

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made as of this 10TH day of JULY, 2006, between THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company ("**Grantor**") and THE LINKS AT GETTYSBURG MASTER ASSOCIATION, a Pennsylvania non-profit corporation ("**Grantee**").

BACKGROUND:

A. Grantor is developing certain real estate located in Mount Joy Township, Adams County, Pennsylvania, as The Links At Gettysburg Planned Golf Community ("**PGC**") that shall contain, among other things, a golf course and multiple residential communities, which may be formed as planned communities or condominiums.

B. Grantor has constructed certain amenities for the benefit and use of the unit owners and occupants of the planned communities and condominiums in the PGC, including, *inter alia*, a community building and swimming pool. The community building and swimming pool, together with the parcel of land on which they are located, are referred to collectively herein as the "**Community Center**".

C. Grantor has conveyed to the Master Association, by deed of even date herewith recorded in the Office of the Recorder of Deeds for Adams County in Record Book 4525, Page 126, title to the Community Center.

D. Grantor has also constructed, on land of Grantor adjoining the Community Center, a two-story building containing restrooms and a mechanical room on the first floor, and office space on the second floor ("**Building**"). The mechanical room, which is divided from the restrooms by a masonry wall, is situated on the north side of the Building, is accessible only from the Community Center, contains approximately 300 square feet and houses certain machinery and equipment necessary to the operation of the Community Center swimming pool ("**Mechanical Room**").

E. Grantor desires to grant to Grantee an exclusive easement for access to and use of the Mechanical Room.

NOW, THEREFORE, with intent to be legally bound hereby, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an exclusive easement with respect to the Mechanical Room, for the purpose of (i) access to, (ii) maintenance and repair of, (iii) storage of pool chemicals in, and (iv) installation, operation, maintenance, repair and replacement of the machinery and equipment located in, the Mechanical Room, and for other necessary and incidental activities related to the operation of the Community Center swimming pool.



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Instr# 200600016438
Adams County, PA
Patsv S. Gochenauer Recorder of Deed

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2. Conditions of Use.

2.1 Reasonable Exercise. Grantee's exercise of the rights granted hereunder, including maintenance, repair, replacement or similar work performed by Grantee in the Mechanical Room, shall be undertaken by qualified personnel authorized by Grantee 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 the Community Center by occupants of the residential communities, or the use and operation of the golf course and other facilities (including, without limitation, use of the office space located on the second floor of the Building), located within the PGC.

2.2 Access and Use by Grantor. Grantor reserves the right to enter the Mechanical Room, at any time, for any purpose not inconsistent with Grantee's rights hereunder.

2.3 Other Encumbrances. The easement granted hereunder shall be subject to all other rights, easements, covenants, restrictions, encumbrances and other matters of record or that a physical inspection of the Mechanical Room or the Building would reveal.

2.4 Relocation. It is an express condition hereof that Grantee shall, at Grantor's cost, relocate the machinery and equipment located in the Mechanical Room to such other location within the PGC as Grantor shall designate if and when Grantor determines that such relocation is necessary or desirable for Grantor's further development of the PGC.

2.5 Restoration. Grantee shall at all times, after performing any work in a workmanlike manner, in connection with the installation, operation, maintenance, repair or replacement of the machinery and equipment located in the Mechanical Room, repair or restore the Mechanical Room, the Building and any other property of Grantor affected by such work to the condition in which the same were found before such work is or was undertaken.

2.6 Insurance. Grantee shall at all times maintain such insurance as is required by Article VIII of the Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community dated December 2, 2005, and recorded in Adams County Record Book 4231, Page 60 ("**Declaration**"), including, without limitation, property insurance with respect to any machinery, equipment or other personal property of Grantee located in the Mechanical Room, in an amount not less than 100% of the then-current replacement value thereof.

2.7 Utilities. Grantee shall pay for all utility services consumed by the operation of the machinery and equipment located in the Mechanical Room. In the event that the Mechanical Room is not separately metered, Grantee shall pay, promptly upon request by Grantor, twenty-five percent (25%) of the annual cost of all utility services consumed in the Building ("**Grantee's Share**"); provided, however, that Grantee's Share shall be adjusted no later than December 31, 2007, to reflect the actual share of the annual

cost of utility services attributable to Grantee's operation of the machinery and equipment located in the Mechanical Room.

3. Term. This Agreement shall remain in full force and effect as long as the Community Center swimming pool remains in operation and is part of the Community Amenities (as defined in the Declaration) of the PGC. If and when the Community Center swimming pool ceases operation permanently, or ceases to be part of the Community Amenities of the PGC, this Agreement shall concurrently terminate, without need for further action by Grantor or Grantee, and the easement granted herein shall terminate and be forever extinguished.

4. Subordination of Mortgage. As of the date hereof, Grantor has provided a fully-executed and recorded Consent and Subordination Agreement executed by Bank of Hanover and Trust Company with respect to a mortgage dated March 7, 2002, in the amount of \$5,050,000.00, recorded in Adams County Record Book 2583, Page 338, which is attached hereto.

5. Miscellaneous.

5.1 Assignment. This Agreement shall not be assigned by Grantee without the prior written consent of Grantor.

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

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

5.4 Modifications. This Agreement may not be amended or modified except by a further writing executed by Grantor and Grantee and recorded in the Office of the Recorder of Deeds in and for Adams County.

[SIGNATURE PAGE FOLLOWS]

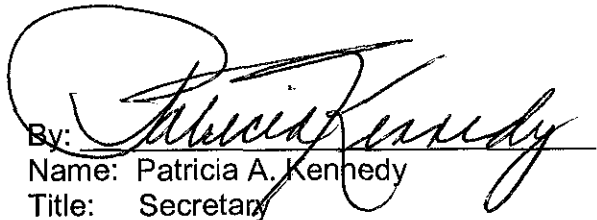


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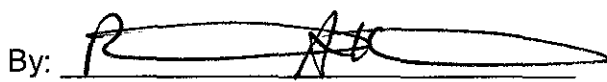
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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

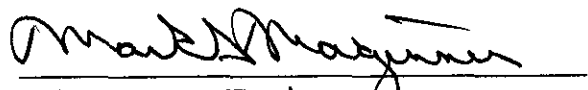
ATTEST:

By: 
Name: Patricia A. Kennedy
Title: Secretary

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

By: 
Name: Richard A. Klein
Title: President

WITNESS:


MARK S. MAGINNIS

GRANTEE:
THE LINKS AT GETTYSBURG MASTER
ASSOCIATION

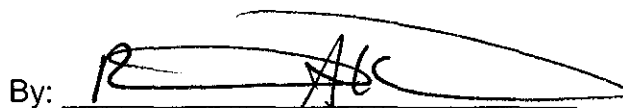
By: 
Name: Richard A. Klein
Title: President



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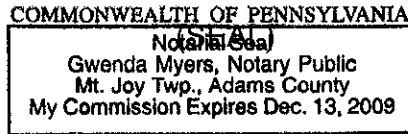
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 10th day of July, 2006, 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 the President of THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument in his capacity of as such officer, for the purposes therein contained.

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

Gwenda Myers
Notary Public

My Commission Expires:



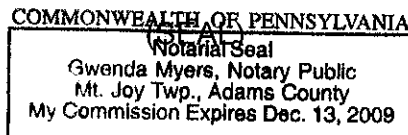
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 10th day of July, 2006, 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 the President of THE LINKS AT GETTYSBURG MASTER ASSOCIATION, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument in his capacity of as such officer, for the purposes therein contained.

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

Gwenda Myers
Notary Public

My Commission Expires:



After recording, please return to:

Richard D. Leigh, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166



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