AGREEMENT GRANTING REVOCABLE ELECTRICAL POWERLINE EASEMENT

THIS AGREEMENT, made this day of December, 2017, by and between Matt and Dee Bates, husband and wife, now residing at 10 Woodside Lane, New Hope, PA (hereinafter "Grantors"), and River Crossing Homeowners Association, which maintains an address at 43 Woodside Lane, New Hope, PA 18938 (hereinafter the "HOA").

WITNESSETH:

WHEREAS Grantors are 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 (hereinafter "Property"), and

WHEREAS HOA has the obligation to maintain certain landscape easements situated on the Property owned by Grantors, at the entrance of to the River Crossing community, and

WHEREAS Grantors own and control a water well on Grantors' Property for the purpose of irrigation for both Grantors and HOA, and

WHEREAS Grantors wish to provide a revocable non-exclusive easement for the HOA to install a new electrical power supply line on the Property, for the purpose of supplying electricity to the wells supplying water for the Grantors' and the HOA's irrigation systems,

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

EASEMENT RIGHTS

- 1. HOA shall have a non-exclusive, revocable easement, including access ingress and egress on the Property, for the installation of a electrical power supply line to supply electricity to the well used by the Property and HOA for their respective irrigation services.
- 2. The Easement solely shall be for the installation, care, and maintenance of an electrical power supply line originating from inside Grantor's home on the Property, to supply electricity to the well supplying water for both the Grantors' and HOA's irrigation systems.
- 3. HOA shall, at is sole expense, install the electrical power supply line to supply electricity to the well supplying water for both the Grantors' and HOA's irrigation systems.
- 4. In return for Grantors' granting this easement, HOA shall bear all expenses associated with the installation and maintenance of the electrical power supply line and shall pay the

Property owners an annual fee of \$50, for the annual cost of the electricity necessary to operate the well for the irrigation systems. The annual cost can be modified in the future by agreement between the Property owners and HOA if electricity costs rise significantly.

- 5. HOA shall maintain commercially acceptable liability insurance to cover any work or activities related to the installation, care, and maintenance of the electrical power supply line.
- 6. Grantors hereby indemnifies and hold harmless HOA from any liability or damages arising from Grantor's negligence or use of the electrical power supply line and related improvements.
- 7. HOA hereby indemnifies and hold harmless Grantors from any liability or damage arising from HOA's negligence or HOA's agents' negligence in the installation, care, and maintenance of the electrical power supply line and related improvements.
- 8. The undersigned parties have executed this Agreement and hereby agree to be legally bound by the terms set forth hereinabove.

<SIGNATURE PAGE FOLLOWS>

SIGNED AND AGREED BY:

MAN.

Matt Bates

Dee Bates

GRANTORS

GRANTEES

David Navazio, President

River Crossing Homeowners Association

WITNESSED BY:

ignature

12-15-17

Date

*COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS

On this, the 15 day of 2c., 2017, before me 2019 2016 5

the undersigned officer, personally appeared Matt Bates and Dee Bates, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that Matt Bates and Dee Bates executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

NOTARIAL SEAL
Lisa M. Daniels, Notary Public
Bristol Twp., Bucks County
My Commission Expires Sept. 23, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES