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Michele Mustello T20160015136
Butler County Recorder MLGABLES A

EASEMENT AND COST SHARING AGREEMENT

This EASEMENT AND COST SHARING AGREEMENT (the "Agreement") is made as of this 5th day of September, 2016, by and between THE GABLES AT BRICKYARD HILL HOMEOWNERS' ASSOCIATION, a Pennsylvania nonprofit corporation ("Gables I HOA"), and THE GABLES AT BRICKYARD HILL HOMEOWNERS' ASSOCIATION II, a Pennsylvania nonprofit corporation ("Gables II HOA").

WITNESSETH:

WHEREAS, Gables I HOA and Gables II HOA are the two (2) homeowners' associations that have been created with respect to the residential development known as The Gables at Brickyard Hill ("The Gables") located in Adams Township, Butler County, Pennsylvania; and

WHEREAS, Gables I HOA and Gables II HOA desire to share certain benefits and costs related to The Gables as set forth herein; and

WHEREAS, Gables I HOA desires to share with the Gables II HOA the benefit of an entrance monument which is currently located on a the Sign Easement area designated on Lot 101-A as set forth on The Gables at Brickyard Hill plan recorded in the Office of the Recorder of Deeds of Butler County at Plan Book Volume 282, page 33 or as may be located on Gables I HOA Common Facilities property, which property has a Tax Parcel Number of 10-S16-B-0000; and

WHEREAS, Gables I HOA desires to grant to Gables II HOA (and to the Unit Owners and the lawful residents of the Gables II HOA) access to the walking trails located on the Gables I HOA Common Facilities property, which property has a Tax Parcel Number of 10-S16-BB-0000.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements and covenants provided herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I
DEFINED TERMS

1.1 **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to them in this Article I, unless the context requires otherwise.

(A) **"Joint Costs"** means the following costs with regard to the Joint Improvements: (i) all costs of utilities, including without limitation, electric and water, (ii) all real estate, personal property, sales, use and other taxes or assessments, general or special, now or hereafter imposed by any federal, state, or local government on the Joint Improvements or on the ownership, possession, or use of the Joint Improvements, (iii) the premiums for all property insurance and commercial general liability insurance on the Joint Improvements, (iv) all bills for labor done or material or equipment supplied for any construction or repair work done on the Joint Improvements, (v) the cost of repair and maintenance of the Joint Improvements, and (vi) any other items required to be paid for the use and enjoyment of the Joint Improvements.

(B) **“Joint Improvements”** means collectively (1) the entrance monument now located on Lot 101-A or as subsequently located on Gables I HOA Common Facilities, and (2) the walking trails located on Gables I HOA Common Facilities.

(C) **“Unit”** means each individual residence to be constructed or to be constructed in The Gables.

(1) **“Gables I Units”** means the total number of Units in Gables I HOA.

(2) **“Gables II Units”** means the total number of Units in Gables II HOA.

(3) **“Total Units”** means the total number of Units constructed or to be constructed in The Gables.

ARTICLE II

ALLOCATION OF COSTS; MAINTENANCE OF JOINT IMPROVEMENTS

2.1. **Joint Costs.** Gables I HOA and Gables II HOA each agree to pay their portion of the Joint Costs as set forth below:

(A) **Gables I HOA Share.** Gables I HOA shall be responsible for the portion of the Joint Costs, represented as a percentage rounded to the nearest one-hundredth, determined by dividing the Gables I Units by the Total Units.

(B) **Gables II HOA Share.** Gables II HOA shall be responsible for the portion of the Joint Costs, represented as a percentage rounded to the nearest one-hundredth, determined by dividing the Gables II Units by the Total Units.

2.2. **Entrance Monument.** Gables I HOA shall, with the input and cooperation of Gables II HOA, make all decisions concerning the management and use, and be responsible for the maintenance and repair, of the entrance monument to The Gables. Periodically, Gables I HOA shall forward to Gables II HOA an itemized statement of all Joint Costs paid, including copies of invoices, with respect to the entrance monument. Gables II HOA shall remit payment of the Gables II HOA Share to Gables I HOA within ten (10) days of receipt of such statement.

2.3. **Walking Trails.** Gables I HOA shall, with the input and cooperation of Gables II HOA, make all decisions concerning the management and use, and be responsible for the maintenance and repair, of the walking trails at The Gables. Periodically, Gables I HOA shall forward to Gables II HOA an itemized statement of all Joint Costs paid, including copies of invoices, with respect to the walking trails. Gables II HOA shall remit payment of the Gables II HOA Share to Gables I HOA within ten (10) days of receipt of such statement.

2.4. **Insurance.** Gables I HOA shall cause Gables II HOA to be named as an additional insured on the property insurance and commercial general liability insurance policies maintained by Gables I HOA with respect to the entrance monument and walking trails. Upon request, Gables I HOA shall furnish to Gables II HOA certificates of insurance evidencing such insurance coverage.

2.5. **Indemnification.** Gables I HOA and Gable II HOA shall at all times indemnify, protect, defend and hold each other harmless, in an amount equal to each party's share of the Joint Costs as established in Section 2.1 of this Agreement, from all actions, claims, demands, losses, costs, damages and all reasonable expenses incurred in investigating or resisting the same for injury or damage to person or property resulting from or arising out of the use of the walking trail, unless caused by the indemnified party's gross negligence or willful misconduct.

ARTICLE III ACCESS TO WALKING TRAILS

3.1 **Right-of-Way and Easement.** Gables I HOA grants to Gables II HOA, and to the Unit Owners and the lawful residents of the Gables II HOA, a non-exclusive perpetual right-of-way and easement to use the walking trails located on the Gables I HOA Common Facilities. Gables I HOA covenants and agrees to execute and deliver to Gables II HOA any and all documentation necessary to evidence Gables I HOA's grant of such right-of-way and easement to Gables II HOA and the Unit Owners and lawful residents of the Gables II HOA.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.1 **Entire Agreement.** This Agreement constitutes the entire understanding among the parties pertaining to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, whether express or implied, oral or written, of such parties in connection herewith.

4.2 **Amendment.** This Agreement may only be modified or amended by written agreement executed by the parties hereto.

4.3 **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law provisions.

4.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

4.5 **Severability.** Any provision of this Agreement that is found to be invalid, illegal, or unenforceable in any respect shall be ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity, illegality or unenforceability shall not invalidate or in any way affect the validity, legality or enforceability of the remainder of this Agreement or of such provision.

4.6 **Successors and Assigns.** Each and all of the covenants, agreements, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall run with and bind the land comprising the Gables.

4.7 **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (A) on the date of service if served personally, (B) upon receipt, if mailed by first class mail, registered or certified, postage prepaid and return receipt requested, or (C) upon receipt if sent by Federal Express or other overnight courier receipted delivery, and addressed as follows:

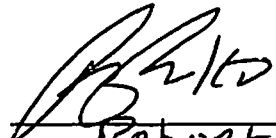
If to Gables I HOA, to: The Gables at Brickyard Hill Homeowners' Association
Attn: Community Management Group, Inc.
12300 Perry Hwy, Ste. 309
Wexford, PA 15090

If to Gables II HOA, to: The Gables at Brickyard Hill Homeowners' Association II
Attn: Donald B. Rodgers
215 Executive Drive, Suite 300
Cranberry Township, PA 16066

or at such other place as the respective parties may, from time to time, designate in a written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on as of the date first written above.

THE GABLES AT BRICKYARD HILL
HOMEOWNERS' ASSOCIATION

By: 
Name: Robert Pasko
Title: Agent for the Assn.

THE GABLES AT BRICKYARD HILL
HOMEOWNERS' ASSOCIATION II

By: 
Donald B. Rodgers, President

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 5th day of October, 2016, before me, a notary public, the undersigned officer, personally appeared Robert Pasko, who acknowledged himself/herself to be the AGENT of the Association of THE GABLES AT BRICKYARD HILL HOMEOWNERS' ASSOCIATION, a Pennsylvania nonprofit corporation, and that he/she, being authorized to do so, executed the foregoing document for the purposes therein contained.

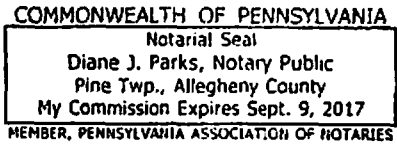
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Diane J Parks

Notary Public

My Commission Expires:

9-9-17



ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

On this 29th day of September, 2016, before me, a notary public, the undersigned officer, personally appeared Ronal B. Rodgers, who acknowledged himself/herself to be the President of THE GABLES AT BRICKYARD HILL HOMEOWNERS' ASSOCIATION II, a Pennsylvania nonprofit corporation, and that he/she, being authorized to do so, executed the foregoing document for the purposes therein contained.


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

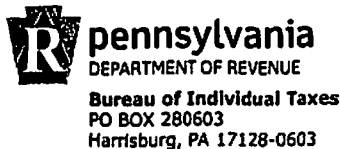
Harold J Yanko
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Harold J Yanko, Notary Public City of Pittsburgh, Allegheny County My Commission Expires July 20, 2019 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

After Recording Mail To:
Gables @ Brickyard Hill
P.O. Box 779
WEXFORD, PA 15090


I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania
Michele M. Mustello
Michele M. Mustello - Recorder of Deeds



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	Inst #
Page Number	20610280022620
Date Recorded	10-28-16

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Thomas H. Ayoob, III, Esquire		Telephone Number: (412) 208-3000	
Mailing Address 710 Fifth Avenue, Suite 2000		City Pittsburgh	State ZIP Code PA 15219

B. TRANSFER DATA

Date of Acceptance of Document 10 / 05 / 2016			
Grantor(s)/Lessor(s) The Gables at Brickyard Hill HOA I	Telephone Number: (724) 625-8095	Grantee(s)/Lessee(s) The Gables at Brickyard Hill HOA II	Telephone Number: (412) 227-2502
Mailing Address 12300 Perry Highway, Suite 309		Mailing Address 215 Executive Drive, Suite 300	
City Wexford	State ZIP Code PA 15090	City Cranberry Township	State ZIP Code PA 16066

C. REAL ESTATE LOCATION

Street Address Brickyard Rd. & Gables Ct., Wright Rd. & Lilly Vue Ct.		City, Township, Borough Adams Township	
County Butler	School District Mars	Tax Parcel Number 010-S16-B-000 and 010-S16-BB-000	

D. VALUATION DATA

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 0.00	2. Other Consideration +0.00	3. Total Consideration = 0.00
4. County Assessed Value 9,440.00	5. Common Level Ratio Factor x 9.17	6. Computed Value = 86,564.80

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 86,564.80	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
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2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Easement between homeowner associations to share common elements.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 10/27/16
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.