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SHARED ACCESS AND PARKING AGREEMENT

THIS SHARED ACCESS AGREEMENT is made this 18th day of October, 2006, by: **INDEPENDENCE PLACE HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation (the "Association"), party of the first part

and

THE SUMMIT AT SHILOH LIMITED PARTNERSHIP a Pennsylvania limited partnership (the "Summit"), party of the second part agree as follows:

RECITALS

WHEREAS, the Association was formed for the purpose of owning and managing the common areas of a certain real estate development known as "Independence Place" located adjacent to Trout and Dreibelbis Roads in College Township, Centre County, Pennsylvania, and

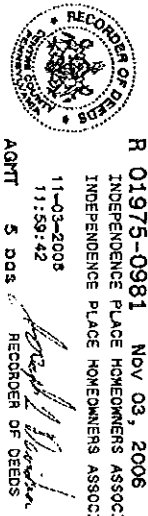
WHEREAS, by Declaration of Covenants, Conditions, and Restrictions of Independence Place, dated October 3, 2000, and recorded October 5, 2000, in Centre County Record Book 1185, Page 1017; and an Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Independence Place - A Planned Community, dated August 21, 2002, and recorded September 6, 2002, in Centre County Record Book 1408, Page 1057; and an Amendment to Declaration of Covenants, Conditions and Restrictions of Independence Place - A Planned Community, dated March 10, 2005, and recorded March 21, 2005, in Centre County Record Book 1802, Page 680; and an Amendment to Declaration of Covenants, Conditions and Restrictions of Independence Place - A Planned Community, dated March 10, 2005, and recorded March 29, 2005, in Centre County Record Book 1805, Page 27, the Association reserved the right and obligation to maintain all roads located within the land comprising Independence Place.

WHEREAS, the Summit is the owner of certain lands adjacent to Independence Place, and had built and constructed certain roads which adjoin the system of roads within Independence Place, providing access to and from said roads to Trout Road.

WHEREAS, by this Agreement, the Association and the Summit desire to grant to each other the right to travel upon the roads located on their respective parcels of land, as more specifically set forth in the Shared Access and Parking Easement Plan (the "Plan") attached hereto as Exhibit "A."

WHEREAS, the Association has further agreed to grant to owners, residents and guests of the Summit the non-exclusive right to park in the areas as designated on the Plan.

NOW THEREFORE, the parties hereto, in consideration of mutual promises and other good and valuable consideration, intending to be legally bound, covenant and agree as follows:



1. The Association and the Summit hereby grants unto each other and to their successors and assigns, a non-exclusive right and easement for ingress, egress and regress over and along the areas identified on the Plan as driveways, thoroughfares, bike paths or access way roads. Said shared access shall be for the common use of all persons residing within Independence Place and the lands owned by the Summit and their guests and invitees.

2. The Association and the Summit agree to use all reasonable efforts to ensure that no restrictions, fences, grade changes or other obstacles shall be permanently erected within the common areas of the roads and walkways as set forth in the Plan that impede or interfere with the flow of pedestrian and vehicular traffic between the respective parcels.

3. The Association further grants to the owners, residents and guests of the Summit the right to parking in the area designated as the "Shared Parking Area" on the Plan.

4. It is the intention of the parties, and they hereby specifically agree that the term of the easements and common access set forth herein shall be perpetual and shall be for the benefit for the benefit of the owners of any lots or condominium unit within both the perpetual located within Independence Place or the Summit at Shiloh

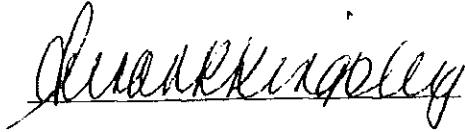
5. The easements, covenants and restrictions set forth herein shall be construed as covenants running with the land, and shall be binding on all landowners utilizing the said right-of-way and benefiting therefrom, their heirs, successors and assigns.

6. Maintenance and upkeep of the entrance road leading from Trout Road to Constitution Avenue shall be the responsibility of the Summit. Maintenance and upkeep of Constitution Avenue and Independence Place commencing at the northern perimeter of Monroe Avenue shall be the equal responsibility of the Association and the Summit. Maintenance of all other roads within Independence Place shall be the responsibility of the Association.

7. The Summit shall have the right to record this Shared Access and Parking Agreement at its sole cost and expense.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and date first above written.

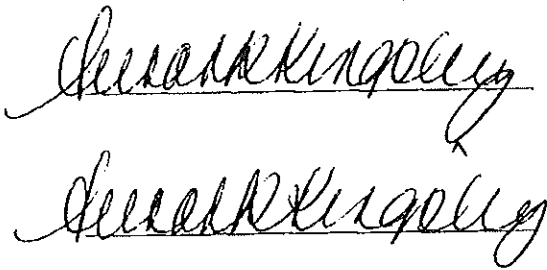
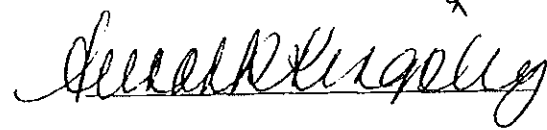
WITNESSES:



INDEPENDENCE PLACE HOMEOWNERS
ASSOCIATION, INC.

By: 

ATTEST:

THE SUMMIT AT SHILOH LIMITED
PARTNERSHIP

By its General Partner:
The Summit at Shiloh, LLC

By: 

P. Jules Patt

By: 

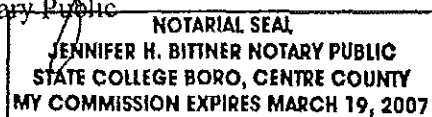
Pamela J. Patt

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF CENTRE)

On this 18th day of October, 2006, before me, a Notary Public,
personally appeared P. Jules Patt, who acknowledged him/herself to be the President of
Independence Place Homeowners Association, Inc., and that, as such officer, is authorized by
said corporation to execute the foregoing instrument for the purposes therein contained.

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

Jennifer N. Billner
Notary Public



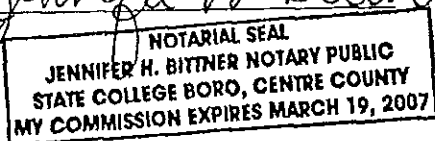
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

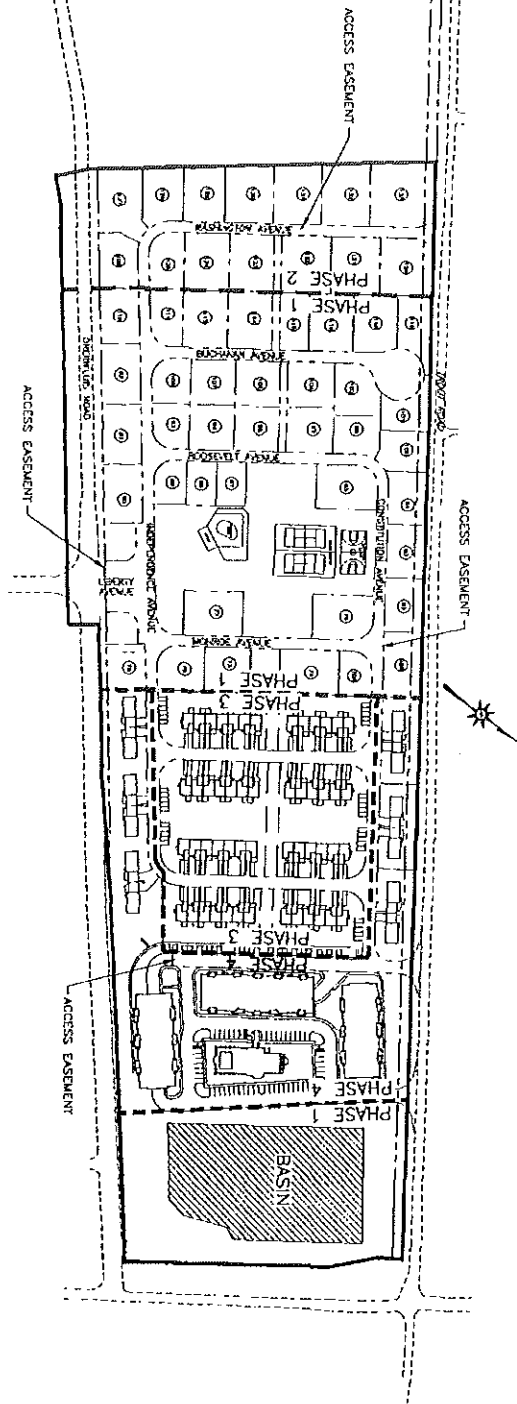
On this 18th day of October, 2006 before me, a Notary Public, personally appeared P. Jules Patt, and Pamela J. Patt, who acknowledged themselves to be the sole Member of The Summit at Shiloh, LLC, being the sole general partner of The Summit at Shiloh Limited Partnership, and that, in such capacity, are authorized to execute the foregoing instrument for the purposes therein contained.

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

Notary Public

James H. Biller
NOTARIAL SEAL
JAMES H. BRYNER NOTARY PUBLIC





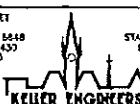
PROJECT NO: S1-34
 FILE NAME: P:\PLOTS\Exhibit.dwg
 DATE: 10/30/08
 1 SCALE IN FEET
 AS SHOWN

**SHARED ACCESS AND
 PARKING EASEMENT**
 INDEPENDENCE PLACE
 COLLIER TOWNSHIP, EDINBURGH COUNTY
 PENNSYLVANIA

NO.	REMARK



420 ALLEGHENY STREET
 POST OFFICE BOX 81
 HOLLANDSBURG, PA 16048
 PHONE: (814) 898-7433
 FAX: (814) 898-0155



1552 MADOLE ROAD
 SUITE 100
 STATE COLLEGE, PA 16803
 PHONE: (814) 231-2225
 FAX: (814) 231-2228

EXHIBIT
 "A"