

RESOLUTION NO. 2007-6

EASEMENT OR RIGHT OF WAY AGREEMENT

MADE THIS 14th day of November, 2007, by and between **INDIAN LAKE BOROUGH**, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, having its offices at 1301 Causeway Drive, Central City, Pennsylvania 15926 (hereinafter referred to as "Grantor") and **ST. CLAIR RESORT DEVELOPMENT LLC**, a limit liability company, with offices at 1031 Peninsula Drive, Central City, Pennsylvania 15926 (hereinafter referred to as "Grantee").

WHEREAS, Grantee is in the process of developing its property more particularly described in Somerset County Record Book Volume 1842, at page 401; and,

WHEREAS, as part of said Development, Grantee intends to built roads within the Development; and,

WHEREAS, one of the proposed roads known as "Pow Wow Court" crosses lands of the Grantor, more particularly described in Somerset County Record Book Volume 1405, at page 862 and Deed Book Volume 690, at page 6; and,

WHEREAS, Grantee has requested that Grantor grant and convey an easement or right of way for that portion of Pow Wow Court which crosses lands of Grantor; and,

WHEREAS, Grantor has power to grant and convey such easement under 53 P.S. Section 46201.

WITNESSETH that said Grantor for and in consideration of the sum of ONE and 00/100 (\$1.00) DOLLAR, lawful money of the United States of America unto it well and truly paid by the said Grantee, at and before the sealing and delivery of these presents, receipt whereof is hereby

acknowledged, and does hereby grant and convey unto Grantee, its successors and/or assigns: a perpetual, non-exclusive easement or right of way, in common with Grantor, its successors and/or assigns, over and across a portion of lands of Grantor, situate in Indian Lake Borough, Somerset County, Pennsylvania, more particularly described as follows:

Beginning at an existing rebar, on the southerly right of way line of Pow Wow Court; thence crossing Pow Wow Court, North 05 degrees 59' 06" East 33.03 feet to a point; thence South 81 degrees 43' 10" East 48.81 feet to a point; thence along a curve to the right having a radius of 91.50 feet, a length of 64.59 feet, a delta of 40 degrees 26' 36", a chord length of 63.25 feet, and a chord bearing of South 61 degrees 06' 57" East to a point; thence South 40 degrees 53' 38" East 99.89 feet to a point on line of lands of Grantee; thence along line of lands of Grantee, South 08 degrees 27' 18" East 61.52 feet to a point; thence North 40 degrees 53' 38" West 151.81 feet to a point; thence along a curve to the left, having a radius of 58.50 feet, a length of 41.20 feet, a delta of 40 degrees 20' 51", a chord length of 40.35 feet, and a chord bearing of South 61 degrees 04' 04" East to a point; thence North 81 degrees 43' 10" West 47.37 feet to a rebar, the place of beginning, as shown on the attached survey prepared by Randall Lee Musser, R.S.

IT IS UNDERSTOOD and AGREED that this easement or right of way is granted and subject to the following terms and conditions:

1. The easement or right of way shall be used to provide part of the internal road system for Grantee's Development.
2. Grantee, at his own cost, shall improve said road as provided by any laws or ordinances and shall maintain said road at its sole cost and expense until or unless said road is dedicated to the public.
3. The within easement is in common with Grantor, its successors and assigns, and the use of said right of way or easement by Grantee shall not be such that it interferes with the use and access to lands of Grantor.

- 4. Grantee agrees to indemnify and hold harmless Grantor, its successors and assigns, of and from any and all liability for damages to person or property as a result of the within conveyance.

- 5. This easement or right of way shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns, and the term Grantor(s) and Grantee(s), hereunder shall include their respective heirs, successors and assigns.

- 6. The within grant is made pursuant to a Resolution adopted by the Borough Council by the Borough of Indian Lake at a regular meeting held on the 14th day of November, 2007, where at a quorum was present and a majority voted in favor thereof.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bind themselves, their heirs, successors and assigns, have caused this Easement or Right of Way Agreement to be duly executed the day and year first above written.

ATTEST:

“INDIAN LAKE BOROUGH”

Theresa X. Mayant
Secretary

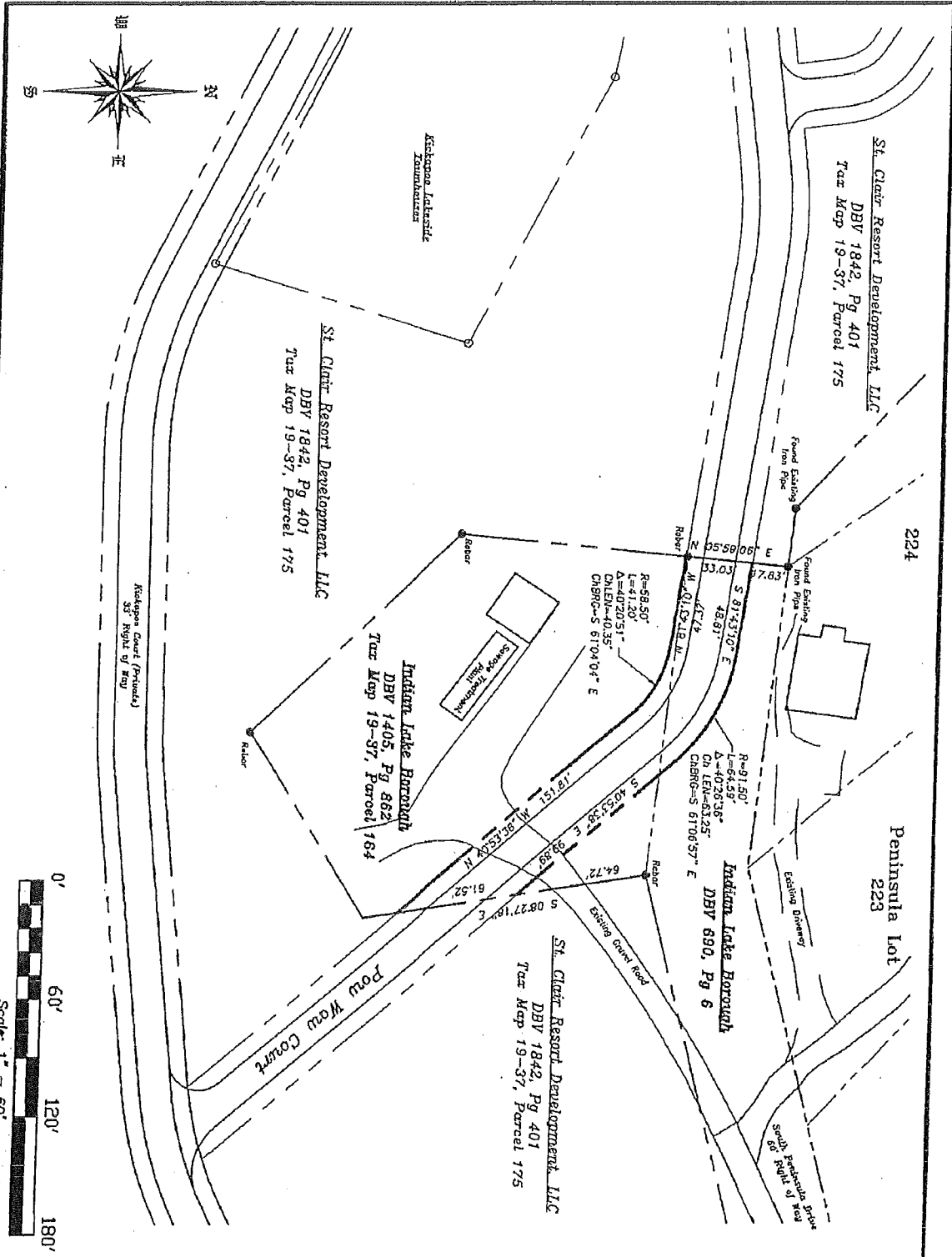
By: [Signature]
VICE President

ATTEST:

“ST. CLAIR RESORT DEVELOPMENT LLC”

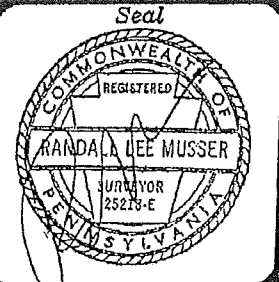
Theresa X. Mayant
Secretary

By: [Signature]
President



Easement Plan
for
St. Clair Resort
Development, LLC
situate in
Stonycreek Township, Somerset County
Pennsylvania

Musser Engineering, Inc.
7785 Lincoln Highway
Central City, PA 15926
Phone (814) 754-8477



Drawn By:	MP	Checked By:	RLM
Surveyed By:	---	Date:	10/18/07
Revised Date:	---	DWG. No.:	---