

Tax Code Nos. 16.7.2.23-1 and _____

SHARED DRIVEWAY EASEMENT

THIS SHARED DRIVEWAY EASEMENT AGREEMENT is made on this ____ day of December, 2024, by and between Alice Nancy Shukaitis Olenick, Executrix of the Estate of Nancy M. Shukaitis a/k/a Nancy Michael Shukaitis a/k/a Nancy Blanche Shukaitis (“Grantor”) and Alice Nancy Shukaitis Olenick, Executrix of the Estate of Nancy M. Shukaitis a/k/a Nancy Michael Shukaitis a/k/a Nancy Blanche Shukaitis (“Grantee”).

WITNESSETH:

WHEREAS, Joseph Martin Shukaitis and Nancy Blanche Shukaitis were the owners of a parcel of land with improvements thereon located in Smithfield Township, Monroe County, Pennsylvania as described in that certain deed dated February 3, 1971 and recorded in the Office of the Recorder of Deeds in Deed Book 396, Page 1110 and further described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Joseph Martin Shukaitis died on May 16, 2014, title to the property thereby vesting in Nancy Blanche Shukaitis as the surviving tenant by the entirety; and

WHEREAS, Nancy Blanche Shukaitis died on March 4, 2021 while a resident of Monroe County, Pennsylvania and her will was duly probated and is on file at the Office of the Register of Wills at File Number 4521-0313; and

WHEREAS the Register of Wills of Monroe County, Pennsylvania granted letters testamentary to Alice Nancy Shukaitis Olenick on April 28, 2021; and

WHEREAS, Grantor has filed a subdivision application with Smithfield Township entitled “Final Minor Subdivision Plan for Lands of The Estate of Nancy Michael Shukaitis”, wherein three (3) separate lots are created (the “Subdivision”); and

WHEREAS, Lot 3 and Lot 2 of the Subdivision are accessed via a driveway located on Lot 3 that intersects with Franklin Hill Road; and

WHEREAS, a portion of the driveway shall be used by both the owners of Lot 3 and Lot 2 to access their respective properties, as set forth and depicted on as shown on the plan titled "Final Minor Subdivision Plan for Lands of the Estate of Nancy Michael Shukaitis" recorded in Record Book Volume ___, Page ___ (the “Shared Driveway”); and

WHEREAS, Grantor desires to create an easement in favor of Grantee, and all future owners of Lot 2, for the purpose of ingress and egress to Lot 2 via the Shared Driveway, subject to the terms and conditions set forth herein; and

WHEREAS, the parties wish to confirm and memorialize their respective rights and obligations with respect to the use and maintenance of the Shared Driveway; and

WHEREAS, it is the parties' intent to establish by this document the necessary easement and mutual covenants to protect joint use and maintenance of the Shared Driveway for the benefit of the owners of Lot 3 and Lot 2, and their successors in interest;

NOW, THEREFORE, in consideration of the premises and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. Grantor hereby creates, grants and conveys to Grantee, her heirs, successors and assigns and all future owners of Lot 2, the perpetual and irrevocable non-exclusive right, privilege, right-of-way and easement to use the Shared Driveway for the purpose of vehicular and pedestrian access, ingress and egress to Lot 2.

2. The parties hereto shall share equally in the costs related to the maintenance and repair of the Shared Driveway, which costs shall include, but are not necessarily limited to, removing snow and ice, grading, patching, graveling, repaving, sanding and ditching. Notwithstanding the foregoing, the parties shall be responsible for the maintenance and repair of their separate driveways and utility lines.

3. In the event a party fails to pay its share of the costs for the maintenance and repair of the Shared Driveway within thirty (30) days of receiving notice thereof, an action may be commenced to recover the unpaid amounts and the costs of such action, including reasonable attorney's fees and expenses, shall be recoverable by the prevailing party.

4. The owner of a vacant lot that is to be accessed via the Shared Driveway shall not be obligated to contribute to the costs of the maintenance and repair of the Shared Driveway until such time construction of a residence has commenced on the lot.

5. Any damage to the Shared Driveway caused by equipment used for work on a particular Lot (for example, in connection with the construction of a residence) shall be repaired at the sole cost and expense of the owner of the Lot causing the damage.

6. Any single repair or improvement that is estimated to cost in excess of Ten Thousand Dollars (\$10,000.00) (a "Major Improvement") shall not be undertaken unless agreed to by all parties whose Lots are served by the Shared Driveway.

7. The owners of Lot 3 and Lot 2 shall, at their own expense, maintain site line clearance on the portions of their respective lots that are contiguous with the intersection of the Shared Driveway and Franklin Hill Road, for a distance of not less than 150 feet and a depth of 10 feet from the paved surface of Franklin Hill Road. No plantings shall be permitted within the afore-described site line clearance area, which shall be kept mowed and free of brush.

8. This Easement is for the benefit of the owners of Lot 2 and their heirs, successors and assigns as owners of Lot 2, and is appurtenant to and shall run with the land.

9. The owner of Lot 3, their successors and assigns, may use and permit others to use the Shared Driveway provided that any new users of the Shared Driveway are required to enter into an agreement with all users of the Shared Driveway to pay their pro rata share of the costs associated with the maintenance and repair of the Shared Driveway.

10. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

11. This Easement shall be recorded in the public records of Monroe County, Pennsylvania.

12. The easement created in this instrument may not be terminated or in any way altered, modified or amended unless by written instrument in recordable form, duly executed by the title owner of each Lot.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

WITNESS:

GRANTOR:

ALICE NANCY SHUKAITIS OLENICK,
EXECUTRIX OF THE ESTATE OF
NANCY M. SHUKAITIS A/K/A NANCY
MICHAEL SHUKAITIS A/K/A NANCY
BLANCHE SHUKAITIS

By: _____
Alice Nancy Shukaitis Olenick,
Executrix

WITNESS:

GRANTEE:

ALICE NANCY SHUKAITIS OLENICK,
EXECUTRIX OF THE ESTATE OF
NANCY M. SHUKAITIS A/K/A NANCY
MICHAEL SHUKAITIS A/K/A NANCY
BLANCHE SHUKAITIS

By: _____
Alice Nancy Shukaitis Olenick,
Executrix

Acknowledgement

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF MONROE :

On this ____ day of December, 2024, before me, the undersigned officer, personally appeared **Alice Nancy Shukaitis Olenick**, who acknowledged herself to be the Executrix of the Estate of Nancy Shukaitis, and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public

My commission expires on _____

Acknowledgement

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF MONROE :

On this ____ day of December, 2024, before me, the undersigned officer, personally appeared **Alice Nancy Shukaitis Olenick**, who acknowledged herself to be the Executrix of the Estate of Nancy Shukaitis, and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public

My commission expires on _____

The address of the within-named Grantee is:

P.O. Box 2093
Marco Island, FL 34146

On behalf of Grantee

EXHIBIT A