

**Parcel ID#:**

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**Property Address: 14 West Pennsylvania Avenue and 14, 16, 18, 18A South Main Street, Stewartstown Borough, York County, PA**

**RECIPROCAL ACCESS EASEMENT AGREEMENT**

This RECIPROCAL ACCESS EASEMENT AGREEMENT made this 19<sup>th</sup> day of March, 2009 between: **Hartman Family Realty**, a Pennsylvania General Partnership, 1385 Wyndham Drive South, York, Pennsylvania ("Hartman") and **Stanley E. Lloyd and SEL Properties, Inc.**, owners of certain properties located at 14 West Pennsylvania Avenue and 14, 16, 18 and 18A South Main Street, Stewartstown, Pennsylvania ("Lloyd/SEL"),

**WITNESSETH:**

**WHEREAS**, Lloyd/SEL hold fee simple title to certain premises situate in Stewartstown Borough, County of York, and Commonwealth of Pennsylvania, more particularly described in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in deed book 1708, page 2912, deed book 1679, page 1461, deed book 460, page 643, deed book 1274, page 1806, and deed book 1665, page 3938; located at 14 West Pennsylvania Avenue, 14 South Main Street, 16 South Main Street, 18 South Main Street and 18A South Main Street, Stewartstown, PA; and

**WHEREAS**, the parties hereto have previously entered into an Agreement of Sale dated October 3, 2008, and an Addendum thereto wherein Hartman agrees to purchase certain real property more particularly shown and described as "Lot 2" on a drawing prepared by LSC Design titled "Proposed Resubdivision Plan" sheet no. SD.2

2. Lloyd/SEL hereby grant and convey unto Hartman on, over, across, upon, along Lot 1 and Tax Parcel 115, an easement and right-of-way as shown on the drawing attached hereto as Exhibit A, together with all necessary rights of ingress, egress and regress to and from same unto Lot 2.
3. In the event that the macadam access drive on Lot 1 and Lot 2 depicted in Exhibit A is relocated or altered as part of any improvements made to Lot 2, the easement described in Paragraph 1 shall be so relocated or altered to allow continued rights of ingress, egress and regress to and from Lot 1 and Tax Parcel 115 over and thru Lot 2 providing access for normal and ordinary business traffic between Lot 1 and Tax Parcel 115 and South Hill Street. Any and all costs and expenses associated with moving or altering the macadam access drive shall be borne by Hartman.
4. In the event that the macadam access drive on Lot 1 and Tax Parcel 115 depicted in Exhibit A is relocated or altered as part of any improvements made to Lot 1, Tax Parcel 115 (18 South Main Street), Tax Parcel 116 (16 South Main Street) and Tax Parcel 117 (14 South Main Street), the easement described in Paragraph 2 shall be so relocated or altered to allow continued rights of ingress, egress and regress to and from Lot 2 over and thru Lot 1, Tax Parcel 115 (18 South Main Street), Tax Parcel 116 (16 South Main Street) and Tax Parcel 117 (14 South Main Street) providing access for normal and ordinary business traffic between Lot 2 and South Main Street. Such easement may not be moved in any manner that shall interfere with the normal and ordinary business traffic on Lot 2. Any and all costs and expenses associated with moving or altering the macadam access drive shall be borne by Lloyd/SEL.

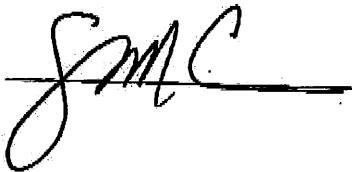
5. The parties anticipate that future development of Lot 2 and Lloyd/SEL properties may require alteration and relocation of the easement areas consistent with the drawing prepared by LSC Design dated 1/20/2009, revised 2/12/2009 and labeled "Zoning Exhibit Plan -- ZH.2" attached hereto and incorporated by reference herein as Exhibit B. The parties hereto agree that the easements granted herein shall be altered or relocated to allow the continuing rights of ingress, egress and regress providing access for normal and ordinary business traffic over and thru Lot 1, Lot 2, and Tax Parcel 115 from South Main Street and South Hill Street in accordance with any properly approved land development plan consistent with the improvements shown on Exhibit B. Lloyd/SEL hereby acknowledge and agree that such altered and relocated easement will involve the Lloyd/SEL remaining properties in addition to the area set forth in Exhibit A, specifically identified as Tax Parcels 115, 115A, and 116 in the Borough of Stewartstown.
6. Lloyd/SEL, their personal representatives, heirs, successors and assigns, hereby agree to and shall cooperate with Hartman in connection with obtaining any necessary municipal approvals for the development of Lot 2, including but not limited to, executing any plans or documentation necessary to facilitate approval of such development and the relocation of the macadam access drive as set forth in Paragraphs 3 and 5.
7. Each party hereto is responsible for normal and customary maintenance and repair of the easement areas located on their respective Lots and/or properties.
8. Each party hereto shall keep and maintain the easement areas on their respective Lots and/or properties free from obstruction at all times thereby allowing for

normal and ordinary business traffic access between Lots 1 and 2 from South Main Street to South Hill Street.

9. All rights and duties granted and described herein shall inure to the benefit of and be binding upon the parties, their personal representatives, heirs, successors and assigns.
10. This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
11. The parties, by signing below, acknowledge the reading of this Agreement and that the same has been voluntarily, legally and appropriately executed.

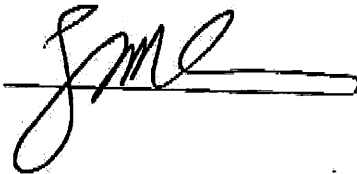
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, the day and year first written above.

Witness/Attest:



SEL Properties, Inc., a Maryland Corporation

By: Ben D. Orlando (P. 2) (SEAL)  
Benjamin D. Orlando, Personal  
Representative of the Estate of Stanley E. Lloyd



By: Ben D. Orlando (P. 2) (SEAL)  
Benjamin D. Orlando, Personal  
Representative of the Estate of Stanley E. Lloyd

Hartman Family Realty, a Pennsylvania General Partnership



By: Stewart E. Hartman, Jr. (SEAL)  
Stewart E. Hartman, Jr., Managing Partner

COMMONWEALTH OF PENNSYLVANIA

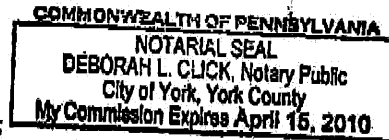
COUNTY OF YORK

SS:

On this, the 19 day of March, 2009, before me, the undersigned officer, a Notary Public in and for said County and State, personally appeared Benjamin D. Orlando, Personal Representative of the Estate of Stanley E. Lloyd, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Deborah L. Click (SEAL)  
NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA

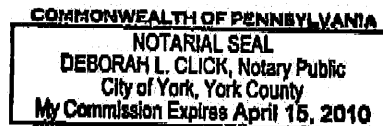
COUNTY OF YORK

SS:

On this, the 19 day of March, 2009, before me, the undersigned officer, a Notary Public in and for said County and State, personally appeared Benjamin D. Orlando, Personal Representative of the Estate of Stanley E. Lloyd, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Deborah L. Click (SEAL)  
NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA

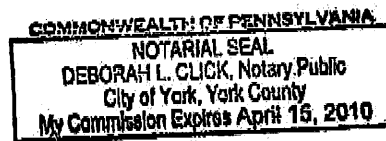
COUNTY OF YORK

SS:

On this, the 19 day of March, 2009, before me, the undersigned officer, a Notary Public in and for said County and State, personally appeared Stewart E. Hartman, Jr., who acknowledged himself to be the Managing Partner of Hartman Family Realty, a Pennsylvania General Partnership, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Deborah L. Click (SEAL)  
NOTARY PUBLIC



Mail to:

Ream, Carr, Markey & Woloshin  
119 East Market Street  
York, PA 17401

