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RECORDED
WESTMORELAND COUNTY, PA.

1995 MAR 27 PM 2:34

James S. Shipp
RECORDER OF DEEDS

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS Right of Way and Easement Agreement, made and entered into this 13th day of MARCH, 1995, by and between HARRY H. BOLAN and CYNTHIA E. BOLAN, husband and wife (hereinafter called "Grantor" or "Bolan") and THOMAS L. JONES and LOIS M. JONES, husband and wife (hereinafter called "Grantee" or "Jones").

WITNESS the following terms and conditions of Agreement:

WHEREAS, HARRY H. BOLAN and CYNTHIA E. BOLAN, husband and wife, are currently owners of certain real estate located in Hempfield Township, Westmoreland County, Pennsylvania, said real estate more specifically described in deed dated April 24, 1993, and recorded May 13, 1993 at Deed Book Volume 3170, page 242;

WHEREAS, THOMAS L. JONES and LOIS M. JONES, husband and wife, are presently owners of certain real estate adjacent to those lands owned by BOLAN, aforesaid, said real estate more specifically described in deed dated July 26, 1985 and recorded July 31, 1985 at Deed Book Volume 2618, page 595;

WHEREAS, BOLAN desires to grant and convey to Jones a Right of Way and Easement in, over and through a portion of the lands now owned by BOLAN, as recited above;

WHEREAS, BOLAN and JONES desire to define the maintenance, development and liability rights between themselves over said Right of Way and Easement; and

WHEREAS, the parties wish to enter into a formal Agreement regarding the same.

NOW THEREFORE, in consideration of the sum of \$1.00 as well as other mutual benefits, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree to the following terms and conditions:

- 1) Bolan hereby grants and conveys to Jones a Right of Way and Easement in, over and through a portion of the real estate presently owned by Bolan as identified in Deed Book Volume 3170, page 242, aforesaid, said Easement and Right of Way being a portion of the property conveyed to BOLAN by the above-recited deed, and being more particularly bounded and described as follows, to wit:

ALL that certain parcel of land situate in Hempfield Township, Westmoreland County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point in the centerline of Legislative Route 64127 (also known as Route 819), said point of beginning at the dividing line between lands of Grantor and Grantee as recited above; thence continuing along the centerline of said Legislative Route 64127 by an arc curving to the left with a radius of 580.00 feet, an arc distance of 32.13 feet to a point in the centerline of aforesaid Legislative Route 64127; thence continuing through lands of the Grantor as recited above, North 83° 25' West a distance of 368.76 feet to a point; thence along the boundary line between lands of the Grantor and Grantee as recited above, North 37° 5' East a distance of 34.82 feet to a point; thence continuing along the dividing line between lands of the Grantor and Grantee as recited above, South 83° 25' East a distance of 362.50 feet to a point in the centerline of Legislative Route 64127, which point is the place of beginning.

- 2) The parties hereto agree that it is the intent of this Agreement that the Right of Way and Easement set forth shall be for purpose of ingress, egress, and regress to and from the public road identified as Legislative Route 64127, and their respective properties. It is expressly agreed and understood that if either party, or their heirs, successors, or assigns, develops their respective properties for any commercial purposes, or for residential development of two or more single-family dwellings, then and in that event, the terms and conditions of this Right of Way shall cease and be null and void as between the parties.
- 3) It is specifically acknowledged by the parties that the present composition of the surface of the existing roadway located within the Right of Way and Easement is of stone chips, and the parties agree that the responsibility for maintaining said roadway, including snow plowing, or improving said roadway from its present condition shall be as mutually agreed between these parties. It is anticipated between the parties that Jones may extend a roadway from the presently existing roadway, for purpose of ingress, egress, and regress to and from their real estate, as identified above, and it is agreed that the construction of any extension to the presently existing roadway shall be as agreed between the parties as to location, dimensions, elevation and drainage specifications, so as to blend into the presently existing roadway and terrain.
- 4) The parties hereto agree that the following shall be certain maintenance, improvement, and common standards, which shall apply to the parties hereto as follows:

- a) If the present roadway, which is of stone chips, is to be improved, altered, repaired or maintained, it shall only be done after the parties hereto have been informed in writing of the same. Snow plowing can be performed at any time without prior written approval of either party. In such events, any improvements, alterations, repairs or maintenance shall be performed at the expense of the party performing said work, unless the parties hereto shall agree in writing to jointly share said expenses. Any improvements, alterations, repairs or maintenance shall be required to at least conform with the present stone chip composition of the existing roadway.
- b) The parties agree that the Right of Way and Easement as a whole shall generally be for the following purposes, although not limiting said use to only these purposes: To permit ingress, egress, and regress for persons, animals, motor vehicles, equipment, material and supplies to and from Legislative Route 64127 to the lands of the parties to this Agreement, as described in the aforementioned deeds;
- c) The parties hereto agree that neither they nor any of their guests, visitors, invitees, repairmen, or tenants shall park, use or otherwise interfere with the free flow of ingress, egress, or regress over the granted Right of Way and Easement at any time.
- d) The parties hereto agree that no barriers, fences, curbs or other obstructions to the free and uninhibited use of said Easement and Right of Way shall hereafter be permitted; nor shall any automobiles, trucks, motor vehicles, or other personal property, nor any buildings or other structures hereafter be parked, stored, constructed, or permitted upon any part of the Easement or Right of Way. Grantee shall not erect any sign, billboard, decoration, structure, etc., whether temporary or permanent, within the boundaries of the granted easement.
- e) The use of the granted Easement and Right of Way shall be in common with all persons and entities having lawful use thereof.
- f) The rights and privileges herein created shall extend to the parties to this Agreement, and also to their respective heirs, administrators, assigns and successors in interest, including any mortgagees and tenants to whom they shall grant rights and privileges under this Easement and Right

of Way. It is specifically agreed and acknowledged that the only rights and privileges being acquired are those stated herein.

- g) This Easement and Right of Way may be terminated and forever extinguished or altered, modified or limited by a writing in form sufficient to be recorded, executed by the then record owners of the lands described in the aforementioned Deeds, but such documents need not be joined in or consented to by any tenants or other persons or entities claiming rights in these easements or rights of way, whose right shall be extinguished or modified, altered or limited upon the recording of such writing.
- 5) The parties hereto acknowledge and agree that there are certain liabilities and responsibilities that arise as a result of the use in common of said Right of Way and Easement, and the following shall be applied to the same:
- a) Each party agrees to be responsible for his/her own negligence or the negligence of their guests, invitees, agents or employees, etc. who may cause personal injury or property damage within or on said Right of Way and Easement, and each party shall indemnify and hold-harmless the other party for any personal injury or property damage as a result thereof.
 - b) Grantee/Jones shall keep in full force and effect public liability insurance, underwritten by insurance companies licensed to do business within the Commonwealth of Pennsylvania, with respect to the lands served by said Right of Way and Easement, with minimum liability limits at least equal to those carried on Grantee's adjoining residential property, or to those customarily required by lenders on single-family residences in the area, whichever is greater, said liability coverage on account of bodily injury and/or death of one or more persons; and property damage insurance with minimum limits of one hundred thousand dollars.
 - c) All policies of insurance required to be carried by the above covenant under this section shall provide that the policy or policies shall not be subject to cancellation, termination, or change except after thirty days written notice to Grantor/Bolan, and each such policy shall name Grantor/Bolan as additional insured on such policy.
 - d) The parties hereto agree that none of them, nor any of their agents, servants, invitees, guests, or any

person using said easement and right of way, shall do anything which is in violation of any municipal, state, or federal statute, ordinance or regulation. Upon notice to either party of any such violation, the party responsible for any such violation shall have the absolute duty to cure and correct such violation, including the absolute duty of expending any monies to do same.

6) This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, successors, and assigns, as the case may be. Any addition, alteration or modification to this Agreement shall only be valid if reduced to writing in recordable form, and signed by the present parties in interest.

7) It is agreed and understood that this Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and venue for any action to enforce this Agreement shall be in Westmoreland County, Pennsylvania. If any term, condition, clause, or provision of this Agreement shall be determined to be void or invalid at law for any reason, then only that term, condition, clause, or provision shall be stricken from this Agreement, and in all other respects this Agreement shall remain in full force and effect.

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

WITNESSES

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

HARRY H. BOLAN

[Handwritten signature]

CYNTHIA E. BOLAN

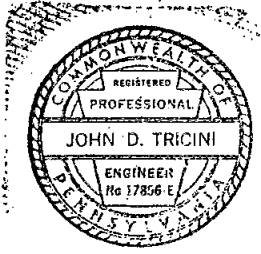
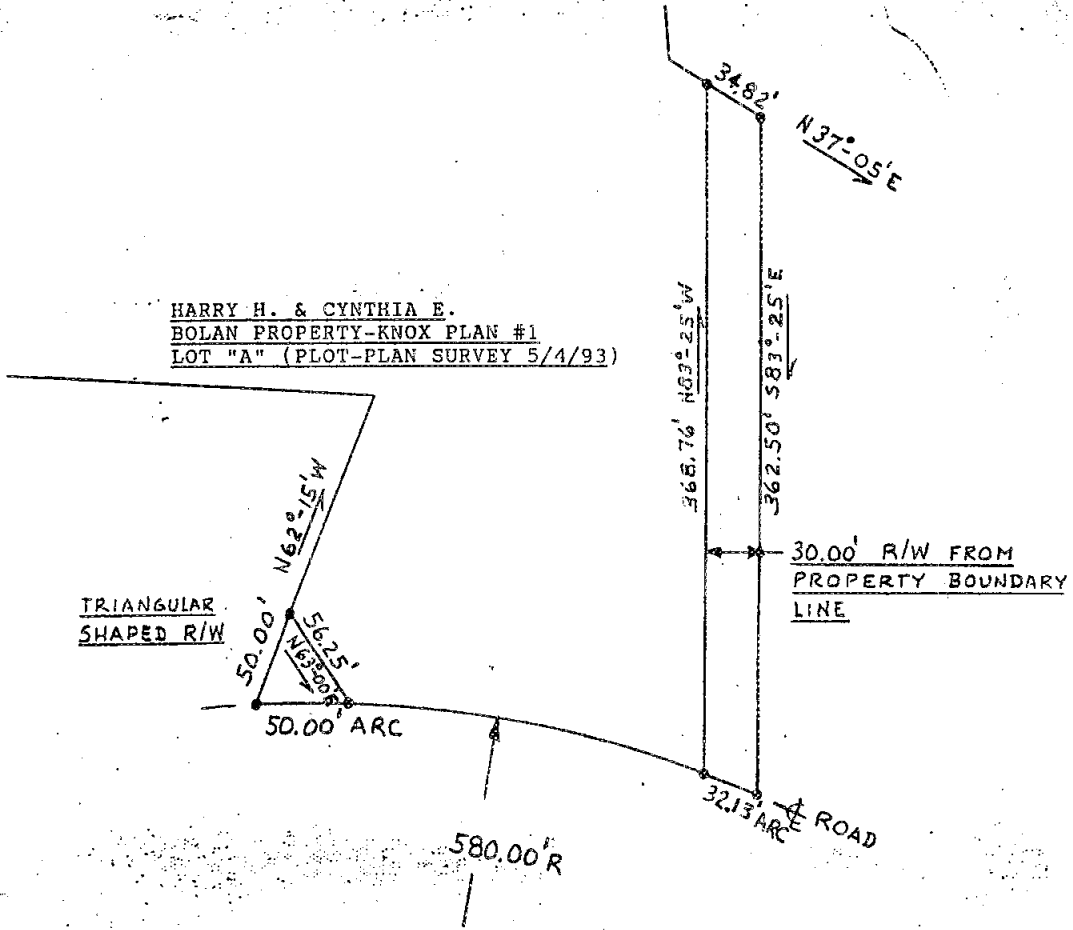
[Handwritten signature]

THOMAS L. JONES

[Handwritten signature]

LOIS M. JONES

HARRY H. & CYNTHIA E.
BOLAN PROPERTY-KNOX PLAN #1
LOT "A" (PLOT-PLAN SURVEY 5/4/93)



BOLAN PROPERTY
SHOWING
RIGHT-OF-WAYS

J. Tricini
2-20-95

COMMONWEALTH OF PENNSYLVANIA)

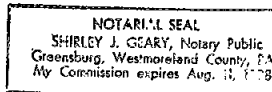
COUNTY OF Westmoreland)

On this the 22nd day of March, A.D. 1995,
before me, a Notary Public the undersigned officer, personally
appeared HARRY H. BOLAN AND CYNTHIA E. BOLAN, HUSBAND AND WIFE,
known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the within instrument and acknowledged that
they executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand official seal.



My commission expires

Shirley J. Geary
NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF WESTMORELAND)

On this the 13th day of MARCH, A.D. 1996,
before me, a Notary Public the undersigned officer, personally
appeared THOMAS L. JONES AND LOIS M. JONES, HUSBAND AND WIFE, known
to me (or satisfactorily proven) to be the persons whose names are
subscribed to the within instrument and acknowledged that they
executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand official seal.



My commission expires

Arlene F. Rosatti
NOTARY PUBLIC

