

DECLARATION OF PROPANE FACILITIES EASEMENT

This Declaration of Propane Facilities Easement is made this twenty-fifth day of July, 2003 by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("The Links"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("Links Realty") (together, "Declarant").

BACKGROUND:

A. The Links is developing certain real estate located in Mount Joy Township, Adams County, Pennsylvania, as more particularly bounded and described on Exhibit A attached hereto ("PGC Property"), as a planned golf community that shall contain, among other things, a golf course and one or more residential communities, which may be formed as planned communities or condominiums.

B. The Links has entered into an exclusive Option Agreement dated June 29, 2001, with Richard A. Klein which was later assigned to Links Realty, which Option Agreement will enable The Links and Links Realty to create the first residential planned community within the PGC Property, to be known as The Courtyards At The Links At Gettysburg, A Planned Community ("The Courtyards").

C. The Declarant desires to enter into one (1) or more agreements to permit one (1) or more propane gas service suppliers or other parties ("Gas Providers") to install, operate and maintain underground propane gas storage tanks, transmission lines, pumps, regulating equipment and metering equipment (collectively, "Propane Facilities"), to provide propane gas service to the dwellings constructed within The Courtyards and any other planned communities, condominiums or other types of neighborhoods that may be created and constructed within the PGC Property.

3. Assignability.

(a) The Declarant shall have the right to assign, without limitation, any and all easement rights created by this Declaration.

(b) If assigned by the Declarant, the easement rights shall be exercised by such assignee(s) at their own risk, and such assignee(s) shall indemnify and hold the Declarant harmless from and against any and all claims, damages and liability for personal injury or property damage, including reasonable attorneys' fees, expenses and costs, arising out of any act or omission of the assignee. This indemnity shall include, but not be limited to, environmental and regulatory matters.

4. Reasonable Exercise of Easement Rights. The easement rights created hereby shall be exercised at reasonable times and in a reasonable manner so as to cause a minimum of disruption to the Declarant and the other owners and occupants of the PGC Property.

5. Relocation of the Propane Facilities Easement Areas. Subject to the standards and consent requirements set forth in Sections 1(c) and 1(d) above, the Declarant reserves the right, in its sole discretion, to relocate the Propane Facilities at any time, and from time to time, to any other location it deems reasonably necessary or advisable. Unless approved in writing by the Unit Owner or Unit Owners affected thereby, any relocated easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants. At such time as the relocation of any of the Propane Facilities is completed, the easement rights created hereby

shall terminate with respect to the prior location of said Propane Facilities if Declarant, in its sole discretion, elects to terminate same; and, the Declarant shall record an amendment to this Declaration setting forth a metes and bounds description of:

- (a) the relocated easement area, and
- (b) the terminated easement area, if Declarant elects to terminate such easement area.

6. Additional Easement Rights. The Declarant reserves the right to use all easement areas created in accordance with the terms of this Declaration for the installation, operation, maintenance and replacement of electric, cable, water and sewer and other lines and facilities, provided such rights are exercised in a manner which are reasonably consistent with the exercise of its rights with respect to the Propane Facilities.

7. Covenants Running with the Land. The provisions of this Declaration shall run with the land and shall bind and benefit the owners and occupants of the PGC Property and their successors in title.

8. Amendment. This Declaration may be amended only by a further written document executed by the Declarant and recorded in the Office of the Recorder of Deeds in and for Adams County.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Propane Facilities Easement to be executed as of this twenty-fifth day of July, 2003.

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C.:

By: _____
Patricia A. Kennedy, Secretary

By: _____
Richard A. Klein, President

WITNESS:

THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C.:

By: _____
Richard A. Klein, Managing Member

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF ADAMS :

On this, the 25th day of July, 2003, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and that he has duly executed such instrument for the purposes therein contained as President of said limited liability company.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF ADAMS :

On this, the 25th day of July, 2003, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and that he has duly executed such instrument for the purposes therein contained as Managing Member of said limited liability company.

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Overall Site Plan of The Courtyards At The Links At Gettysburg, A Planned Community, and being identified as the "PGC Property" in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated July 25, 2003 (the "Declaration") and recorded as an exhibit to the said Declaration, being more particularly bounded and described as follows, to wit:

BEGINNING at a point on line of lands now or formerly of Stanley R. Flagg (1757-007), said point being the northernmost corner of the herein described parcel; thence continuing along lands now or formerly of Gene T. Walker (360-371) the following twelve (12) courses and distances: (1) South 53 degrees 30 minutes 47 seconds East a distance of 555.75 feet; (2) South 82 degrees 03 minutes 21 seconds East a distance of 204.99 feet; (3) North 68 degrees 05 minutes 36 seconds East a distance of 276.43 feet; (4) North 83 degrees 35 minutes 00 seconds East a distance of 67.01 feet; (5) South 69 degrees 46 minute 52 seconds East a distance of 174.38 feet; (6) North 89 degrees 18 minutes 55 seconds East a distance of 197.69 feet; (7) South 66 degrees 41 minutes 36 seconds East a distance of 129.55 feet; (8) South 62 degrees 31 minutes 11 seconds East a distance of 200.21 feet; (9) South 69 degrees 26 minutes 39 seconds East a distance of 282.90 feet; (10) South 69 degrees 02 minutes 49 seconds East a distance of 184.92 feet; (11) South 06 degrees 41 minutes 51 seconds West a distance of 697.59 feet; and (12) North 85 degrees 05 minutes 07 seconds East a distance of 718.01 feet to a point at corner of lands now or formerly of Frederick C. Fryer and Kay E. Fryer (1079-204 and 490-607); thence continuing along same South 04 degrees 33 minutes 30 seconds East a distance of 1,376.59 feet to a point at corner of lands now or formerly of James W. Waybright and Shirley Ann Waybright (1423-346); thence continuing along same the following three (3) courses and distances: (1) South 82 degrees 01 minute 22 seconds West a distance of 285.45 feet; (2) North 66 degrees 09 minutes 09 seconds West a distance of 660.00 feet; and (3) South 05 degrees 07 minutes 04 seconds West a distance of 997.29 feet to a point in the bed of Mason Dixon Road (SR 3002); thence continuing within the bed of Mason Dixon Road aforementioned North 79 degrees 12 minutes 13 seconds West a distance of 18.97 feet to a point; thence North 77 degrees 02 minutes 31 seconds West a distance of 18.26 feet; thence continuing within the bed of Mason Dixon Road and along lands now or formerly of Philip C. Hill and Melody R. Hill (1950-314) the following four (4) courses and distances: (1) South 15 degrees 05 minutes 18 seconds West a distance of 723.05 feet; (2) South 21 degrees 22 minutes 40 seconds West a distance of 103.03 feet; (3) North 73 degrees 45 minutes 04 seconds West a distance of 291.63 feet; and (4) South 34 degrees 00 minutes 00 seconds West a distance of 694.60 feet to a point on line of lands now or formerly of David P. Waybright (1195-315); thence continuing along same the following five (5) courses and distances: (1) North 87 degrees 11 minutes 09 seconds West a distance of 259.91 feet; (2) North 80 degrees 41 minutes 09 seconds West a distance of 336.18 feet; (3) North 72 degrees 41 minutes 09 seconds West a distance of 1,361.55 feet; (4) North 32 degrees 57 minutes 45 seconds West a distance of 293.00 feet; and (5) North 38 degrees 32 minutes

seconds East a distance of 98.26 feet to a point; thence leaving Mason Dixon Road South 35 degrees 16 minutes 50 seconds West a distance of 55.18 feet to a point at corner of Lot 1 as shown on the Plan of Battery Ridge; thence North 54 degrees 43 minutes 10 seconds West a distance of 74.93 feet to a point on the western boundary of Battery Ridge aforementioned; thence continuing along same North 12 degrees 21 minutes 36 seconds East a distance of 59.91 feet to a point on the southern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

CONTAINING 4,778.4 square feet.