

**GRANT OF EASEMENT AND  
AGREEMENT FOR MAINTENANCE**

THIS GRANT OF EASEMENT AND AGREEMENT FOR MAINTENANCE ("Agreement") is made this 30<sup>th</sup> day of SEPT . 1997, by and between NELSON E. BROWN, JR. and DIANE R. BROWN, husband and wife (hereinafter referred to as "Grantor"), and NELSON E. BROWN, JR. (hereinafter referred to as "Grantee").

**Background**

A. Grantor is the owner of a certain tract of land known as Lot #3 containing approximately 12.1865 acres of land more or less being County Parcel Number 12-1-1-2 located in the Township of East Rockhill, County of Bucks, Commonwealth of Pennsylvania (hereinafter referred to as the "Grantor's tract") as more particularly depicted on the Survey Plan for Nelson Brown prepared by Thomas Patrick Loughery, Registered Land Surveyor attached hereto as Exhibit "A" and made a part hereof (hereinafter referred to as the "Plan") and as described in the "Easement Area" attached hereto as Exhibit "B".

B. Grantee is the owner of a certain tract of land containing approximately 5.63 acres of land more or less, being County Parcel Number 12-1-6, located in the Township of East Rockhill, County of Bucks, Commonwealth of Pennsylvania (hereinafter referred to as the "Grantee's tract") as more particularly depicted on the Plan.

C. Grantee desires to obtain a twenty-five (25) foot wide permanent easement over the Grantor's tract at the location identified on the Plan (hereinafter referred to as "Driveway Easement"), for the benefit of the Grantee, his heirs' and assigns' use for access to, ingress and egress to and from the Grantee's tract to Old Bethlehem Pike as specifically depicted on the Plan.

D. The Driveway Easement shall be comprised of the portion from Old Bethlehem Pike to a point as depicted on the Plan which shall be used in common with the Grantor, their heirs and assigns (hereinafter referred to as the "Common Driveway") and subject to the terms and conditions related to the Common Driveway as hereinafter provided.

E. The other portion of the Driveway Easement shall be an exclusive easement to the benefit of the Grantee, his heirs and assigns from the end of the Common Driveway to the common property line between the Grantor and the Grantee (hereinafter referred to as the "Exclusive Driveway") subject to the terms and conditions provided herein related to the Exclusive Driveway.

F. Grantor is willing to grant the Driveway Easement to the Grantee, his heirs and assigns, which shall include both the Common Driveway and the Exclusive Driveway subject to the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor by Grantee, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DRIVEWAY EASEMENT. Grantor hereby grants to the Grantee and the Grantee's heirs and assigns, the full and uninterrupted right to use the right of way, privilege, easement and authority to enter upon the area of the Driveway Easement as described in the Plan attached hereto and made a part hereof, for the free and uninterrupted use, right, liberty, easement and privilege in, upon and across the Grantor's tract for access to, ingress and egress to and from the Grantee's tract across the Driveway Easement for the passage of pedestrian and vehicular traffic on footways, driveways, roadways and entrances as currently existing and as may hereinafter be constructed; for the purpose of, including but not limited to installation and maintenance of public utilities for water, sewer, electric, cable, telephone and other utilities that may be installed underground for the benefit of Grantee's tract. The Driveway Easement shall be twenty-five (25) feet wide with the center of the Driveway Easement being the line described in Exhibit "A" and Exhibit "B" attached hereto. Upon thirty (30) days written notice to Grantor, their heirs, successors and assigns, Grantee, his heirs, successors and assigns, at Grantee's sole expense shall be permitted to pave a twelve (12) foot wide area within the driveway easement, with the center of the paving being the line described in Exhibit "A" and Exhibit "B". Grantee, at Grantee's sole expense, shall restore the area not used for paving to its condition prior to the commencement of paving.

2. COMMON DRIVEWAY. The area of the Driveway Easement identified as Common Driveway shall be used by Grantee, his heirs and assigns in common with the Grantor, their heirs and assigns, for the purposes hereinabove described subject to the following:

A. Grantor and Grantee, their heirs, successors and assigns shall equally and jointly be responsible for all snow removal, maintenance, repair, replacement of the Common Driveway portion of the Driveway Easement, except for any maintenance, repair or replacement required by reason of either of the Grantor or the Grantee or their heirs, successors and assigns, causing damage to the Common Driveway above and beyond normal wear and tear. In such case, the party causing the damage shall be responsible for the maintenance, repair and/or replacement.

B. The determination as to the necessity to perform snow removal, maintenance, repair and/or replacement in the common driveway shall be made jointly by the Grantor and Grantee, their heirs, successors and assigns. In the event the Grantor and Grantee, their heirs, successors and assigns shall deem it necessary to institute legal proceedings to enforce the conditions, covenants and restrictions respecting snow removal, maintenance, repair and/or replacement, the party prevailing in such a court action shall be entitled to an award of reasonable attorneys fees and costs, in addition to any damages or other award the court may deem appropriate.

C. The Common Driveway shall be maintained and repairs undertaken to keep the Common Driveway free of potholes, ruts or other impediments to the free and unobstructed movement of motor vehicles upon the Common Driveway.

D. The obligation to pay for the costs of snow removal, maintenance, repair and/or replacement of the Common Driveway shall be a personal obligation of the owner of the tract(s) at the time such obligation is incurred, and any outstanding amounts owed for the costs and expenditures shall not pass to the successors in title of each of the tracts subject to this easement

and shall not constitute a lien on the tract(s), unless specifically assumed by the owner of such tract or unless legal action for the collection of the same has been filed.

E. Grantor and Grantee, their heirs, successors and assigns, shall not erect or allow to be erected, any barrier, fence, curb or other obstruction to the free and unhampered use of the Common Driveway, nor shall any automobiles, trucks, motor vehicles, personal property or any building or any other structure, be hereinafter stored, constructed or permitted to remain in or encroach upon the Driveway Easement.

3. EXCLUSIVE DRIVEWAY. The Exclusive Driveway shall be subject to the following provisions:

A. All costs and expenses incurred in the installation of the exclusive Driveway and/or utility services crossing through, under or above the Exclusive Easement shall be the responsibility of the Grantee, their heirs, successors and assigns.

B. Any repairs, maintenance or remediation required to the Exclusive Driveway shall be the sole and exclusive expense of the Grantee, his heirs, successors and assigns. The Grantee shall have the right to make such repairs to the landscaping and grading of the Exclusive Driveway including, but not limited to, storm water management and/or swales that may be required to preserve the driveway, paved or other surfaces of the Exclusive Driveway, or to make the Exclusive Driveway more useable.

C. To the extent that any permits are required for the construction, repairs or remediation of the Exclusive Driveway, Grantee, his heirs, successors and assigns shall obtain such permits at Grantee's sole cost and expense. The Exclusive Driveway shall be limited to the use of the Grantee, his heirs, successors and assigns, guests and invitees.

4. UNOBSTRUCTED USE OF EASEMENT AREA. Grantor and Grantee and their heirs, successors and assigns shall not erect or allow to be erected any barrier, fence, curb or other obstruction to the free and unhampered use of the Easement, nor shall any automobiles, trucks, motor vehicles or other personal property, nor any building or any other structure be hereafter stored, constructed or permitted to remain in or encroach upon the Easement Area.

5. LIMITATIONS ON USE OF EASEMENT. The Easement shall be limited to the use by the Grantee, the Grantee's heirs, successors and assigns, guest and invitees. Use of the Easement shall be in common with the Grantor, the Grantor's heirs, successors, assigns, guests and invitees.

6. RUNNING WITH THE LAND. Except as otherwise provided in paragraph 2(D), this Agreement shall run with and bind the land covered or affected by this Agreement, in perpetuity from the date that this Agreement is recorded and shall be binding on the Grantor, Grantee and their heirs, successors, assigns, executors and administrators.

7. LIMITATIONS ON DRIVEWAY EASEMENT. The Driveway Easement shall not be for the use by the general public, but shall be limited to the use by Grantor and Grantee, their heirs, successors and assigns, their guests and business invitees.

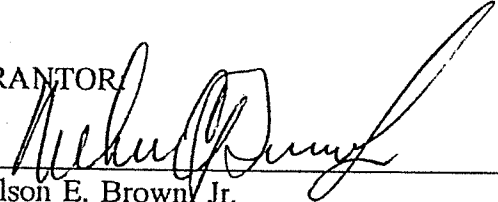
8. ENFORCEMENT. Either party to this Agreement or their heirs, successors and assigns shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Agreement. In the event that legal proceedings are commenced to enforce the terms of this Agreement, the party commencing such proceeding shall be entitled to collect reasonable attorney's fees as awarded by court, in the event such action is determined in their favor from the other party violating the terms of this Agreement. Failure by either owner to enforce any provisions of this Agreement shall in no event be deemed a waiver of the right to do so thereafter.

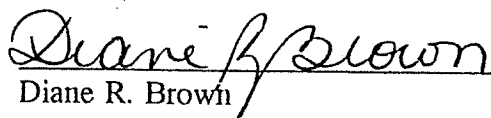
9. SEVERABILITY. Invalidity of any one or more of the provisions, covenants or restrictions hereof, by judgment or court order shall in no way affect the other provisions hereof which shall remain in full force and effect.

10. INTERPRETATION. This Agreement shall be recorded in the Office for Recording of Deeds in and for the County of Bucks, Commonwealth of Pennsylvania. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

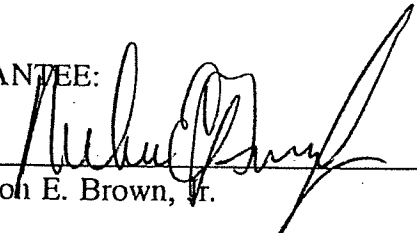
IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

GRANTOR:

  
Nelson E. Brown, Jr.

  
Diane R. Brown

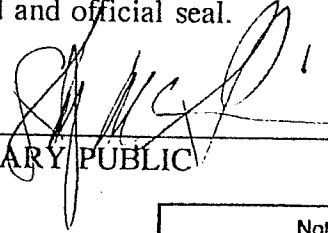
GRANTEE:

  
Nelson E. Brown, Jr.

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BUCKS :

On this, the 30<sup>th</sup> day of SEPTEMBER, 1997, before me, the undersigned Officer, personally appeared NELSON E. BROWN, JR. and DIANE R. BROWN, 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 have hereunto set my hand and official seal.

  
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NOTARY PUBLIC

Notarial Seal Stephen McGinnis, Notary Public Bedminster Twp., Bucks County My Commission Expires May 17, 1999 Member, Pennsylvania Association of Notaries
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