the Recreational Parcel which allows Rise Up to utilize the Recreational Parcel for the construction, support and operation of a wireless communications facility as set forth in further detail in the Lease Agreement; and

WHEREAS, the Lease Agreement contemplates the negotiation and execution of an easement agreement for the Township's Property for access, maintenance and utilities; and

WHEREAS, the Township and Rise Up have negotiated the required easement agreement, which is attached hereto as Exhibit "A"; and

WHEREAS, Township Council believes it to be in the best interests of the Township to approve the execution and recording of the easement agreement and to authorize the

appropriate Township officers to take such steps necessary to implement the intent of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Upper Darby Township Council, and it is hereby **ADOPTED** and **RESOLVED** by authority of same as follows:

1. The Easement Agreement between Upper Darby Township and Rise Up Towers, LLC providing for temporary access, maintenance and utility easements for the Township's Properties as set forth in Exhibit "A" hereto is approved.
2. The proper officers are hereby authorized to take such steps as may be necessary to implement the intent of this Resolution.
3. All resolutions, or parts thereof, inconsistent with the provisions of this Resolution are hereby repealed to the extent of the inconsistency.
4. The provisions of this Resolution are declared to be severable. If any provision of this Resolution is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Resolution.
5. This Resolution shall become effective immediately upon the signature of the Mayor or, in the event the Mayor neither approves nor vetoes this Resolution, fifteen days after the last day on which the Mayor can approve or veto this Resolution, as set forth in the Upper Darby Township Home Rule Charter, Section C-702.C.

ADOPTED and **RESOLVED** this 17th day of September, 2025.

SEAL:

ATTEST: _____

MICHELLE BILLUPS

Secretary of Council

BY: _____

HAFIZ TUNIS

President of Council

Resolution No. 35-25 is hereby approved this _____ day of September, 2025.

ATTEST: _____

CRANDALL O. JONES

Chief Administrative Officer

BY: _____

EDWARD BROWN

Mayor

Exhibit "A"

**TEMPORARY ACCESS, MAINTENANCE
AND UTILITY EASEMENT AGREEMENT**

Exhibit "A"

Prepared by and Return to:

Michael P. Malloy, Jr., Esquire
Obermayer Rebmann Maxwell & Hippel LLP
1001 Conshohocken State Road
Suite 1-210
West Conshohocken. PA 19428

Portions of Delaware County Tax Parcel ID Nos. 16010100201; 16010150601; and 16010157206

TEMPORARY ACCESS, MAINTENANCE AND UTILITY EASEMENT AGREEMENT

THIS TEMPORARY ACCESS, MAINTENANCE AND UTILITY EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2025, between **UPPER DARBY TOWNSHIP**, a home rule community with an address of 100 Garrett Road, Upper Darby, PA 19082 ("Grantor") and **RISE UP TOWERS, LLC**, a Pennsylvania limited liability company, with an address of 19 Highgate Lane, Blue Bell, Pennsylvania 19422 ("Grantee").

BACKGROUND

A. Grantor is the legal owner of the real property located at: (a) 0 69th Street, Upper Darby, PA, which parcel is commonly known as the "69th Recreational Area" and is more fully identified as Delaware County Tax Parcel ID No. 16010157206 ("Recreational Parcel"); (b) 0 Montgomery Avenue, Upper Darby, PA, which parcel is more fully identified as Delaware County Tax Parcel ID No. 16010100201 ("Maintenance Parcel"); and (c) 0 Long Lane, Upper Darby, PA, which parcel is more fully identified as Delaware County Tax Parcel ID No. 16010150601 ("Open Space Parcel") (together, "Grantor's Property").

B. Grantor and the general public use the Recreational Parcel for sports activities and the Open Space Parcel as open space; and Grantor uses the Maintenance Parcel for its public works and maintenance operations.

C. In accordance with a certain ground lease between Grantor and Grantee ("Lease"), with a Commencement Date of July 2, 2025, Grantee is permitted to construct a cellular telecommunications facility ("Facility") on a portion of the Recreational Parcel ("Leased Area").

D. To facilitate construction and future maintenance of the Facility, Grantee requires certain easements from Grantor, as follows:

- i. Temporary access easement over, on, and across certain portions of the Recreational Parcel and the Open Space Parcel for access to the Leased Space a/k/a the Leased Area during the initial construction of the Facility.
- ii. Utility easement across and under certain portions of the Recreational Parcel to permit the installation and maintenance of utilities for the Facility.

- iii. Easements on the Maintenance Parcel for access to the Crane Area and Parking Space (hereinafter defined) for the construction and thereafter, for the continued maintenance of the Facility during the term of the Lease.

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor, the party of the first part, has granted, bargained, sold, and conveyed unto Grantee, the party of the other part, its successors and assigns, the easements herein described for the uses and purposes set forth on and upon the lands of Grantor that are more particularly described and illustrated herein:

TEMPORARY ACCESS EASEMENT

1. Grantor hereby grants to Grantee a temporary access easement ("Temporary Easement") over and across the Recreational Parcel and Open Space Parcel in the area identified as "Proposed 20' Wide Temporary Construction Easement" ("Temporary Easement Area") on the plan entitled "Temporary 20' Construction Easement", prepared by Howell Surveying, dated June 13, 2025 ("Easement Plan"), which, along with a legal description of the Temporary Easement Area, is attached collectively as **Exhibit "A"** hereto.

2. The Temporary Easement is granted to Grantee, for the benefit of Grantee, its employees, representatives, agents, and contractors and any subcontractors for ingress and egress on, over and across the Temporary Easement Area for purposes of accessing the Leased Area, which is identified on the Easement Plan as "Proposed 15' x 70' Lease Area 1050 S.F.". Oversized vehicles used by the Grantee during construction, being the cement truck, crane and steel delivery truck shall be prohibited from using the Temporary Easement Area.

3. This Temporary Easement shall automatically become void upon the earliest to occur of the completion of the initial construction of the Facility or June 30, 2026.

4. Grantee agrees that the following conditions will apply to Grantee's use of the Temporary Easement Area:

- a. Grantee shall provide written notice to Grantor of Grantee's intent to start construction no less than seven (7) days prior to the start of construction;
- b. At the request of Grantor, Grantee shall hold a preconstruction meeting no less than five (5) days prior to the start of construction;
- c. All dates selected under this Section 3 shall be mutually acceptable to both parties;
- d. No work shall be conducted before the hour of 8:00 a.m. or after 6:00 p.m.;
- e. No work shall be conducted during scheduled sporting events; and

- f. Any areas disturbed during the construction of the Facility shall be restored as best as reasonably practical by Grantee to their condition prior to construction.

UTILITY EASEMENT

1. Grantor hereby grants to Grantee, an easement over and under the portion of the Recreational Parcel within the five (5) foot wide area identified as “Proposed Utility Easement (1,178 S.F.)” (“Utility Easement Area”) on the plan entitled “Utility Easement Exhibit”, prepared by Howell Surveying, dated May 12, 2025 (“Utility Plan”), for the installation, maintenance, service, repair and replacement of private utilities to the Facility. The Utility Plan, along with a legal description of the Utility Easement Area, is attached collectively as **Exhibit “B”** hereto. Any area disturbed during the installation of the Utilities shall be restored promptly by Grantee to the condition that existed prior to the installation of the utilities. The Utility Easement shall be non-exclusive in that Grantor may use the surface of the Utility Easement Area so long as such use does not interfere with the Grantee’s utilities located therein.

2. Unless otherwise agreed by the parties to this Agreement in writing, Grantee shall be responsible for the removal of any utilities upon termination of the Lease and the restoration of the area to the condition that existed prior to the removal of the utilities.

TECH PARKING SPACE AND CRANE AREA EASEMENT

1. **Parking Easement.** Grantor hereby grants to Grantee, its contractors, subcontractors and subtenants, a non-exclusive easement for ingress and egress over that portion of the Maintenance Parcel reasonably necessary to access the area identified as “Proposed 9’ x 25’ Parking Easement 220 S.F.” (“Parking Space”) on the plan entitled “Parking Easement Exhibit”, prepared by Howell Engineering, dated June 13, 2025 (“Parking Plan”), which along with a legal description of the Parking Easement Area, is attached collectively as **Exhibit “C”** hereto. Except in cases of emergency, Grantee will provide at least forty-eight (48) hours’ advance notice to Grantor prior to any visit to the Facility that will require use of the Parking Space so that Grantor may arrange for the Parking Space to be available for Grantee when needed. The Parking Space will be used by technicians performing routine inspections of the Facility. When the Parking Space is not in use by Grantee, Grantor may use it for parking.

2. **Crane Easement.** Grantor hereby grants to Grantee, its contractors, subcontractors and subtenants, a non-exclusive easement for ingress and egress over that portion of the Maintenance Parcel reasonably necessary to access the area identified as “Proposed Crane Easement 1,085 S.F.” (“Crane Area”) on the plan entitled “Crane Easement Exhibit”, prepared by Howell Surveying, dated June 13, 2025, which, along with a legal description of the Crane Area, is attached collectively as **Exhibit “D”** hereto. The Crane Area shall be used by Grantee during the initial construction of the Facility and thereafter to conduct maintenance and upgrades to the Facility that require the use of a crane, subject to the following conditions:

- i. Grantee will work in good faith with Grantor to schedule the dates and times when the Grantee will require a crane to occupy the Crane Area;

- ii. No work by Grantee shall be conducted before the hour of 8:00 a.m. or after 6:00 p.m.;
- iii. Any areas disturbed by the crane shall be restored promptly by Grantee as best as reasonably practical to their condition prior to such use;
- iv. Grantee may utilize the Crane Area only so long as reasonably necessary and shall not store a crane or anything else in the Crane Area except when it is actively being used; and
- v. At all times when the Crane Area is not being used by Grantee, it may be used by Grantor for its purposes.

MISCELLANEOUS PROVISIONS

1. Grantee covenants and agrees to indemnify and to hold Grantor harmless from and against any and all claims, actions, causes of action, judgment, costs, expenses, and liabilities of any kind whatsoever incurred in connection with, arising from, or as a result of death, accident, injury, loss, or damage to any person or any property arising out of Grantee's work.

2. Grantee agrees to carry insurance for any of its activities related to the easements granted herein of the same type and in at least the same amount required in the Lease, and shall provide Grantor with proof of such insurance and a certificate naming Grantor as an additional insured prior to the start of construction or other activities on the Recreational Parcel, Open Space Parcel or Maintenance Parcel. Grantee shall cause its general contractor and subcontractors to provide at least the same insurance coverage and certificates of insurance, naming Grantor as an additional insured, that Grantee is required to provide, prior to their entry onto the Recreational Parcel, Open Space Parcel or Maintenance Parcel. The insurance referred to herein shall be comprehensive public liability insurance policies covering all of Grantee's, Grantee's contractors' and their subcontractors' operations, activities, liabilities and obligations on the Recreational Parcel, the Open Space Parcel and the Maintenance Parcel, and shall provide coverage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate. Grantee, its contractors and their subcontractors shall deliver a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Grantor's request to Grantee for such certificate. The insurance policies shall be issued by insurance companies authorized to do business in Pennsylvania with a BEST Rating of no less than "A" and shall provide thirty (30) days prior written notice to Grantor of any cancellation of such policy.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, and the terms "Grantor" and "Grantee" as used herein shall include their respective heirs, successors, and assigns.

5. This Agreement shall be construed to be a covenant running with the land binding upon Grantor, Grantee, and their respective heirs, successors, and assigns.

6. This Agreement shall not be modified except by written agreement of the parties.

7. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and all the easement rights and responsibilities shall be exercised in compliance with all applicable laws, ordinances, rules, and regulations.

8. The provisions of this Agreement shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional, and/or void, the remaining provisions of this Agreement shall, nevertheless, remain valid and binding.

9. In the event of the termination of the Lease between the parties, the easements created by this Agreement shall automatically terminate and the parties shall execute and record a termination of this Agreement, and all easements created by this Agreement. Grantee's obligations under this Agreement with respect to restoration of Grantor's Property and Grantee's indemnification obligations under this Agreement and all of Grantee's obligations under the Lease, which survive termination of the Lease, shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Temporary Access, Maintenance and Utility Easement Agreement as of the day and year contained on the first page of this document.

GRANTOR:

UPPER DARBY TOWNSHIP

Attest: _____

By: _____

GRANTEE:

RISE UP TOWERS, LLC

Attest: _____

By: _____

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania)
)
County of _____) ss

On _____, 2025, before me, the undersigned, personally appeared _____, known to me or satisfactorily proven to be the _____ of Upper Darby Township, the Grantor herein named, whose name is subscribed to the within instrument, and acknowledged that s/he executed the same with full authority for the purpose contained therein.

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

Notary Public

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania)
)
County of _____) ss

On _____, 2025, before me, the undersigned, personally appeared _____, known to me or satisfactorily proven to be the _____ of Rise Up Towers, LLC, the Grantee herein named, whose name is subscribed to the within instrument, and acknowledged that s/he executed the same with full corporate authority for the purpose contained therein.

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

Notary Public

EXHIBIT “A”

TEMPORARY EASEMENT PLAN AND LEGAL DESCRIPTION

1. RECORD OWNER/SITE ADDRESS:
UPPER DARBY TOWNSHIP
6810 MONTGOMERY AVENUE
UPPER DARBY, PA 19082
2. TAX PARCEL #: 15-01-01572-06
TAX MAP ID#: 15-18-714-000

Legal Description
PROPOSED 20' WIDE CONSTRUCTION EASEMENT
For
RISE UP TOWERS, LLC.

All that certain parcel of land situate in the Township of Upper Darby, County of Delaware, Commonwealth of Pennsylvania, as shown on plan entitled "Temporary 20' Construction Easement" dated 06/13/2025, prepared for Rise Up Towers, LLC., by Howell Surveying LLC., West Chester, PA:

COMMENCING at a point located at the intersection of the southern legal right-of-way of a Paper Street (unopened w/ 50' right-of-way) and dividing property line of lands now or late of KR 69th Street LP. (Parcel ID #16-01-01572-02) and lands now or late of Upper Darby Township (Parcel ID #16-01-01572-06); thence from point of commencement along said southern right of way of said Paper Street, South 54°48'11" East, 200.33 feet to a point, South 35°11'49" West, 14.00 feet to the **Point of Beginning**;

Thence from said beginning point running through the lands now or late of Upper Darby Township (Parcel ID #16-01-01572-06) and lands now or late of Upper Darby Township Municipal BLDG. (Parcel ID #16-01-01506-01) the following four (4) courses and distances:

- 1) South 54°48'11" East, 397.85 feet to a point;
- 2) South 35°11'49" West, 306.34 feet to a point;
- 3) South 43°30'13" West, 174.59 feet to a point;
- 4) South 66°47'20" West, 135.20 feet to the northeasterly side of South 69th Street (S.R. 2001, 70' Right of Way), a point of non-tangent curve;

Thence through said right of way, along said curve to the left having a radius of 512.86 feet an arc length of 20.01' feet, and whose chord bears, North 24°48'51" West, 20.01 feet to a point of non-tangency;

Thence leaving said right of way and running through said lands now or late of Upper Darby Township (Parcel ID #16-01-01572-06) and lands now or late of Upper Darby Township Municipal BLDG. (Parcel ID #16-01-01506-01) the following five (5) courses and distances:

- 1) North 66°47'20" East, 131.64 feet to a point;
- 2) North 43°30'13" East, 169.01 feet to a point;
- 3) North 35°11'49" East, 284.89 feet to a point;
- 4) North 54°48'11" West, 377.85 feet to a point;
- 5) North 35°11'49" East, 20.00 feet to the **Point and Place of Beginning**;

Being: “Proposed 20’ Wide Temporary Construction Easement” as shown on said plan.

Containing: 19,420 Square Feet or 0.446 Acre of Land, be the same more or less.

Prepared: August 21, 2025

EXHIBIT “B”

UTILITY EASEMENT PLAN AND LEGAL DESCRIPTION

WATKINS AVENUE

LANDS N/L OF
UPPER DARBY TOWNSHIP
PARCEL ID #16-01-01400-00
TAX MAP ID #16-18-701:000

LANDS N/L OF
UPPER DARBY SCHOOL DISTRICT TOWNSHIP
PARCEL ID #16-01-00968-00
TAX MAP ID #16-18-702:000
RECORD BOOK #57, PG. 2237

LANDS N/L OF
TOWNSHIP OF UPPER DARBY
PARCEL ID #16-01-01002-01
TAX MAP ID #16-18-705:000
RECORD BOOK #66, PG. 2202

MONTGOMERY AVENUE
(PAPER STREET)

CENTERLINE OF MONTGOMERY AVENUE

50' R/W

STORAGE AREA

CONCRETE CURB

S63°56'01"E 21.08'

S54°01'30"E 48.90'

S54°48'09"E 604.80'

S63°56'01"E 5.10'

S63°56'01"E 25.74'

N63°56'01"W 46.75'

N54°01'30"W 22.15'

S16°05'22"E 22.15'

S54°01'30"E 138.88'

N54°01'30"W 140.60'

S35°58'30"W 5.00'

N26°03'59"E 5.00'

P.O.C. BUILDING

P.O.B.

PAVED PARKING LOT

PROPOSED UTILITY EASEMENT (1,178 S.F.)

LANDS N/L OF
UPPER DARBY TOWNSHIP
PARCEL ID #16-01-01572-06
TAX MAP ID #16-18-714:000

LANDS N/L OF
KR 69TH STREET LP &
C/O RYAN PROPERTY TAX DEPT.
PARCEL ID #16-01-01572-02
RECORD BOOK #1218, PF.837

40 0 20 40 80

GRAPHIC SCALE
1 inch = 40 feet

Legal Description
PROPOSED UTILITY EASEMENT
For
RISE UP TOWERS, LLC.

All that certain easement situate in the Township of Upper Darby, County of Delaware, Commonwealth of Pennsylvania, as shown on plan entitled "Utility Easement Exhibit 6810 Montgomery Ave." dated 05/12/2025, prepared for Rise Up Towers, LLC., by Howell Surveying LLC., West Chester, PA, and to be recorded in the office of the Recorder Of Deeds in and for the County of Delaware, with this document, being more particularly described as follows:

COMMENCING at a point located at the intersection of the southern legal right-of-way of Montgomery Avenue (paper street w/ 50' right-of-way) and dividing property line of lands now or late of KR 69th Street LP. (Parcel ID #16-01-01572-02) and lands now or late of Upper Darby Township (Parcel ID #16-01-01572-06); thence along said dividing line, South 45°49'25" East, 8.42 feet to a point; said point being the ***POINT OF BEGINNING***;

thence from said beginning point, running through the lands now or late of Upper Darby Township (Parcel ID #16-01-01572-06) the following eight (8) courses and distances:

- 1) South 63°56'01" East, 21.08 feet to a point;
- 2) South 54°01'30" East, 48.90 feet to a point;
- 3) South 16°05'22" East, 22.15 feet to a point;
- 4) South 54°01'30" East, 138.88 feet to a point;
- 5) South 35°58'30" West, 5.00 feet to a point;
- 6) North 54°01'30" West, 140.60 feet to a point;
- 7) North 16°05'22" West, 22.15 feet to a point;
- 8) North 54°01'30" West, 46.75 feet to a point;

thence continuing through said lands and partially through lands now or late of KR 69th Street LP. (Parcel ID #16-01-01572-02), North 63°56'01" West, 25.74 feet to a point;

thence continuing through said lands of KR 69th Street LP. the following two (2) courses and distances:

- 1) North 26°03'59" East, 5.00 feet to a point;
- 2) South 63°56'01" East, 5.10 feet to the **Point and Place of Beginning**

Containing: 1,178 Square Feet, or 0.027 Acres of Land, be the same more or less.

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

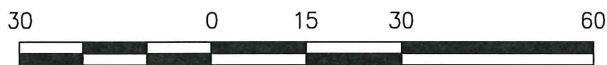
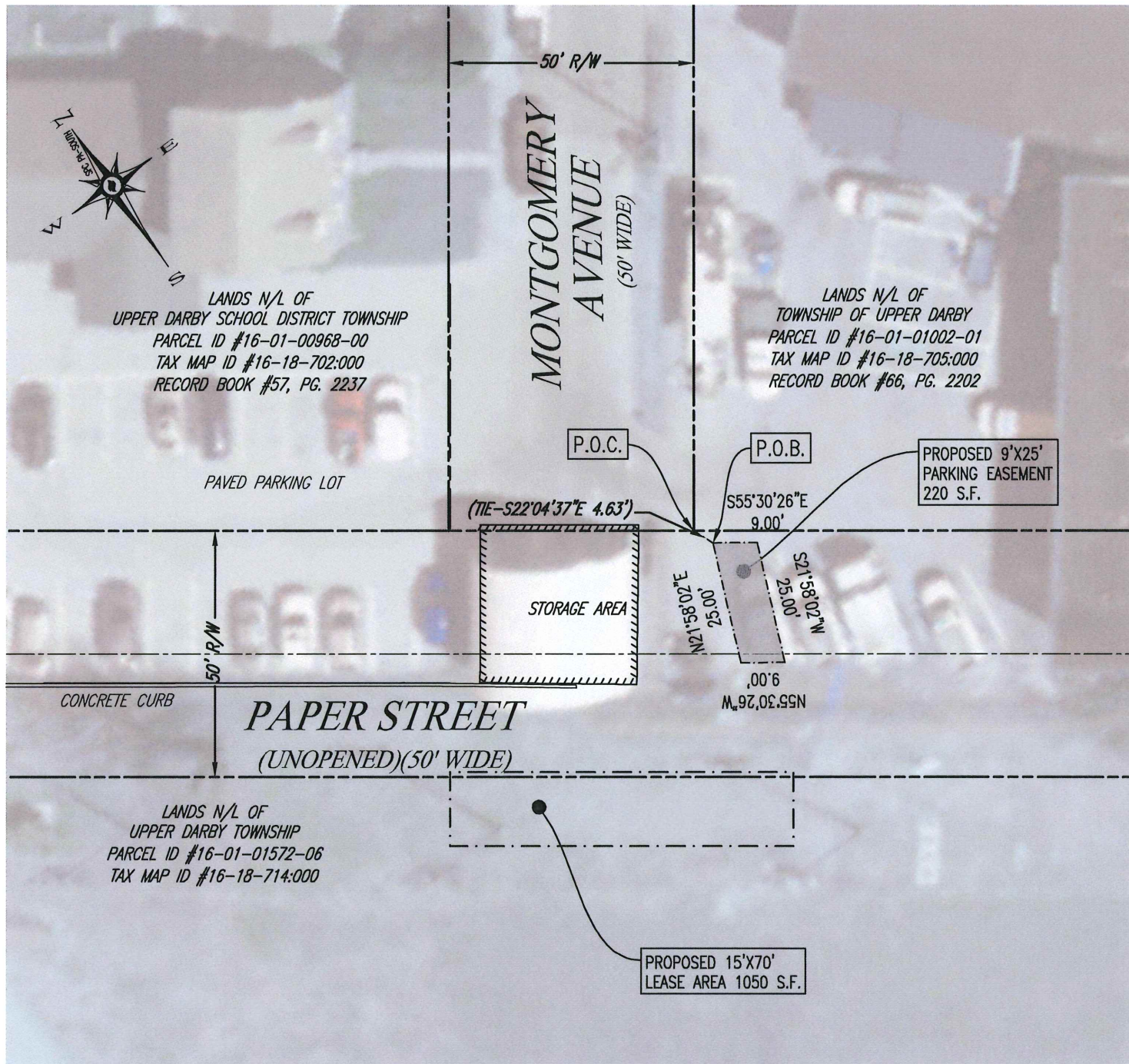
Prepared: 5-12-2025

[16510 UTILITY EASE.docx](#)



EXHIBIT “C”

PARKING SPACE PLAN AND LEGAL DESCRIPTION



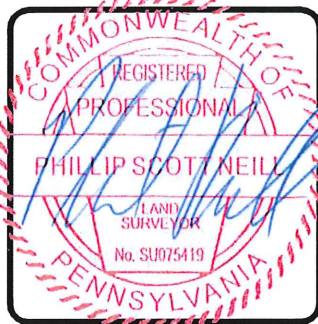
GRAPHIC SCALE

1 inch = 30 feet

DATE: 06-13-2025 SCALE: 1"=30'
DRAWN: BRK CHECKED: PSN
PROJECT: 16510 CAD FILE: 16510 PARK EASE 5-12-25 REV1.DWG

PARKING EASEMENT EXHIBIT

CLIENT: RISE UP TOWERS
PROJECT: 6810 MONTGOMERY AVE.
UPPER DARBY, PA 19082
LOCATION: UPPER DARBY TWP, DELAWARE COUNTY, PA



HOWELL
SURVEYING
Local Knowhow. Engineered.

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

Legal Description
PROPOSED PARKING EASEMENT
For
RISE UP TOWERS, LLC.

All that certain easement situate in the Township of Upper Darby, County of Delaware, Commonwealth of Pennsylvania, as shown on plan entitled "Parking Easement Exhibit 6810 Montgomery Ave." dated 06/13/2025, prepared for Rise Up Towers, LLC., by Howell Surveying LLC., West Chester, PA, and to be recorded in the office of the Recorder Of Deeds in and for the County of Delaware, with this document, being more particularly described as follows:

COMMENCING at a point located at the intersection of the northeasterly right-of-way line of a paper street (50' wide) and southeasterly right-of-way line of Montgomery Avenue (50' wide); thence from point of commencement, South 22°04'37" East, 4.63 feet to the **Point and place of Beginning**;

thence from said beginning point, running through said paper street, the following four (4) courses and distances:

- 1) South 55°30'26" East, 9.00 feet to a point;
- 2) South 21°58'02" West, 25.00 feet;
- 3) North 55°30'26" West, 9.00 feet to a point;
- 4) North 21°58'02" East, 25 feet to the **Point and Place of Beginning**.

Containing: 220 Square Feet of Land, be the same more or less.

Being: "Proposed 9' x 25' Parking Easement" as shown on said plan.

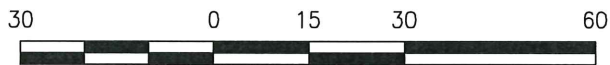
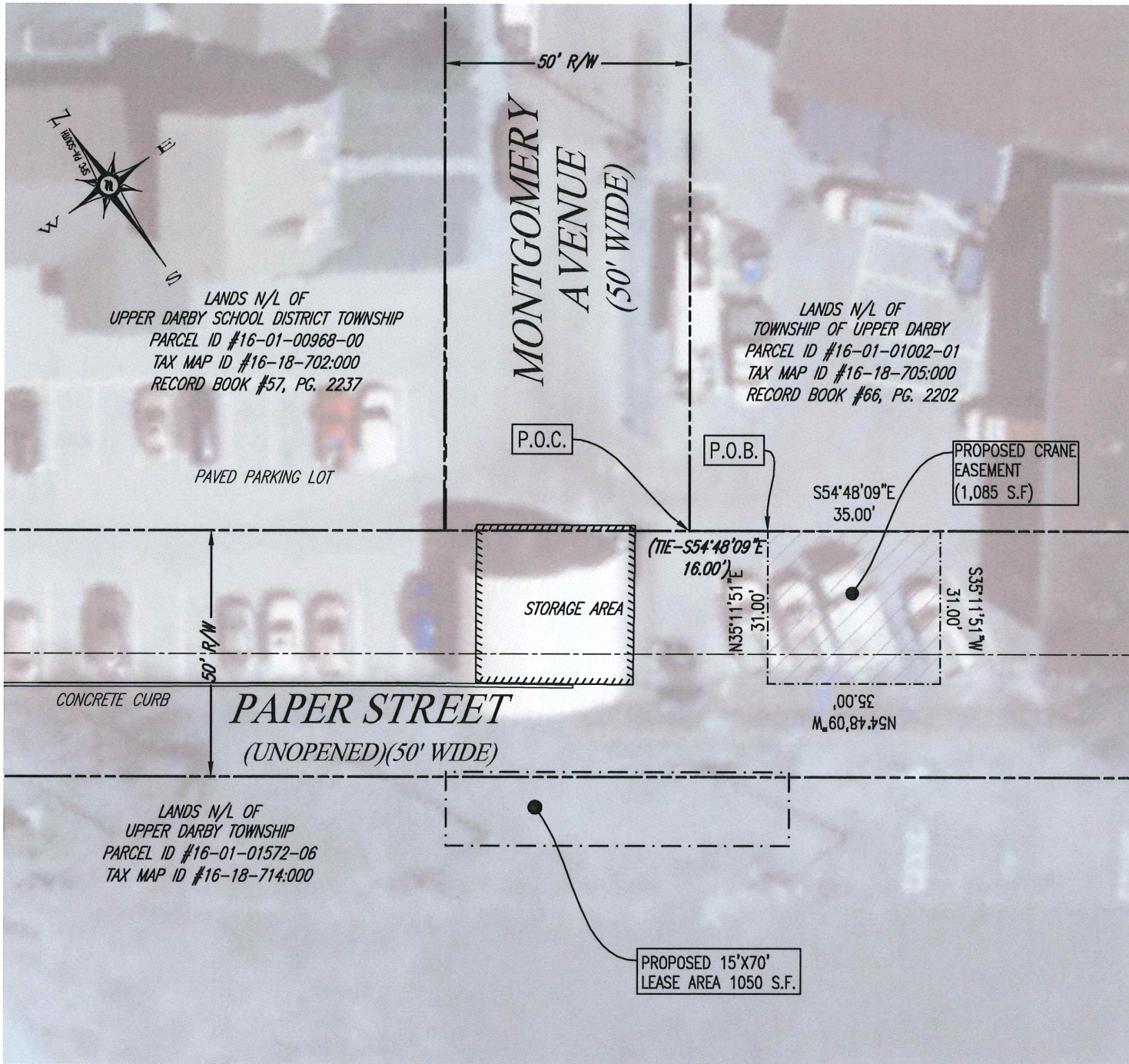
Prepared: 6-13-2025

[16510 PARKING EASE.docx](#)



EXHIBIT “D”

CRANE AREA PLAN AND LEGAL DESCRIPTION



GRAPHIC SCALE
1 inch = 30 feet

DATE: 06-13-2025 SCALE: 1"=30'
DRAWN: BRK CHECKED: PSN
PROJECT: 16510 CAD FILE: 16510 CRANE EASE 5-12-25 REV1.DWG

CRANE EASEMENT EXHIBIT

CLIENT: RISE UP TOWERS
PROJECT: 6810 MONTGOMERY AVE.
UPPER DARBY, PA 19082
LOCATION: UPPER DARBY TWP, DELAWARE COUNTY, PA



HOWELL
SURVEYING
Local Knowhow. Engineered.

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

Legal Description
PROPOSED CRANE EASEMENT
For
RISE UP TOWERS, LLC.

All that certain easement situate in the Township of Upper Darby, County of Delaware, Commonwealth of Pennsylvania, as shown on plan entitled "Crane Easement Exhibit 6810 Montgomery Ave." dated 06/13/2025, prepared for Rise Up Towers, LLC., by Howell Surveying LLC., West Chester, PA, and to be recorded in the office of the Recorder Of Deeds in and for the County of Delaware, with this document, being more particularly described as follows:

COMMENCING at a point located at the intersection of the northeasterly legal right-of-way line of a paper street (50' wide) and southeasterly right-of-way line Montgomery Avenue (50' wide), thence from point of commencement along the northeasterly right of way line of said paper street, South 54°48'09" East, 16.00' feet to the **Point and place of Beginning**;

thence from said beginning point, running along the northeasterly right-of-way line of said paper street, South 54°48'09" East, 35.00 feet to a point;

thence leaving said right of way, through said paper street right of way, the following three (3) courses and distances:

- 1) South 35°11'51" West, 31.00 feet;
- 2) North 54°48'09" West, 35.00 feet to a point;
- 3) North 35°11'51" East, 31.00 feet to the **Point and Place of Beginning**.

Containing: 1,085 Square Feet of Land, or 0.025 acre, be the same more or less.

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

Prepared: 6-13-2025

[16510 CRANE EASE.docx](#)

