

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2009, by Mark E. Lingafelt and Sandra R. Lingafelt, husband and wife, (hereinafter referred to as "Lingafelt"), of Huntingdon County, Pennsylvania; and William S. Felton and Denise A. Felton, husband and wife, of Huntingdon County, Pennsylvania (hereinafter referred to as "Felton").

WITNESSETH:

WHEREAS, Mark E. Lingafelt and Sandra R. Lingafelt are purchasing a tract of land located in Juniata Township, Huntingdon County, Pennsylvania from Felton, said tract of land consisting of approximately 2.48 acres, said land to be conveyed by Deed from Felton to Lingafelt and intended to be recorded on the date herewith; and

WHEREAS, access to the 2.48 acres being purchased by Lingafelt from Felton is across a roadway which is located on a 50-foot right-of-way leading from Township Route T-503 to the property being purchased by Lingafelt; and

WHEREAS, Felton may use the roadway for access to the Feltons' property, as well as a means of ingress, egress and regress from other properties which Felton may sell in the future; and

WHEREAS, the parties desire to have an agreement regarding the maintenance of said roadway, it being the intent of the parties that the maintenance of the roadway will be shared equally by all of the people using the roadway as access to their property.

NOW THEREFORE, intending to be legally bound hereby, and in consideration of ONE (\$1.00) DOLLAR, and other good and diverse consideration, it is hereby agreed as follows:

1. The 50-foot easement and the roadway located thereon which is referred to above shall be maintained by Lingafelt and all other persons using the 50-foot easement and roadway, or any part thereof, as a means of ingress, egress and regress to and from their property on a pro rata basis, each property using the roadway to bear an equal share of the maintenance expense.

2. Any person or persons causing damage to the roadway during use of the roadway for activities such as construction, logging or heavy deliveries shall be responsible to repair the damage.

3. The obligation agreed to herein shall be an obligation binding on the heirs, successors and assigns of Lingafelt and Felton.

4. The benefits of this Agreement shall inure to the heirs, successors and assigns of Lingafelt and of Felton.

5. This Agreement shall be an obligation and benefit which runs with the property of Lingafelt and Felton, and may be conveyed by them to subsequent owners of the respective properties.

6. It is the intent of Lingafelt and Felton that the roadway be maintained in a reasonable fashion to allow ingress, egress and regress to and from the respective properties serviced by the roadway.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals to be effective the day and year above written.

WITNESS:

Mark E. Lingafelt

Sandra R. Lingafelt

William S. Felton

Denise A. Felton