

**EASEMENT AND AGREEMENT
FOR
UNDERGROUND TELEPHONE SERVICE**

THIS EASEMENT AND AGREEMENT ("**Agreement**") is made this 18th day of OCTOBER, 2005, between THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA, a Pennsylvania corporation (the "**Company**") having its principal office at 1201 Walnut Bottom Road, Carlisle, Pennsylvania 17013, THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company ("**Links**") and THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C., a Pennsylvania limited liability company ("**Realty**"). Links and Realty are referred to collectively hereinafter as the "**Developer**", having its principal office at 601 Mason-Dixon Road, Gettysburg, Pennsylvania 17325.

BACKGROUND:

A. The Developer is developing certain real estate located in Mount Joy Township, Adams County, Pennsylvania, as more particularly described on that certain Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, dated July 25, 2003, and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 3211, Page 167 (the "**Courtyards Declaration**"), as a planned golf community (such real estate is referred to herein as the "**PGC Property**") 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 Pennsylvania Code of Regulations, Chapter 52, Section 63.41, "Underground Telephone Service in New Residential Developments" (the "**Regulations**"), requires, among other things, that all telephone distribution and service lines, except pedestals, be installed underground whenever such lines are located within a development consisting of five or more adjoining, unoccupied lots on a recorded plan for the construction of single-family residences (detached or otherwise) if telephone service to such lots necessitates extending the telephone service provider's existing distribution lines.

C. The Company is the provider of telephone service to the residential communities located or to be located on the PGC Property.

D. Provision of telephone service to the PGC Property will require extension of the Company's existing distribution lines, so the Regulations apply to the PGC Property.

E. The Developer desires (i) to grant easements to the Company with respect to a portion of the PGC Property known as Phase I-B of The Courtyards At The Links At Gettysburg, A Planned Community, as depicted on that certain Second Amended Declaration Plat dated December 7, 2004, and recorded in Adams County Record Book 3802, Page 104 (the "**Plat**") (such portion of the PGC Property is referred to herein as "**BLR Phase I-B**"), to permit the installation, operation, maintenance, repair and replacement of underground telephone facilities

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pursuant to the Regulations, and (ii) to enter into an agreement with the Company setting forth or confirming certain terms, tariffs and provisions which shall govern the provision of telephone service within BLR Phase I-B, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, with intent to be legally bound hereby, the Company and the Developer agree as follows:

1. Grant of Easements. The Developer hereby grants and conveys to the Company:

- (a) A perpetual easement and right-of-way on, over, across and under the area within BLR Phase I-B designated as "10' Utility Easement" on that certain plan entitled "Links – Lookout/Round Top" prepared by Sprint Telephone and dated April 13, 2005, a copy of which is attached hereto as Exhibit "A" (the "Plan"), to construct, repair, maintain, remove, reconstruct, operate, locate and relocate all facilities for the provision of telephone and communications services, in accordance with the Regulations ("Easement").
- (b) The right to excavate and refill ditches and trenches, and to install, remove, repair and replace such fixtures, pipes, conduits, appliances, loading coil pots, pedestals, poles, wires, cables, guys, anchors and any other accessories and appurtenances as the Company may deem necessary or desirable for the provision of telephone and communications services to BLR Phase I-B in accordance with the Regulations (collectively, the "Company's Facilities");
- (c) A temporary working easement and right-of-way to enter upon BLR Phase I-B as reasonably required for the original construction of the Company's Facilities ("Temporary Construction Easement"); and
- (d) The perpetual, non-exclusive right of ingress and egress to and from the Easement for any of the purposes provided herein ("Access Easement").

The Easement, the Temporary Construction Easement and the Access Easement are referred to collectively herein as the "Easements".

2. Units and Common Elements. The Developer, as Declarant of the Courtyards Declaration, has reserved in Subsection 6.1.2 of the Courtyards Declaration certain easement rights for the installation, maintenance, repair, relocation and replacement of utility lines and related facilities on the Common Elements and the Units (as those terms are defined in the Courtyards Declaration). The Developer and the Company agree that the Easements granted in



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Section 1 hereof shall also apply to the Units and Common Elements within BLR Phase I-B; subject, however, to the limitations set forth in Subsection 6.1.2 of the Courtyards Declaration, a copy of which Subsection is attached hereto as **Exhibit "B"**.

3. Conditions of Use.

- (a) The Company's exercise of the rights granted hereunder shall be at reasonable times (except in the event of emergency repairs) and in a reasonable manner, and shall not unreasonably interfere with the use and enjoyment of BLR Phase I-B or the PGC Property by occupants of the residential communities or the operation of the golf course and other facilities located on BLR Phase I-B or the PGC Property.
- (b) The Developer may (i) use the land subject to the Easements for a golf course, (ii) pave such land and use the same for parking, roads or similar purposes, (iii) use such land in connection with the further development of the PGC Property as set forth in the Courtyards Declaration (including, without limitation, the right to develop additional residential communities and/or commercial or recreational facilities within the PGC Property), and (iv) use such land for any other purpose not inconsistent with and materially adverse to the Company's rights hereunder.
- (c) The Easements shall be subject to other rights, easements, restrictions, encumbrances and other matters of record or that a physical inspection or survey of BLR Phase I-B or the PGC Property would reveal.
- (d) It is an express condition hereof that the Company shall, at the Developer's cost, relocate any portion of the Company's Facilities to such other location within BLR Phase I-B or the PGC Property as the Developer shall designate if and when the Developer determines that such relocation is necessary or desirable for the Developer's further development of the PGC Property. In the event that the Company desires to relocate, rebuild or materially alter the Company's Facilities at any future time, the prior written approval of the Developer is required, which approval shall not be unreasonably withheld.
- (e) The Company shall at all times, after performing any work in a workmanlike manner, in connection with the installation, operation, maintenance, repair, replacement, relocation or reconstruction of the Company's Facilities, restore any portion of BLR Phase I-B or the PGC Property affected by such work to the condition in which the same was found before such work was undertaken.

4. Developer's Warranty and Indemnification. The Developer warrants that it has sufficient title and right to grant the Easements and hereby covenants to indemnify and hold the



Company harmless from any loss it may suffer by reason of the Developer's lack of any right to make this grant.

5. Developer's Responsibilities.

- (a) The Developer shall, in all cases, give the Company at least ninety (90) days' advance, written notice of any trench opening date ("Trench Opening Notice"). Unless such Trench Opening Notice is given in accordance with this Section 5(a), the Company shall have no responsibility to provide distribution lines. The Developer will be charged, and agrees to pay, for the reasonable costs of travel time and lost labor time actually incurred by the Company if any trench is not opened on the date specified in any Trench Opening Notice given in accordance with this Section 5(a). This Agreement shall serve as the initial Trench Opening Notice, and the full execution thereof shall start the running of the 90-day notice period.
- (b) The Developer shall make commercially reasonable efforts to coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with other utilities sharing the same trench.
- (c) The Developer shall, at its own cost, clear the ground in which the Company's lines and related facilities are to be laid, of trees, stumps and any other obstructions.
- (d) The Developer shall make commercially reasonable efforts to request the installation of distribution and service lines at such time as to permit installation of such distribution and service lines before curbs, pavements and sidewalks are laid.
- (e) The Developer shall keep the route of all distribution and service lines clear of machinery and other obstructions when the line installation crew is scheduled to install such distribution and service lines.
- (f) The Developer shall cooperate with the Company and make commercially reasonable efforts to avoid unnecessary costs.
- (g) The Developer shall satisfactorily open and backfill, at its own cost and in accordance with Company requirements and specifications as set forth in Section 8 hereof, all trenches within BLR Phase I-B or the PGC Property that are necessary for the Company's buried service lines and its direct buried distribution line from the

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Company's terminal pole of the overhead feed cable, or from a terminal point of the Company's preexisting buried feed line, whichever is closer. Notwithstanding the foregoing, if the Developer requests, the Company shall extend such underground construction outside the perimeter of the PGC Property to a terminal point located farther away than the closest terminal point, and in that event, the Developer's obligations shall extend accordingly.

6. Increased Costs. If the Developer fails to substantially comply with the requirements of Sections 5 and 9 hereof, or changes the Plan after installation of the Company's Facilities has begun, or takes any other action that causes the Company to incur additional costs of installation, such additional costs shall be paid by the Developer promptly upon demand therefor by the Company, which demand shall be accompanied by invoices or other documentation of such additional costs reasonably satisfactory to the Developer. The Company reserves the legal right to bill such additional costs separately.

7. Company's Responsibilities. The Company shall furnish, place at its expense and own all distribution and service lines and related facilities that comprise the Company's Facilities. After the Company's Facilities have been initially buried, the Company shall be responsible for maintenance, operation, repair and replacement of the Company's Facilities, at the Company's cost, except that Developer will pay for repairs to the Company's Facilities made necessary by any damage thereto caused by Developer or its subcontractors, agents or representatives. The Company shall have the right to make inspections from time to time during the period of initial construction and placement of the Company's Facilities to make certain trenches are opened and backfilled in accordance with the specifications set forth in Section 8 hereof.

8. Trench Preparation. Trenches shall be opened and backfilled in accordance with the specifications set forth in this Section 8. The Company reserves the right for safety reasons, or any other good reasons, to change these specifications; provided, however, that the Company shall advise the Developer of any such changes in a timely manner. The Company shall be contacted in advance for approval of any conduit to be used.

- (a) Area to be trenched shall be leveled to within six inches (6") of finished grade prior to trenching.
- (b) Trenches for telephone facilities shall be not less than twenty-four inches (24") nor more than thirty inches (30") deep. At street crossings such trenches shall be not less than thirty-six inches (36") nor more than forty-two inches (42") deep, and all street crossings shall be laid in four inch (4") Type C-PVC (heavy wall for direct burial) conduit, that will be provided by the Company.


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- (c) The Company reserves the right to require deeper and/or wider trenches than specified in subsection (b), where such trenches are to be jointly used with power and/or CATV companies.
- (d) Backfill shall be tamped in four inch (4") layers of unfrozen earth, free of rock and unsuitable material. Where on site material is unsuitable for backfill, the Developer shall furnish sand or other suitable material for backfill.
- (e) Failure to comply with these trenching specifications will result in refusal by the Company to provide telephone service in the PGC Property until these standards and specifications are met.

9. Joint Use. Developer specifically covenants that in the event a trench is jointly used by the Company and a power company, another utility company, or a CATV company, and if the trench is reopened and closed for other than Company purposes, and such reopening and closing results in costs to the Company that are not reimbursed by the other companies requiring such opening and closing, the Developer will reimburse the Company for any reasonable costs the Company incurs as a result of such reopening and closing.

10. Extension of the Company's Facilities. Subsequent enlargements or extensions of the Company's Facilities, made at the request of the Developer to accommodate additional buildings or groups of buildings within The Courtyards At The Links At Gettysburg, or additional condominium or planned community developments within the PGC Property, will be made only under separate agreement between the Developer and the Company for each installation. The Company and the Developer agree to negotiate in good faith with respect to such future agreements, which agreements shall be substantially similar to this Agreement.

11. Extension Beyond the PGC Property. Developer hereby grants to the Company the right to extend its underground facilities through and beyond the PGC Property to supply telephone service to customers outside the PGC Property, provided, however, that such extensions to, or reinforcement of, this underground system to accommodate requests of customers outside the PGC Property will be made without cost to the Developer and in accordance with the provisions of Section 3 hereof.

12. Tariffs. In the event any provision in this Agreement conflicts with a provision in the Company's official tariffs on file with the Pennsylvania Public Utility Commission, the provisions of the Company's tariffs shall control. All applicable Company tariffs are incorporated herein by reference.

13. Assignment. This Agreement shall not be assigned by the Company without the prior written consent of the Developer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Company may assign this Agreement without the Developer's consent (i) to a wholly-owned subsidiary of the Company, or (ii) as part of sale of all or substantially all of the Company's assets or a plan of merger, consolidation or

reorganization approved by the Pennsylvania Public Utility Commission.

14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their permitted successors and assigns.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[SIGNATURE PAGE FOLLOWS]



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WITNESS, Company and Developer, for and on behalf of themselves, their respective successors and assigns, have executed this Agreement on the day and year first set forth.

ATTEST:

THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA

By Deborah Tressler
Assistant Secretary

By Clair Smith
Clair Smith
Director - CSO

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C.

By Patricia A. Kennedy
Patricia A. Kennedy
Secretary

By Richard A. Klein
Richard A. Klein
President

WITNESS:

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

By Steven Myers

By Richard A. Klein
Richard A. Klein
Managing Member



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Commonwealth of Pennsylvania :
: SS:
County of CUMBERLAND :

On this, the 18th day of OCTOBER, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared CLAIR SMITH, who acknowledged himself/herself to be the DIRECTOR - CSO of UNITED TELEPHONE COMPANY OF PENNSYLVANIA, a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument in his/her capacity as such officer, for the purposes therein contained.

Witness my hand and notarial seal this 18th day of OCTOBER, 2005.

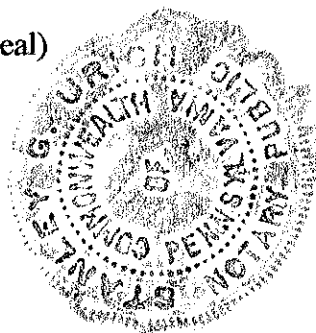
Stanley G. Ulrich
Notary Public

My Commission Expires:

JUNE 6, 2006

(Notarial Seal)

Notarial Seal
Stanley G. Ulrich, Notary Public
South Middleton Twp., Cumberland County
My Commission Expires June 6, 2006
Member, Pennsylvania Association Of Notaries



Commonwealth of Pennsylvania :
: SS:
County of Adams :

On this, the 18th day of October, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be: (1) the President of THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company ("**Links**"); and (2) the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C., a Pennsylvania limited liability company ("**Realty**"), and that he as such officer, being authorized to do so, executed the foregoing instrument in his capacity of President of Links and as Managing Member of Realty, respectively, for the purposes therein contained.

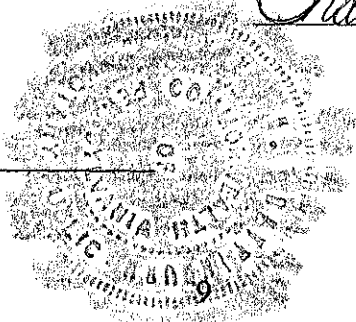
Witness my hand and notarial seal this 18th day of October, 2005.

Shannon N. Dettinburn
Notary Public

My Commission Expires:

NOTARIAL SEAL
SHANNON N. DETTINBURN, NOTARY PUBLIC
BUTLER TOWNSHIP, ADAMS COUNTY
MY COMMISSION EXPIRES MARCH 4, 2007

(Notarial Seal)



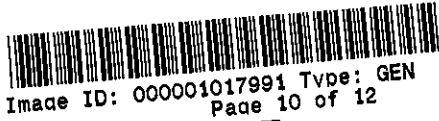


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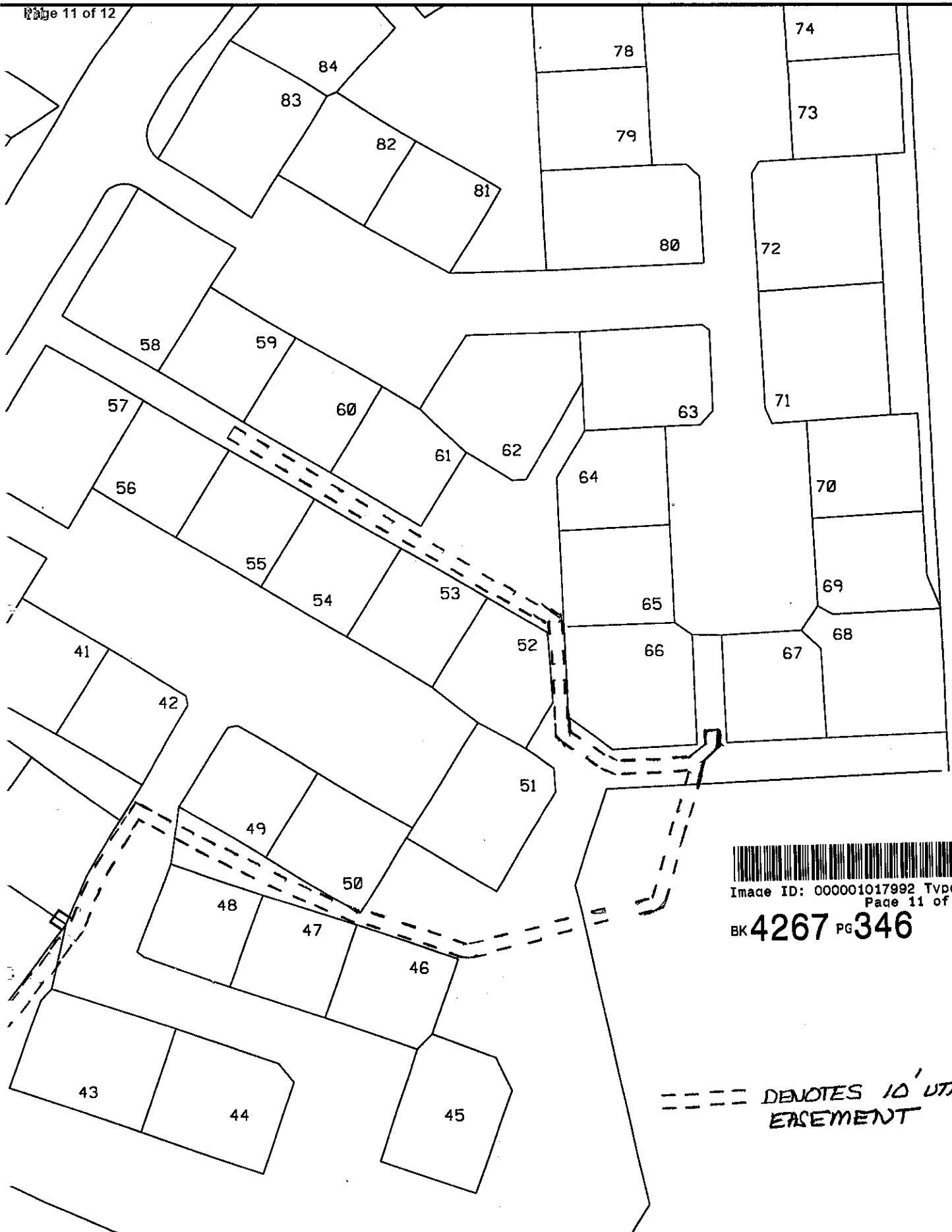


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==== DENOTES 10' UTILITY EASEMENT

S-LOOKOUT/ROUNDTOP-	Township/Taxcodes	Exchanges LTTWPA	Maps	Engineers HILBERT, LEO	Work Orders I2165963
MASON DIXON RD	Managers	COs	Scales 1"=100'	Phone 717-633-8305	WO Created 02/25/2005
				Print Date 04/13/2005	Sheet 1

Exhibit "B"

Subsection 6.1.2, Courtyards Declaration

6.1.2. **Utility Easements.** The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, and appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including Mount Joy Township and municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Subsection 6.1.2 shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines (including, without limitation, propane gas lines), pipes and conduits, water mains and pipes, wastewater and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Subsection 6.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such 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.


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