

Prepared By:

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CPN#

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**DECLARATION OF EASEMENT  
SHARED DRIVEWAY  
(INSERT NAME OF SUBDIVISION)**

*THIS DECLARATION OF EASEMENT* is made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_ (hereinafter the "*Declarant*").

**I. Background.**

1. Declarant is the lawful owner of a parcel of ground located at \_\_\_\_\_ Road, Tobyhanna Township, Monroe County, Pennsylvania, more particularly known as Monroe County Tax Map Parcels No. \_\_\_\_\_, consisting of approximately \_\_\_\_\_ acres.

2. Declarant has presented a proposed subdivision plan to Tobyhanna Township, which plan is hereby incorporated by reference herein, said plan being prepared by \_\_\_\_\_, with latest plan revision date of \_\_\_\_\_.

3. Tobyhanna Township has required Declarant to create a joint driveway easement and maintenance agreement for ingress and egress from \_\_\_\_\_ Road for the present and future grantees of Lot Nos. \_\_\_\_\_ of the above-described subdivision plan pursuant to the legal descriptions which are attached hereto and incorporated herein as Exhibits "\_\_\_\_\_" respectively.

4. The Declarant desires that this easement agreement be binding upon all future grantees, their heirs, successors and assigns of Lot Nos. \_\_\_\_\_ as described above.

**II. Declaration of Easement.**

1. Declarant hereby imposes a Shared Driveway Easement upon Lot No. \_\_\_\_\_, to run with the land for the purpose of ingress and egress for pedestrian and vehicular traffic from \_\_\_\_\_ Road, for the benefit of the present and future owners of Lot Nos. \_\_\_\_\_ their heirs, successors and assigns.

2. The Shared Driveway Easement as described above extends over that area as set forth in the legal description attached hereto and incorporated herein as Exhibit "A" and is for the sole and exclusive benefit of the owners of Lot Nos. \_\_\_\_\_, their heirs successors and assigns, as well as their guests, licensees, invitees, family members, agents and employees who have the right to use the easement for the purposes of ingress and egress from \_\_\_\_\_ Road and for necessary utility uses to any permitted improvements constructed on the lots.

3. The present and future owners of Lot Nos. \_\_\_\_\_ shall bear in equal shares the cost of the proper maintenance and repair of the Easement area, and shall further provide that the easement shall be perpetually maintained in a condition sufficient to permit its reasonable use for pedestrian and vehicular traffic as set forth within this Declaration.

4. Declarant here imposes jointly upon the present and future owners of Lot Nos. \_\_\_\_\_ in equal shares, the obligation to repair and maintain the above-described easement, and to keep the shared driveway free of potholes, ruts or other impediments to the free and unobstructed movement of motor vehicles upon the easement.

5. Snow removal will be provided as required to maintain the easement in passable condition, free of undue accumulations of ice or snow, and the owners of Lot Nos. \_\_\_\_\_ shall share equally in the cost of snow removal from the easement area.

### **III. Terms, Conditions and Covenants**

1. The determination as to the necessity to perform snow removal, repairs, and/or maintenance in the easement shall be made jointly by the lot owners. In the event any of the owners of the said lots shall deem it necessary to institute legal proceedings to enforce the covenants, conditions and restrictions as set forth in this Declaration of Easement, all such disputes shall be determined by common law arbitration or such other arbitration procedure as the parties may agree upon, and the party prevailing in such a proceeding shall be entitled to an award of reasonable attorneys fees, and the decision of the arbitrator shall be final.

2. Declarant, his heirs and assigns, does hereby agree that the herein granted Shared Driveway Easement shall not be terminated or extinguished without prior written consent of Tobyhanna Township which shall be construed to have third party benefit to this Shared Driveway Easement Declaration by virtue of the requirement of subdivision approval for said Shared Driveway Easement to exist.

3. Declarant, for himself, his heirs and assigns, by the offering of this Declaration to Tobyhanna Township and the recording of same with the Monroe County Recorder of Deeds Office, does hereby release, remise and forever discharge Tobyhanna Township, Monroe County, Pennsylvania of and from any obligation or liability of any kind or nature whatsoever in connection with the construction, repair, maintenance or use of said private driveway as herein defined.

*IN WITNESS WHEREOF*, Declarant has caused this Declaration of Easement to be executed as of the day and year first above written.

\_\_\_\_\_

**ACKNOWLEDGMENT**

By Individual  
COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, a Notary Public in and for the County of \_\_\_\_\_, Commonwealth of Pennsylvania, the undersigned officer, personally appeared \_\_\_\_\_, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged, that he executed the same for the purpose therein contained.

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

\_\_\_\_\_(SEAL)  
Notary Public