

RECORD BOOK BK 1594 PG 339
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2003 SEP -5 P 3:16

Joseph L. Davides
CENTRE COUNTY RECORDER OF DEEDS

(SPACE ABOVE RESERVED FOR RECORDING PURPOSES)

**DECLARATION OF PRIVATE ACCESS & RIGHT-OF-WAY
(Lots 7 and 8)**

THIS DECLARATION, made this 26th day of August, 2003, by and between **KUHLMAN & BENTON ASSOCIATES**, a Pennsylvania General Partnership, 171 Manor Road, Centre Hall, Pennsylvania, hereinafter referred to as "**OWNERS**".

WHEREAS, KUHLMAN & BENTON ASSOCIATES are the owners of premises situate in Penn Township, Centre County, Pennsylvania, which premises became vested by deed recorded in Centre County Record Book 1540 at page 326; and

WHEREAS, the OWNERS have submitted to the Centre County Planning Commission a Subdivision of the said premises into eight (8) lots, which Subdivision is shown in accordance with plans prepared by as prepared by Dana R. Boob Surveying & Engineering, entitled "*Final Subdivision Plan of the Previously Approved Plan for Claire Aumiller, Phase II (PB. 49, PG. 137) and Lot Addition Plan to Lands of Mary Ann & Scott Richard Bubb for Decker Valley Estates*" dated May 22, 2003 and intended to be recorded; and

WHEREAS, as a prerequisite to obtaining final approval of the Subdivision, it is necessary to execute and record a Declaration of Private Access and Right-of-Way, setting forth the conditions of the grant of said fifty (50) foot width private easement and all of the terms and conditions relating thereto.

NOW, THEREFORE, the said **KUHLMAN & BENTON ASSOCIATES** are the owners of the aforesaid Subdivision in Potter Township, Centre County, Pennsylvania, hereby execute this "Declaration of Private Access and Right-of-Way" to provide that the fifty (50) foot width private access easement as shown on the plan shall be established as a private right-of-way for access (exclusive only) to Lot Nos. 7 and 8, in said Subdivision, under the terms and conditions of this Agreement.

1. The said **KUHLMAN & BENTON ASSOCIATES** are the owners of all of the lots of the Subdivision, do hereby agree to grant, assign and convey to the owners of Lot Nos. 7 and 8 in said Subdivision, an easement and right-of-way in, over and upon the fifty (50) foot width easement for access

to said Lots, both ingress, egress and regress, which fifty (50) foot width easement is as shown on the Subdivision plan and described as following:

BEGINNING at a 5/8 inch rebar on the southern right-of-way line of T-630, Decker Valley Road, a 33 foot right-of-way, said rebar being the common property corner of Lot Nos. 3 and 8; thence along said Decker Valley Road by a curve to the right with a radius of 6,412.05 feet, a length of 53.25 feet, a chord bearing of North 89° 15' 40" East, a distance of 53.25 feet to a 5/8 inch rebar; thence along Lot 4 South 20° 51' 26" East, a distance of 526.41 feet to a 5/8 inch rebar; thence in and through Lot 8 South 20° 51' 26" East, a distance of 50.00 feet to a point; thence along the same South 69° 08' 34" West, a distance of 50.00 feet to a point; thence along Lot 7 North 20° 51' 26" West, a distance of 65.78 feet to a 5/8 inch rebar; thence along Lot 3 North 20° 51' 26" West, a distance of 528.94 feet to a 5/8 inch rebar, the place of BEGINNING.

2. The OWNERS covenant and agree that said conveyance of Lot Nos. 7 and 8, together with the right-of-way of such property owners to utilize the same for access to their premises and also for access to Lot Nos. 7 and 8 which easement and right-of-way shall remain a private access easement, and the recording of the plot plan referred to as finally approved or otherwise revised shall not constitute a dedication of said right-of-way as a public road of Potter Township, Centre County, Pennsylvania.

3. The private access easement shall be used in common by the owners of Lot Nos. 7 and 8 only, as well as their heirs, executors and assigns.

4. The parties covenant and agree that the right-of-way or easement created herein shall remain a private right-of-way or easement and that the recording of the plot plan referred to as finally approved or otherwise revised shall be constitute a dedication of said right-of-way or easement as public road of Potter Township, Centre County, Pennsylvania.

5. If at any time an offer of dedication of said right-of-way or easement is made by petition of property owners in accordance with the Second Class Township Code of Pennsylvania, it is understood and agreed that the offer shall be for the right-of-way or easement, as created by this Agreement, as a whole. Furthermore, before such offer of dedication shall be accepted by the Township of Potter, Centre County, Pennsylvania, it is understood and agreed that said right-of-way or easement as an offer of dedication shall be made to conform to the municipal standards then in effect at the expenses of the owners of the lots contemplated herein.

6. The expense of any further maintenance, repair and snow removal of the aid access easement shall be shared equally between Lot Nos. 7 and 8. All moneys to be paid for any such

maintenance required may be collected by any of the parties interested by an action at law against any of the parties utilizing the access easement who fail or refuse to pay the same.

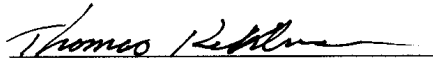
7. The OWNER covenants and agrees that the private access easement shall be maintained by parties utilizing the easement by sustaining a mud-free road consistent with the recorded plan, which improvement shall consist of providing a surface with six inch stone depth or other hard material sufficient to insure a road free from mud, dust, or standing water, which stone or hard surface shall be properly installed within said right-of-way to a width of at least twelve (12) feet.

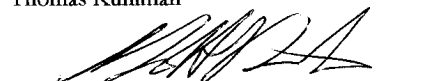
8. Said right-of-way shall also be used for the placement of utility lines either overhead or underground, where appropriate.

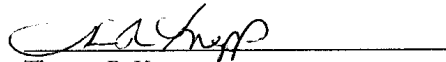
9. The covenants and restrictions contained herein shall be construed as covenants running with the land and shall be binding upon all landowners utilizing said easement and benefiting therefrom, their heirs, successors and assigns.

10. In case any one or more of the provision contained in the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the day and year first above written.


Thomas Kuhlman

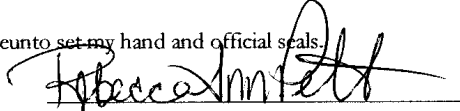

Garth Benton

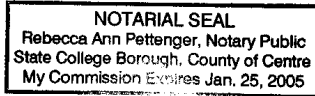

Thomas R. Knepp

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CENTRE :

ON THIS, the 26th day of August, 2003, before me a notary public, the undersigned officer, personally appeared **THOMAS KUHLMAN** who acknowledge himself to be a partner of **KUHLMAN & BENTON ASSOCIATES**, a ~~corporation~~ or partnership and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation or partnership by himself as **THOMAS KUHLMAN**.

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

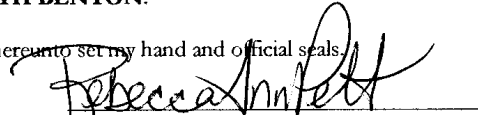

Notary Public

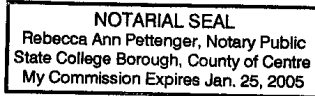


STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CENTRE :

ON THIS, the 26th day of August, 2003, before me a notary public, the undersigned officer, personally appeared **GARTH BENTON** who acknowledge himself to be a partner of **KUHLMAN & BENTON ASSOCIATES**, a ~~corporation~~ or partnership and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation or partnership by himself as **GARTH BENTON**.

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

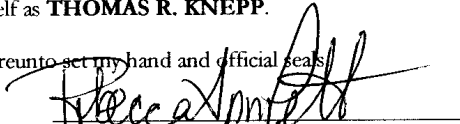

Notary Public



STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CENTRE :

ON THIS, the 26th day of August, 2003, before me a notary public, the undersigned officer, personally appeared **THOMAS R. KNEPP** who acknowledge himself to be a partner of **KUHLMAN & BENTON ASSOCIATES**, a corporation or partnership and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation or partnership by himself as **THOMAS R. KNEPP**.

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


Notary Public

