

may not be inconsistent with the rights herein conveyed or interfere with the use of said easements by the County for the purposes named; provided, however, that such owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.

**PRIVATE INGRESS/EGRESS EASEMENT**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby create and establish a private easement for ingress and egress and for the construction and maintenance of utilities in the location as shown on the Plat, designated thereon as "Variable Width Private Ingress-Egress and Utility ESM'T" for the use and benefit of Parcels 1A and 2A. The construction, repair and maintenance of the roadway and the easement shall not be the responsibility of the County or the Commonwealth.

**MAINTENANCE AGREEMENT**

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, with the consent and approval of the Trustee and Beneficiary, hereby subjects the Property to the following maintenance covenants:

1. Each lot owner, and their successors, shall share equally in the cost of repair, maintenance, improvement, and/or replacement of any portion of the shared driveway. Maintenance is hereby defined to included installation, maintenance, repair, replacement and resurfacing of the driveway, including shoulders, and removal of snow and debris.

2. Any damage caused to the driveway by any lot owner, their family, agents, guests or invitees shall be borne exclusively by that lot owner. Said owner shall be solely responsible for any repairs or replacement in order to return the driveway to substantially the same condition it was prior to the occurrence of such damage.

3. This agreement concerning the use and maintenance of the driveway shall inure to the benefit of, and be binding upon, each of the lot owners, and each of their respective heirs, personal representatives, successor and assigns.

#### **DEED OF TRUST MODIFICATION**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner and the Trustee, with the consent of the Beneficiary, do hereby amend the Deed of Trust, so that the lien of the Deed of Trust shall include, without limited to any other property already subject to its lien, all of the land adjusted and reconfigured into new Parcel 1A, containing approximately 0.6874 acre of land, and new Parcel 2A, containing approximately 0.4996 acre of land, as more particularly bounded and described on the Plat. The Owner hereby GRANTS, REGRANTS AND CONVEYS, WITH SPECIAL WARRANTY OF TITLE, unto the Trustee, new Parcel 1A and new Parcel 2A, as shown on the Plat, subject to the terms and conditions and operation of the Deed of Trust.

#### **TRUSTEE SUBORDINATION**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the