

SHARED ROAD MAINTENANCE AGREEMENT

This SHARED ROAD MAINTENANCE AGREEMENT is made this 20th day of June 2025, by **MEC INDUSTRIAL, LLC**, a Pennsylvania limited liability company (hereinafter referred to as "MEC")

WITNESSETH:

WHEREAS, MEC is the owner of a certain parcel of land situate in the Township of Adams, County of Butler, and Commonwealth of Pennsylvania, to be known as the **MEC Industrial Plan of Lots** (the "Plan") as said plan is recorded in the Office of the Recorder of Deeds of Butler County, on June 20th, 2025 at Instrument No. 202506200009502, Plan Book 429, Page 7-2 and

WHEREAS, Lots 1, 2, 3, 4, 5, 6, 7 and 8 in the Plan (each individually a "Lot" or collectively the "Lots") will be utilizing a private access road shown on the Plan as a variable width easement for ingress and regress (the "Road"), which provides common access, ingress, egress and regress from Mars Evans City Road to the respective Lots as set forth in the Plan: and

WHEREAS, MEC desires to establish for the benefit of the Lot owners an Agreement whereby each of the Lot owners set forth their agreement for the maintenance of the Road.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, intending to be legally bound hereby, the parties do hereby execute this Shared Road Maintenance Agreement, which agreement shall run in perpetuity with the land owned, subject to the terms, covenants and conditions set forth hereinafter:

1. The foregoing preambles are incorporated herein and are made a part of the covenants and conditions of this Agreement.
2. Grantor does hereby reconfirm the existence of a perpetual easement for the owners of the Lots, their successors and assigns, for the Road from Mars Evans City Road to the respective properties of the owners of the Lots, said easement and location of Road as more particularly described on the Plan.
3. The Lot owners shall agree that the cost of the maintenance of the Road as an impervious surface road sufficient for vehicular traffic, with maintenance to include, without limitation, grading, snow removal, replacement or repair of the surface, shall be shared equally

between the Owners of the Lots. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in reasonable maintenance and repair condition at all times. "Reasonable maintenance and repair" shall include such maintenance and repair as is necessary to maintain said Road in good, usable condition under all traffic and weather conditions. The Owners of the Lots and their respective successors and assigns, will, at all time, fully cooperate with each other in connection with the maintenance of the Road, and none of the Owners of the Lots, nor their respective successors or assigns, will obstruct the free and unhampered use and enjoyment of said Road subject to the provisions hereof.

4. For so long as the above-mentioned Road shall exist in private ownership, the Lot owners, their successors and assigns, shall bear the expenses of the reasonable maintenance and repair of such works. It is agreed that the costs of maintaining said Road shall be paid by the Lot owners, their successors and assigns, in proportion to the number of Lots owned by each owner and/or their successors and assigns, and each owner will, upon written demand, contribute and pay his proportionate share of any monies paid out or of any obligation incurred for the reasonable maintenance or repair of said Road under the terms and conditions as set forth herein. Each owner of a Lot within the Plan shall bear his or her equal share of the costs there, regardless whether such owner shall have concurred in said majority agreement of work to be performed for said Road maintenance.

5. The rights and privileges herein created and granted by Grantor shall be perpetual in nature. The Lot Owners hereby bind themselves, their heirs, successors and assigns, to warrant and forever defend the same described maintenance agreement, rights and privileges unto each other, their heirs, successors and assigns, and against every person whomsoever lawfully claims the same or any part thereof.

6. Every owner who shall cause or allow said Road to be damaged, excluding fair wear and tear, shall bear as his or her responsibility the costs and expenses of repairing such damage to the Road.

7. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot Owner shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share equally in the cost of any arbitration.

8. If any owner shall fail or refuse to pay his or her equal share of the costs of maintenance and repair work or damages hereunder within 30 days of a bill for the same being mailed to him or her, any other owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such defaulting owner for the necessary maintenance and repair work in accordance with the provisions of law. The prevailing party in

such action shall be entitled to recover in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the court may fix as and for reasonable attorneys' fees.

9. All of the provisions of this Agreement shall be taken and construed as a covenant of the parties hereto to do or perform the thing or act specified, or not to do any act or thing prohibited hereby.

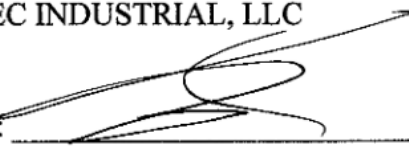
10. This Agreement and the respective rights and obligations hereunder shall be governed by the internal laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound hereby, the party hereto has affixed its hands and seals the day and year first above written.

WITNESS:

Paula K. Zoude

GRANTOR:
MEC INDUSTRIAL, LLC

By: 

Christopher J. Kaclik,
President

Mail to:
MEC Industrial
1272 Mars Evans City Rd.
Evans City PA 16033

ACKNOWLEDGMENT

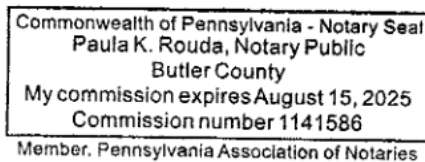
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BUTLER)

On this, the 4th day of June, 2025, before me, a Notary Public, the undersigned officer, personally appeared **Christopher J. Kaclik, President of MEC Industrial, LLC, a Pennsylvania limited liability company**, duly authorized to execute the foregoing instrument on behalf of the limited liability company, who acknowledged that he executed the same for the purposes therein contained.

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

Paula n Rouda
Notary Public

MY COMMISSION EXPIRES:



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County.
Pennsylvania

Michele M. Mustello - Recorder of Deeds