

03-22-04
LHO Copy prior settlement

Need Exhibits
A + B

REVOCABLE WELL EASEMENT AGREEMENT

THIS AGREEMENT made this 9th day of March, 2002 by and between Gene Howald and Gail Howald, husband and wife, now residing at 10 Woodside Lane, New Hope, PA 18938 (hereinafter referred to as "Howald") and River Crossing Homeowners Association, maintaining an address at 34 Woodside Lane, New Hope, PA 18938 (hereinafter referred to as "HOA").

Copy OK - need Exhibit A+B

03/22/04

Phone call

Susan

3:30 PM

He is ok w/ Agreement

Tony OK

at signing

Agreement

Spoke via

phone

4:15 PM

03/22/04

WITNESSETH

WHEREAS Howald is the owner of lands and premises known and designated in Upper Makefield Township, Bucks County, Pennsylvania, as TMP 47-7-22-92 also known as 10 Woodside Lane, New Hope, Pennsylvania, and more specifically described in Exhibit A attached hereto, and

WHEREAS HOA has the obligation to maintain certain landscape easements situated on property Howald owns at the entrance to the River Crossing community, and

WHEREAS Howald constructed a second water well (the "Well") on Howald's property for purposes of irrigation, and

WHEREAS Howald and HOA would like to provide a revocable non-exclusive easement for the HOA to utilize the well for irrigation of the HOA landscape easement on Howald's property, and

WHEREAS the parties hereto desire to provide for the common use and maintenance of the well,

NOW, THEREFORE, the parties, intending to legally bound hereby, declare the following:

EASEMENT RIGHTS

1. HOA shall have a non-exclusive, revocable easement, including access ingress and egress on and across the portion of the property owned by Howald upon which the well is located (the "Easement Area") as specifically defined above on the page attached hereto as Exhibit B and made a part hereof.
2. The Easement shall be for the use of the well and to provide water for irrigation of the HOA landscape easements and Howald's property as described in Exhibits A and B attached hereto.

3. The HOA shall, at its sole expense, install an auxiliary riser, pump, underground tank, yard hydrants, and necessary electric to pump the water from the well. In addition, the HOA shall provide additional improvements not on Howald's property as necessary to effect the operation of the well, to include extension of the necessary electrical line from the HOA meter at the entry sign to the well via an underground trench beneath the entry drive extending to the property and easement area.
4. Should Howald cancel this agreement within 24 months of the date indicated above, Howald shall reimburse HOA for all costs of installing the yard hydrants, pump and underground tank referenced in par. 3 above, but not any of the expenses incurred for installation of electrical equipment or irrigation lines running throughout the entrance to the community or on the landscape easements on Howald's property.
5. In return for the right to use Howald's well and the granting of this easement, HOA shall bear all expenses associated with the use and maintenance of the pump and related equipment, all irrigation equipment installed within the HOA landscape easement areas, and the costs associated with operating the system including all electric company charges incurred.

Howald has the right to use the well and related equipment for the irrigation of Howald's property at no operating cost to Howald, however, HOA shall have no responsibility to maintain any irrigation systems installed by Howald and connected to the system.

6. HOA shall maintain commercially acceptable liability insurance to cover any work or activities related to construction, and maintenance of the improvements and use of the well.
7. Howald hereby indemnifies and holds the HOA harmless from any liability or damages arising from Howald's negligence and/or use of the well and related improvements.
8. HOA shall indemnify and hold Howald harmless from any liability or damages arising from negligence of the HOA and/or HOA's agents regarding the construction of the improvements, or use of the well.

