

**RIGHT-OF-WAY AGREEMENT**

**THIS RIGHT-OF-WAY AGREEMENT** is made this 19<sup>th</sup> day of March, 2004, by **GERALD E. McMATH** and **DARLENE M. McMATH**, Parties of the First Part (hereinafter referred to as "Grantors"), and **EDWARD W. McMATH** and **KAREN R. McMATH**, Trustees under the Ed & Karen McMath Living Trust dated April 19, 2001, Parties of the Second Part (hereinafter referred to as "Grantees"),

**WITNESSETH THAT:**

**WHEREAS**, the Grantors are the owners of certain lands situate in Tell Township, Huntingdon County, Pennsylvania, being designated as **Tax Parcel No. 47-09-07**, and having acquired title thereto by deed from Bernard S. McMath and Bernice M. McMath recorded March 6, 1979 in Deed Book 148, Page 880; and

**WHEREAS**, the Grantees are the owner of certain lands situate in Tell Township, Huntingdon County, Pennsylvania, being designated as **Tax Parcel No. 47-12-01.1 (C&G)**, and having acquired title thereto by deed from Edward W. McMath and Karen R. McMath recorded May 2, 2001, in Record Book 567, Page 65; and

**WHEREAS**, the lands described in the above two deeds presently consist of two parcels of land, the legal descriptions which are contained in the above-mentioned deeds, which descriptions are incorporated herein by reference; and

**WHEREAS**, Grantors and Grantees have reached an agreement whereby Grantors will provide a right-of-way over and across the above-reference lands of Grantors for access to and egress from the above-described lands of Grantees; and

**WHEREAS**, it is the intent of the Grantors and the Grantees that the right-of-way shall be jointly used for normal access for hunting, timbering or other recreational use, and may be used for limited residential use, but shall not be used for extensive residential or commercial use such as might be associated with a major subdivision of land;

**WHEREAS**, the parties desire the terms of their agreement to be reduced to writing as set forth herein;

**KNOW ALL MEN BY THESE PRESENTS** that the Grantors, in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, do hereby grant unto the Grantees, their heirs, successors and assigns, a perpetual right-of-way extending from PA Route 35 to the above-referenced lands of the Grantees, the centerline of said right-of-way is described in Exhibit A attached hereto, and is set forth on the survey of George E. Sigel dated MARCH 31, 2003, which is incorporated herein by reference.

**IT IS UNDERSTOOD AND AGREED THAT THIS RIGHT-OF-WAY** is granted under and subject to the following terms and conditions:

1. The right-of-way shall be used to provide ingress, egress and regress for persons, animals, motor vehicles, equipment, materials and supplies to and from the above-referenced lands of the Grantees.
2. Grantees shall pay one-half of the cost to repair and maintain the right-of-way in its current condition, that being an 8-foot-wide slate-covered cartway located within the 20-foot-wide right-of-way; damage to the right-of-way beyond normal wear and tear shall be paid by the party causing the damage; nothing herein shall prevent the Grantors, their heirs and assigns, from making further improvements to the right-of-way if they so desire.
3. No barriers, fences, curbs or other obstruction to the free and unhampered use of said right-of-way shall hereafter be permitted, nor shall any automobiles, trucks, motor vehicles or other personal property nor any building or other structure be parked, stored or constructed upon any part of said right-of-way.
4. Grantees shall and will and hereby do release, indemnify, defend, protect and save harmless Grantors from and against any and all claim, demands, liability, damages, costs and expenses, including without limitation, court costs and reasonable attorneys' fees, resulting from any and all loss of life or property, or from injury or damage to the person or property of any person, firm, corporation, or entity, including Grantors and Grantees and their officer, agents, and employees, arising out of or in connection with Grantees' (or Grantees' agents', employees' or invitees') use, maintenance, repair, renewal, reconstruction or alteration of the right-of-way. This release and indemnity shall survive any termination of the right-of-way.
5. Grantors shall and will and hereby do release, indemnify, defend, protect and save harmless Grantees from and against any and all claim, demands, liability, damages, costs and expenses, including without limitation, court costs and reasonable attorneys' fees, resulting from any and all loss of life or property, or from injury or damage to the person or property of any person, firm, corporation, or entity, including Grantees and Grantors and their officer, agents, and employees, arising out of or in connection with Grantors' (or Grantors' agents', employees' or invitees') use, maintenance, repair, renewal, reconstruction or alteration of the right-of-way. This release and indemnity shall survive any termination of the right-of-way.
6. This right-of-way shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and the terms "Grantors" and "Grantees" hereunder shall include their respective heirs, successors and assigns.

## Exhibit "A"

THE GRANTORS herein do grant and convey unto the Grantees a right of way thirty (30) feet in width from Pa. Route 35 as shown on the hereinabove referred to survey, the center line of which is North 58 degrees 52 minutes 59 seconds West, 573.01 feet to a point; North 70 degrees 03 minutes 19 seconds West, 405.19 feet to a point; North 72 degrees 43 minutes 05 seconds West, 203.69 feet to a point; North 80 degrees 46 minutes 27 seconds West, 146.78 feet to a point; North 52 degrees 03 minutes 31 seconds West, 143.08 feet to a point; South 86 degrees 14 minutes 57 seconds West, 84.77 feet to a point; South 41 degrees 27 minutes 57 seconds West, 164.64 feet to a point.

This Right of Way continues over the lands to be conveyed to Carl L. Lutz and Carolyn K. Lutz, husband and wife.

This right of way commences at the termination of the first right of way hereinabove described. This right of way is 20 feet in width, the center line of which is described as follows:

BEGINNING at the termination point of Line 10; thence by Line No. L-42 bearing North 44 degrees 43 minutes 52 seconds West, a distance of 82.77 feet; thence by Line No. L-43 bearing North 24 degrees 32 minutes 43 seconds West, a distance of 89.18 feet; thence by Line No. L-44 bearing North 40 degrees 12 minutes 46 seconds West, a distance of 53.98 feet; thence by Line No. L-45 bearing North 55 degrees 36 minutes 18 seconds West, a distance of 142.57 feet; thence by Line No. L-46 bearing North 52 degrees 14 minutes 39 seconds West, a distance of 110.36 feet; thence by line No. L-47 bearing South 78 degrees 27 minutes 30 seconds West, a distance of 91.16 feet; thence by Line No. L-48 bearing South 89 degrees 12 minutes 39 seconds West, a distance of 48.17 feet; thence by Line No. L-49 bearing North 34 degrees 17 minutes 14 seconds West, a distance of 41.14 feet; thence by Line No. L-50 bearing North 29 degrees 01 minutes 55 seconds West, a distance of 31.49 feet; thence by Line No. L-51 bearing North 01 degrees 54 minutes 24 seconds West, a distance of 172.70 feet; thence by Line No. L-52 bearing North 21 degrees 45 minutes 02 seconds West, a distance of 80.09 feet; thence by Line No. L-53 bearing North 49 degrees 59 minutes 33 seconds West, a distance of 63.45 feet; thence by Line No. L-54 bearing South 80 degrees 30 minutes 42 seconds West, a distance of 101.92 feet; thence by Line No. L-55 bearing North 58 degrees 15 minutes 54 seconds West, a distance of 53.54 feet; thence by Line No. L-56 bearing North 18 degrees 39 minutes 38 seconds West, a distance of 94.30 feet; thence by Line No. L-57 bearing North 04 degrees 30 minutes 06 seconds West, a distance of 136.64 feet; thence by Line No. L-58 bearing North 09 degrees 50 minutes 39 seconds West, a distance of 140.86 feet; thence by Line No. L-59 bearing North 30 degrees 05 minutes 55 seconds East, a distance of 82.91 feet; thence by Line No. L-60 bearing North 41 degrees 40 minutes 46 seconds East, a distance of 127.54 feet; thence by Line No. L-61 bearing North 21 degrees 13 minutes 31 seconds East, a distance of 150.86 feet; thence by Line No. L-62 bearing North 35 degrees 56 minutes 42 seconds East, a distance of 126.29 feet; thence by Line No. L-63 bearing North 45 degrees 46 minutes 12 seconds East, a distance of 62.27 feet; thence

by Line No. L-64 bearing North 20 degrees 00 minutes 52 seconds East, a distance of 93.94 feet; thence by Line No. L-65 bearing North 01 degrees 11 minutes 33 seconds West, a distance of 103.49 feet; thence by Line No. L-66 bearing North 07 degrees 33 minutes 26 seconds West, a distance of 51.05 feet; thence by Line No. L-67 bearing North 40 degrees 12 minutes 56 seconds West, a distance of 56.48 feet.

This said right of way ends at the dividing line of the real estate to be conveyed to Carl L. Lutz and Carolyn K. Lutz, his wife, and the lands presently owned by Edward W. McMath, et ux.

ENTERED  
HUNTINGDON COUNTY  
PENNSYLVANIA  
R. Stewart  
MAR 19 10 05 AM '04  
28.56  
JANET E. HANKS  
RECORDER OF DEEDS

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

Witness:

*[Handwritten signature]*  
AS TO BOTH

*Gerald E. McMath*  
Gerald E. McMath

*Darlene M. McMath*  
Darlene M. McMath

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF HUNTINGDON

On this 19<sup>th</sup> day of March, 2004, before me, a notary public, the undersigned officer, came the above-mentioned Gerald E. McMath and Darlene M. McMath, known to me or satisfactorily proven to be the persons whose names are subscribed to this Right-of-Way Agreement, and acknowledged they executed the same as their act and deed and that they desired the same to be recorded.

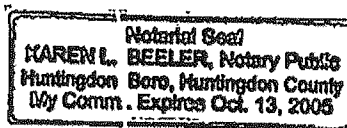
IN WITNESS WHEREOF, I have set my hand and notarial seal.

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of HUNTINGDON COUNTY, PENNSYLVANIA



*Janet E. Hanks*  
Janet E. Hanks  
Recorder of Deeds

*Karen L. Beeler*  
Notary Public



MAR 19 2004

Recorded  
Janet E. Hanks, Recorder of Deeds