



R 02315-0136 Jan 17, 2024

BCM HOLDINGS LLC
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01-17-2024
09:38:02

EASE 3 pgs

RECORDER OF DEEDS

3-2
5A.75
Hawbaker
Engineering

DECLARATION OF PRIVATE ACCESS EASEMENT

THIS DECLARATION OF EASEMENT is made this 16th day of January, 2024, by BCM HOLDINGS, LLC, a Pennsylvania limited liability company located in Centre Hall, Centre County, Pennsylvania ("BCM").

RECITALS

A. BCM is the owner of approximately 183.444 acres of unimproved land in Liberty Township, Centre County, PA, currently designated as Centre County Tax Parcel 04-003-,005-,0000-, which is more thoroughly described in Centre County Record Book 2259, Page 285.

B. BCM is in the process of subdividing the said premises into three tracts, designated as Lot 1, Lot 2, and Lot 3, as more fully shown on a plan entitled "Final Subdivision Plan for Land of BCM Holdings, LLC" dated October 13, 2023, by Hawbaker Engineering, State College, Pennsylvania, and intended to be recorded.

C. BCM intends hereby to create a permanent easement across Lot 2 (the "Servient Estate") for access to Lot 3 (the "Dominant Estate") on the terms and conditions contained herein.

NOW, THEREFORE, intending to be legally bound hereby, BCM declares as follows:

1. The above-stated recitals are hereby incorporated by reference herein.
2. BCM does hereby declare, grant, assign, and convey to the owner(s) of the Dominant Estate a private easement and right-of-way across the Servient Estate of variable width as depicted on the aforesaid plan, and more thoroughly described as follows:

Beginning at a point, lying in a northerly R/W line of Upper Polecat Road (T-485, 33' R/W) and in a southerly line of Lot 2; thence along the same, N52°21'29"W, 13.68 feet to a point; thence traversing through Lot 2, the following bearings and distances: N50°20'32"W, 68.90 feet to a point; thence N13°24'23"W, 140.77 feet to a point; thence N03°43'56"W, 58.20 feet to a point; thence N09°43'10"E, 125.68 feet to a point; thence N61°47'51"E, 60.26 feet to a point; thence N54°57'22"E, 101.24 feet to a point; thence N44°23'28"E, 165.99 feet to a point; thence N68°52'11"E, 106.73 feet to a point; thence N47°50'52"E, 206.09 feet to a point; thence N21°47'30"E, 140.30 feet to a point; thence N07°43'29"W, 257.39 feet to a point; thence N20°05'43"E, 186.89 feet to a point; thence N04°57'26"E, 148.96 feet to a point; thence N25°20'19"E, 190.72 feet to a point; thence N20°19'53"E, 284.69 feet to a point; thence N13°13'12"E, 344.21 feet to a point; thence N00°02'41"E, 261.83 feet to a point; thence N12°10'28"E, 311.91 feet to a point; thence N24°32'37"E, 128.92 feet to a point, lying in a northerly line of said lot and in a westerly line of Lot 3; thence along both said lots, S29°51'47"E, 61.49 feet to a point, lying along the same of both said Lots; thence

traversing through said Lot 2, the following bearings and distances:
S24°32'37"W, 87.71 feet to a point; thence S12°10'28"W, 301.18 feet to a point;
thence S00°02'41"W, 262.29 feet to a point; thence S13°13'12"W, 353.09 feet to
a point; thence S20°19'53"W, 289.98 feet to a point; thence S25°20'19"W,
183.92 feet to a point; thence S04°57'26"W, 146.62 feet to a point; thence
S20°05'43"W, 181.15 feet to a point; thence S07°43'29"E, 258.18 feet to a point;
S21°47'30"W, 165.04 feet to a point; thence S47°50'52"W, 226.93 feet to a
point; thence S68°52'11"W, 105.16 feet to a point; thence S44°23'28"W, 159.77
feet to a point; thence S54°57'52"W, 108.85 feet to a point; thence S61°47'51"W,
38.82 feet to a point; thence S09°43'10"W, 95.36 feet to a point; thence
S03°43'56"E, 48.07 feet to a point; thence S13°24'23"E, 202.25 feet to a point,
being the place of beginning, containing 3.694 acres.

3. The easement declared hereby shall be for purposes of ingress, egress, and regress to and from the Dominant Estate, by pedestrians, vehicles, and heavy machinery.

4. The easement granted hereby may also be used for the installation, maintenance, and repair of utilities, overhead and underground, where appropriate, provided said utilities do not interfere with the use of the easement for ingress, egress, and regress.

5. The owner(s) of the Dominant Estate shall have the right to construct, maintain, and repair, at their sole expense, a suitable roadway, with any appurtenant drainage structures, over the aforesaid easement.

6. The owner(s) of the Servient Estate shall have no obligation to pay any costs associated with the construction, maintenance, and/or repair of any roadway that is constructed over the aforesaid easement except in the event that the said owner(s) of the Servient Estate damage the said roadway; in such an event, the said owner(s) of the Servient Estate shall have the obligation to restore the roadway to the condition that it existed immediately prior to said damage.

7. The owner(s) of the Servient Estate shall have the right to concurrent use of the land subject to the aforesaid easement, limited on by the rights of the owner(s) of the Dominant described herein.

8. The easement declared hereby, and the rights and obligations of the parties detailed herein, shall continue until expressly terminated by written agreement between the owner(s) of the Dominant Estate and the owner(s) of the Servient Estate.

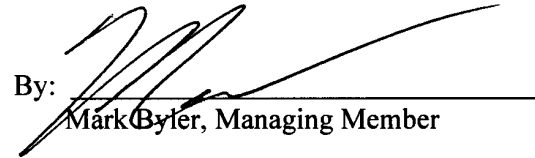
9. The easement granted hereby, and all of the terms and conditions contained within this Agreement, are covenants that run with the land, and shall be binding on the parties hereby and their respective heirs, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and with the intent to be legally bound hereby, the declarant

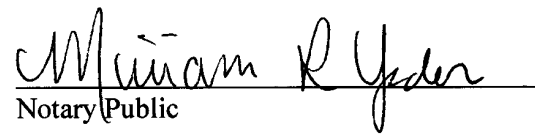
hereto has executed this Declaration of Easement on the day and year first above-mentioned.

BCM HOLDINGS, LLC

By: 
Mark Byler, Managing Member

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Centre) SS:

This record was acknowledged before me on the 16th day of January, 2024, by Mark Byler as Managing Member, who represent that he/she/they are authorized to act on behalf of BCM Holdings, LLC.


Notary Public

My commission expires: 08-04-2025

