

DEED OF EASEMENT AGREEMENT

THIS INDENTURE, made this 26th day of October, 2003, between
THOMAS A. HOWLEY, JR. and JOYCE ANN HOWLEY, husband and wife, of
Perkiomenville, Pennsylvania, of the one part (hereinafter called Grantors) and
KENNETH SOUDER and GLORIA SOUDER, husband and wife, of
Perkiomenville, Pennsylvania, of the other part (hereinafter called Grantees);

WITNESSETH, that Grantors, for and in consideration of the sum of **ONE DOLLAR (\$1.00)** lawful money of the United States of America, unto them well and truly paid at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Grantees a "Driveway Easement", for Grantees over a portion of Grantors' property, as described in the legal description attached hereto and incorporated herein by reference as Exhibit "A" and as depicted on Exhibit "B", which is attached hereto and incorporated herein by reference (and which area is hereafter referred to as the "Driveway Easement Area").

As used herein, the term "Driveway Easement" shall mean the right, privilege and easement in favor of Grantees (and invitees) to use the paved or stone portion of the Driveway Easement Area for means of ingress and egress to and from the public road to and from Grantees' property in connection with normal residential purposes.

Grantees agree to indemnify and save Grantors harmless from any and all claims, losses, suits, judgments and/or expenses (including reasonable attorneys' fees) arising and/or brought as a result of any action concerning Grantees, Grantees' agents and

invitees, as a result of the misuse of the rights of easement granted herein and/or as a result of any damage caused by Grantees and/or Grantees' agents and/or invitees to Grantors' property or any part thereof.

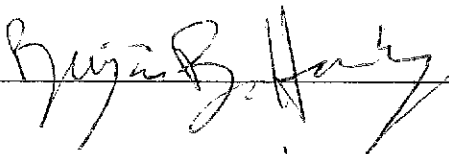
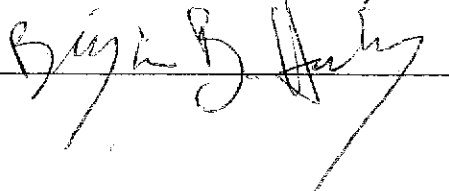
Grantees shall be permitted to plow or snow blow the surface within the Driveway Easement Area to afford Grantees access to Grantees' property.


THE EASEMENT rights and privileges herein granted shall not be perpetual and are for the benefit of Grantees herein only. Accordingly, neither this Agreement nor any Memorandum hereof may be recorded in any public office.

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

Sealed and Delivered
In the Presence of:

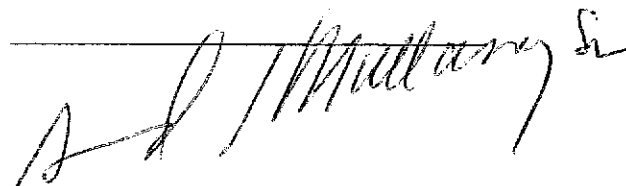
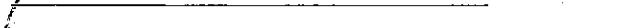
GRANTORS:

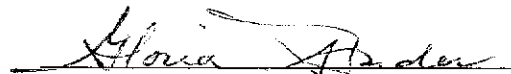

THOMAS A. HOWLEY, JR.


JOYCE ANN HOWLEY

GRANTEES:


KENNETH SOUDER


GLORIA SOUDER



URWILER & WALTER, INC.
CIVIL ENGINEERS & SURVEYORS

est. 1966

3126 MAIN STREET
P.O. BOX 269
SUMMITTOWN, PA 18084-0269
215-234-4562
215-234-0889 (FAX) (01051)

Revised October 1, 2003
July 17, 2003

DESCRIPTION of a proposed 25 feet wide driveway easement.

BEING a 25 feet wide strip of land situate in New Hanover Township, Montgomery County, PA; and being part of lands of Thomas A. Jr. and Joyce A. Howley (Unit 10 of Block 9) as described in Deed Book 5325, Page 1764 of Montgomery County Records; and being described according to a Proposed Garage Plan prepared for Kenneth Souder by Urwiler & Walter, Inc. dated June 9, 2003 and last revised September 29, 2003; and being more particularly described as follows:

BEGINNING at a point for corner in the title line within Eichele Road (33' wide) approximately 2635.61 feet in a northwesterly direction from the centerline intersection of said Eichele Road and Deep Creek Road; said point also being at the common corner of lands of said Thomas A. Jr. and Joyce A. Howley (Unit 10, Block 9) and lands of Kenneth and Gloria Souder (Unit 9, Block 9);

THENCE North 46 degrees 00 minutes 00 seconds West along said title line within Eichele Road for a distance of 25.23 feet to a point for corner;

THENCE the following two (2) courses and distances through said Howley lands:

- (1) North 36 degrees 13 minutes 00 seconds East for a distance of 131.58 feet to a point for corner;
- (2) South 53 degrees 47 minutes 00 seconds East for a distance of 25.00 feet to a point in line of lands of Souder;

THENCE South 36 degrees 13 minutes 00 seconds West along the common property line of said lands of Howley and said lands of Souder for a distance of 135.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 3.332 square feet of land.

and Souder's 000001, Souder's Proposed 25' wide driveway easement

