

P.W.  
PA 61A

DEED OF EASEMENT AND EASEMENT RESTRICTION

THIS AGREEMENT made on of this 26<sup>th</sup> day of November,  
1991, by and between MICHAEL A. GRECO and AMELIA M. GRECO,  
husband and wife (hereinafter referred to collectively as  
"Greco") and BEACH MOUNTAIN LAKES CORPORATION (hereinafter  
referred to as "Beech Mountain").

WITNESSETH:

WHEREAS, Greco is the owner of certain real estate  
located in Butcher Township, Luzerne County, Pennsylvania as  
more particularly described in a deed dated September 7, 1973  
and recorded in the Office of the Recorder of Deeds in and for  
Luzerne County, in Deed Book 1297, page 90 (herein the "Greco  
Property"); and

WHEREAS, Beech Mountain acquired ownership of certain  
real estate adjoining the above-described real estate of Greco  
by merger with Four Seasons Investment Corporation which merger  
is recorded in the Office of the Recorder of Deeds in and for  
Luzerne County in Deed Book 2144, page 272 (herein the  
"Property"); and

WHEREAS, Greco claimed certain easement rights across  
the property owned by Beech Mountain; and

NOV 24 1978 281

WHEREAS, the parties hereto have entered into a Settlement Agreement and Mutual Release dated November 2, 1990 (herein "Settlement Agreement") in connection with Graco's claim of said easement rights which are more particularly set forth in the Complaint filed in equity, docketed at No. 75-E of 1987 in the Court of Common Pleas of Luzerne County, Pennsylvania (herein the "Complaint"); And

WHEREAS, pursuant to the terms of the Settlement Agreement Beach Mountain desires to expressly grant certain access easement rights to Graco as more particularly described herein and Graco has agreed to extinguish and release any such rights they may have in the property or any other property of Beach Mountain, Accepting those Expressly granted to Graco herein and in said Settlement Agreement.

NOW, THEREFORE, the parties hereto in consideration of one (\$1.00) Dollar and other good and valuable consideration, paid by Beach Mountain to Graco, the receipt of which is hereby acknowledged, covenant and agree as follows:

1. Beach Mountain, for itself, its agents, administrators, executors, successors and assigns hereby grants and conveys to Graco, their heirs, agents, administrators, executors, successors and assigns, a free, perpetual,

\* 2 \*

box2407rec 282

non-exclusive right-of-way access easement for purposes of ingress, egress and regress only to the Greco Property over the following portions of the property and no other:

A. All those certain roads or segments of roads constructed or hereinafter constructed on and within the servient tract located in Butler Township, Luzerne County, Pennsylvania as more particularly described in the Settlement Agreement and in Exhibit "A" attached hereto and made a part hereof, which tract is originally described in the deed dated May 25, 1963 by and between New Franklin Coal Mining Company, Inc. as Grantor, and the People's Savings and Trust Company as Grantee, and recorded in the Office of the Recorder of Deeds in and for Luzerne County, Pennsylvania, in Deed Book 1714, Page 811, and which tract is also shown on the subdivision plan for a portion of the property recorded in the Office of the Recorder of Deeds in and for Luzerne County, Pennsylvania in Map Book 0859, Page 87 (herein the "subdivision Plan"). Greco's access easement rights granted pursuant to this subparagraph (A) shall be restricted by and strictly limited to areas within the foregoing servient tract, and shall not be construed to include any rights whatsoever to traverse any segment of any roads currently existing or hereinafter constructed on

property of Beech Mountain which falls outside the boundaries of the servient tract.

b. ALL that certain fifty (50) foot wide right-of-way easement situate in the Beech Mountain Lakes Development in Butler Township, Luzerne County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southerly right-of-way line of Today's Court, said point being further described as the common front corner of Lots 70 and 71, Block 1, in said development as shown on the Subdivision Plan;

THENCE along said right-of-way by a curve to the right having a radius of 302.03 feet, an arc length of 3.73 feet, and a chord bearing and distance of North 76 degrees 32 minutes 23 seconds West 3.73 feet to the true point of beginning;

THENCE through lot No. 70 the following two (2) courses and distances;

1. THENCE South 33 degrees 47 minutes 51 seconds West 36.34 feet to a point;

2. THENCE by a curve to the right having a radius of 163.71 feet, an arc length of 123.18 feet, and a chord bearing and distance of South 55 degrees 20 minutes 18 seconds West, 120.22 feet to a point;

THENCE continuing through lot 70, Lot 69, and other lands of Beech Mountain Lakes South 76 degrees 52 minutes 44 seconds West, 103.11 feet to a point in line of land of Michael A. Greco;

THENCE along said Greco land North 44 degrees 50 minutes 10 seconds West 50.86 feet to a point;

THENCE through lands of Beech Mountain Lakes and Lot 69 North 76 degrees 52 minutes 44 seconds East 134.17 feet to a point;

THENCE continuing through Lot 69 and Lot 70 by a curve to the left having a radius of 113.71 feet, an arc length of 85.50 feet, and a chord bearing and distance of North 55 degrees 20 minutes 18 seconds East 03.50 feet to a point;

THENCE continuing through Lot 70 North 33 degrees 47 minutes 51 seconds East 22.88 feet to a point on the southerly right-of-way line of Tommy's Creek;

THENCE along said right-of-way line by a curve to the left having a radius of 302.03 feet, an arc length of 51.84 feet, and a chord bearing and distance of South 71 degrees 16 minutes 08 seconds East, 51.78 feet to the true point of beginning.

Said right-of-way containing 12,589 square feet more or less;

c. All that certain fifty (50) foot wide right-of-way easement situated in Beech Mountain Lakes Development in Butler Township, Luzerne County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly right-of-way line of Ridge Rock Drive, said point being further described as the common front corner of Lots 121 and 122, Block 1, in said development as shown on the Subdivision Plan;

THENCE along said right-of-way line by a curve to the left having a radius of 5,154.88 feet, an arc length of 12.51 feet, and chord bearing and distance of South 67 degrees 46 minutes 32 seconds West 12.51 feet to the true point of beginning;

THENCE through Lot 121 and other lands of Beech Mountain Lakes South 22 degrees 51 minutes 02 seconds East 200.63 feet to a point;

THENCE continuing through lands of Beech Mountain Lakes by a curve to the right having a radius of 120.00 feet, an arc length of 121.48 feet, and a chord bearing and distance of South 6 degrees 08 minutes 58 seconds West 116.33 feet to a point;

THENCE still through said lands South 35 degrees  
58 minutes 58 seconds West 155.41 feet to a point in line  
of land of Greco;

THENCE along said Greco land South 72 degrees 01  
minutes 01 seconds West 85.00 feet to a point;

THENCE through land of Beach Mountain Lakes North  
35 degrees 58 minutes 58 seconds West 224.14 feet to a  
point;

THENCE continuing through said land by a curve to  
the left having a radius of 70.00 feet, an arc length of  
70.06 feet, and a chord bearing and distance of North 06  
degrees 58 minutes 58 seconds East 67.87 feet to a point;

THENCE still through land of Beach Mountain Lakes  
and Lot 121 North 22 degrees 01 minutes 02 seconds West  
200.17 feet to a point on the southwesterly right-of-way  
line of Edge Rock Drive;

THENCE along said right-of-way line by a curve to  
the right having a radius of 5,154.86 feet, an arc length  
of 50.00 feet, and a chord bearing and distance of North 67  
degrees 23 minutes 41 seconds East 50.00 feet to the true  
point of beginning.

said right-of-way containing 24,320 square feet  
more or less.

The easements described in this Paragraph One(1)  
being a portion of the premises conveyed to the Dimin  
Corporation by deed recorded in the Office of the Recorder  
of Deeds in and for Luzerne County in Deed Book 2041, page  
5. The said Dimin Corporation filed a change of name to  
Four Seasons Investment Corporation which change of name is  
recorded in the said Office of Recorder of Deeds of Luzerne  
County in Deed Book 2065, page 1049. Grantor herein merged  
with the said Four Seasons Investment Corporation which

merger is recorded in the Office of the Recorder of Deeds  
in and for Laramie County in Deed Book 2144, page 272.

2. The creation of the right-of-way agreements  
granted herein shall not be deemed to constitute an agreement  
by Beech Mountain, its agents, administrators, successors,  
successors or assigns to improve, alter, repair and maintain  
said easements except to the extent of Beech Mountain's  
agreement in Paragraph 2(a) of the Settlement Agreement to  
improve and maintain the road now known as Tarry Trail, and its  
connecting road to Edge Rock Road, to a quality gravel road,  
and to keep same free from sapling growth or growth of other  
significant vegetation or significant erosion until such time  
as Tarry Trail and its connecting road are blacktopped.

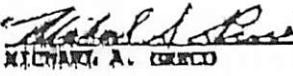
3. Except for the assessment rights conveyed to Greco  
in Paragraph one herof and subject to the terms and conditions  
of the Settlement Agreement, Greco, for themselves, their  
agents, servants, employees, heirs, administrators, successors,  
successors and assigns hereby declare, affirm and state that  
any and all assessment rights whatsoever which Greco may have on  
the property or any other property whatsoever owned by Beech  
Mountain, including, but not limited to, those rights alleged

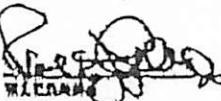
and set forth in the Complaint in Equity docketed at No. 75-B  
of 1967 in the Court of Common Pleas of Luzerne County,  
Pennsylvania, and all rights to use same have been abandoned,  
extinguished and terminated and Greco hereby releases and  
forever quit claim to Beach Mountain, its representatives,  
administrators, successors and assigns, all of their respective  
right, title and interest in said easement rights or any other  
rights whatsoever claimed in the property or any other property  
owned by Beach Mountain, (other than those rights expressly  
granted hereinabove in Paragraph One), with the intent that any  
and all such easement rights or any other rights whatsoever to  
the property or to any other property owned by Beach Mountain  
shall be forever extinguished and that Beach Mountain, its  
representatives, administrators, successors and assigns shall  
hereafter have and enjoy the said property and any other  
property owned by Beach Mountain free and absolutely discharged  
from any such claims of easement rights from Greco and from all  
other encumbrances whatsoever which may belong to Greco..

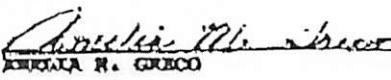
4. This Deed of Easement and Extinction  
Agreement is irrevocable and shall be binding upon the parties  
hereto, their agents, servants, employees, heirs,  
administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto intending to be  
legally bound hereby have executed this Agreement as of the  
date first above written.

  
\_\_\_\_\_  
WITNESS

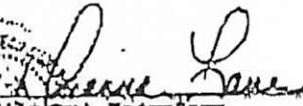
  
\_\_\_\_\_  
RICHARD A. GRECO

  
\_\_\_\_\_  
WITNESS

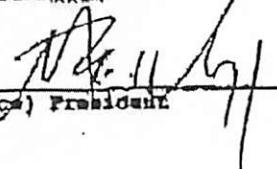
  
\_\_\_\_\_  
RICHARD A. GRECO

ATTEST:



  
\_\_\_\_\_  
RICHARD A. GRECO

RIVER MOUNTAIN LARGO  
CORPORATION

BY:   
\_\_\_\_\_  
(Vice) President

0002407 REC'D 2/23/93

Baldwin A.

COMMONWEALTH OF PENNSYLVANIA

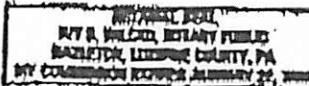
COUNTY OF LEBERDE

On this, the 10<sup>th</sup> day of December, 1991, before me,  
the undersigned officer, personally appeared Michael A. Greco  
and Amalia M. Greco and acknowledged that they executed the  
foregoing instrument for the purposes and in the capacity  
therein contained by signing their names and desired that the same  
be recorded as such.

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



Ray D. Wilcox  
Notary Public



STATE OF MISSISSIPPI

COUNTY OF JACKSON

On this, the 26<sup>th</sup> day of November, 1991, before me  
the subscriber personally appeared Kenneth R. Hendrych  
who acknowledged <sup>himself to be the (Vice) President of</sup> BEACH MOUNTAIN LAKES CORPORATION, a Corporation, and that being  
authorized to do so as such corporate officer executed the  
foregoing instrument for the purposes therein contained on  
behalf of the corporation.

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



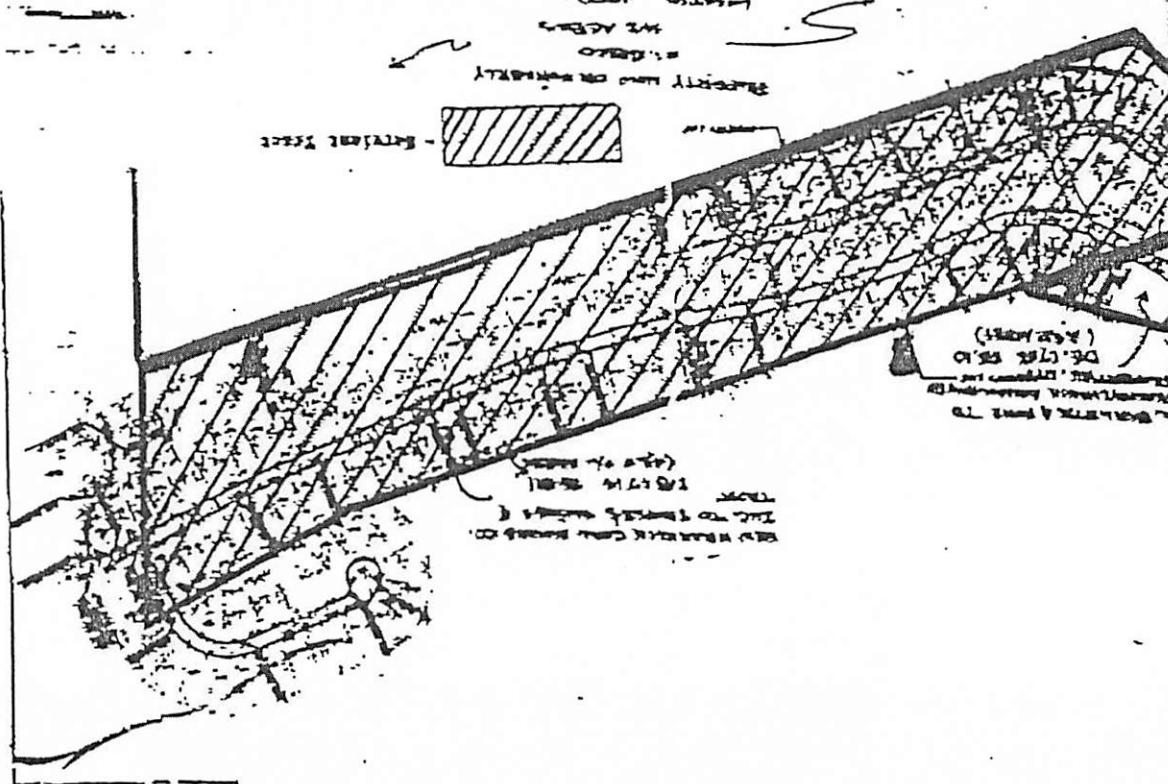
Donald J. Smith  
Notary Public

EXAMINED AND APPROVED  
BY COMMISSIONER OF NOTARIES

BOOK 2407 PAGE 290

SEARCHED  
INDEXED  
FILED  
SERIALIZED  
OCT 19 1991

JNEK 2407ME 231



RECORDED  
AND TAX PAID  
10/27/91

2029

*JL*

Bartman, MICHAEL A. GRECO  
and ANGELA M. GRECO, b/w  
and  
BEECH MOUNTAIN LAKES CORP.

DEED OF EASEMENT AND  
EASEMENT EXTINGUISHMENT

Box 78

MILLOTT, DAVID G. FITZPATRICK  
ATTORNEY AT LAW  
ACQUETONIC, PENNSYLVANIA  
SUPPLY 18 PUBLIC SOURCE  
WILKES-BARRE, PENNSYLVANIA 18702  
412-324-5739  
412-324-5379

REC'D DEC 27 1991 21

4721133

ENTERED FOR RECDCE  
at 10:21 AM

DEC 27 1991

Amount \$ 25.50  
Frank C. Costello  
Recorder

I am the attorney for Bartman, Michael and Angelia Greco, the plaintiffs  
in this Deed.

Frank C. Costello  
Recorder

Dec 27 1991

Witness my hand and seal in witness, this 27<sup>th</sup> day of December, AD 1991

Frank C. Costello, Recorder