

# FAYETTE LEGAL JOURNAL

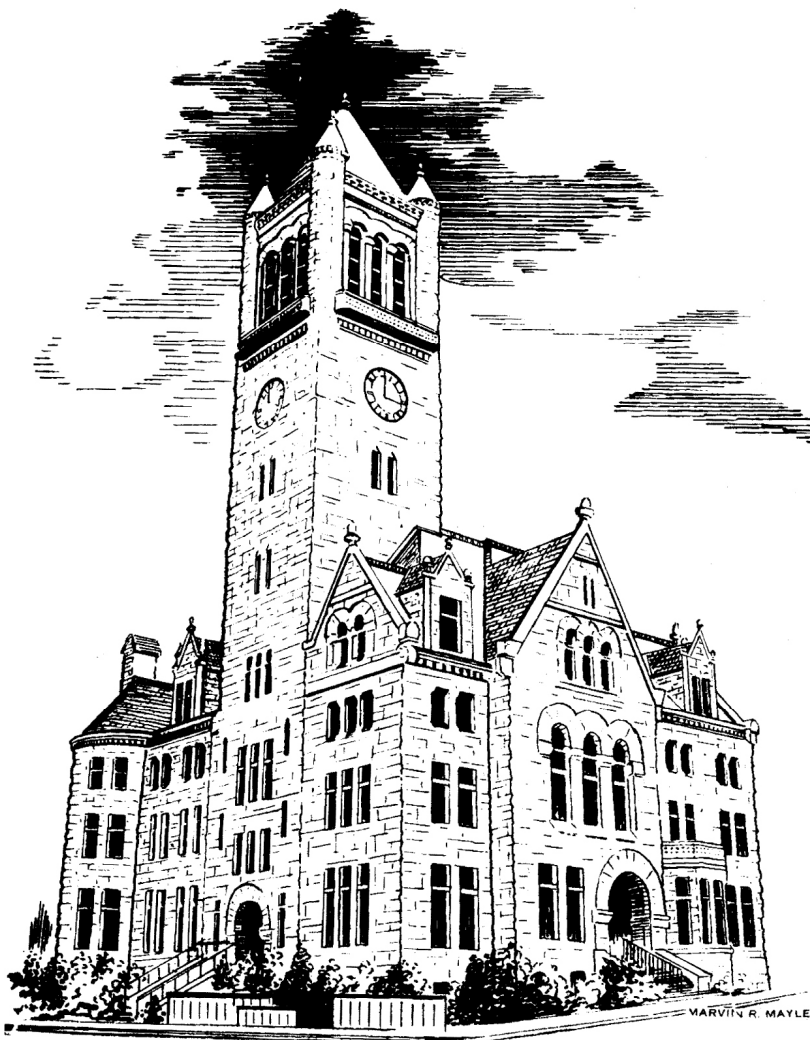
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VOL. 83

OCTOBER 17, 2020

NO. 42

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## FAYETTE LEGAL JOURNAL

The FAYETTE LEGAL JOURNAL is published weekly by the Fayette County Bar Association, 45 East Main Street, Suite 100, Uniontown, Pennsylvania 15401, 724-437-7994. Legal advertisements should be submitted online at [www.fcbar.org](http://www.fcbar.org) no later than 12:00 noon on Friday for publication the following Saturday. No date of publication is promised, however. Legal notices are published exactly as submitted by the advertiser. Copyright 2001 Fayette County Bar Association. All rights reserved.

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Notice is hereby given that letters testamentary or of administration have been granted to the following estates. All persons indebted to said estates are required to make payment, and those having claims or demands to present the same without delay to the administrators or executors named.

### Third Publication

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*Administrator:* Randall Thomas  
142 Ondrejko Road  
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c/o 2698 Morgantown Road  
P.O. Box 622  
Smithfield, Pa 15478  
*Attorney:* Charity Grimm Krupa

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*Administrator:* Frederick E. Grena  
c/o Adams and Adams  
55 East Church Street, Suite 101  
Uniontown, PA 15401  
*Attorney:* Jason Adams

**MARY ELIZABAETH HOLLER, a/k/a**

**MARY E. HOLLER**, late of Jefferson Township, Fayette County, PA (3)

*Executrix:* Tracy Perrucci, a/k/a  
Tracy L. Perrucci  
c/o Monaghan and Monaghan, LLP  
57 East Main Street  
Uniontown, PA 15401  
*Attorney:* Gary D. Monaghan

**ROBERT E. KEEFER**, late of Connellsville, Fayette County, PA (3)

*Administratrix:* Sharon R. Keefer  
1827 Third Street  
Connellsville, PA 15425  
c/o 208 South Arch Street, Suite 2  
Connellsville, PA 15425  
*Attorney:* Richard A. Husband

**MARY ELLEN KUNKEL**, late of South Union Township, Fayette County, PA (3)

*Executor:* Gregory T. Kunkel  
P.O. Box 342  
Uniontown, PA 15401  
c/o Newcomer Law Offices  
4 North Beeson Boulevard  
Uniontown, PA 15401  
*Attorney:* Ewing D. Newcomer

**IRENE HELEN LOGORDA, a/k/a IRENE LOGORDA**, late of Menallen Township, Fayette County, PA (3)

*Personal Representative:* Richard Logorda  
c/o Davis and Davis  
107 East Main Street  
Uniontown, PA 15401  
*Attorney:* James T. Davis

**MICHAEL R. MACKO**, late of Connellsville, Fayette County, PA (3)

*Executrix:* Mary Ann Gmutza  
630 Jason Court  
Mount Pleasant, PA 15666  
c/o Zacharia Brown, P.C.  
111 West McMurray Road  
McMurray, PA 15317  
*Attorney:* Carl B. Zacharia

**DREW RAINEY, a/k/a DREW ALAND RAINEY, a/k/a DREW A. RAINEY**, late of Washington Township, Fayette County, PA (3)

*Personal Representative:* Donna L. Rainey, a/k/a Donna Lee Rainey  
500 Spruce Alley  
Belle Vernon, PA 15012  
c/o 1202 West Main Street  
Monongahela, PA 15063  
*Attorney:* James W. Haines, Jr.

**NANCY SPROUL, a/k/a NANCY CATHERINE SPROUL**, late of Ohiopyle, Fayette County, PA (3)

*Administrator:* James L. Sproul  
c/o 2944 National Pike Road  
P.O. Box 245  
Chalk Hill, PA 15421  
*Attorney:* Charles C. Gentile

## Second Publication

**PAULINE BUNGARD, a/k/a PAULINE FLEMING BUNGARD**, late of Ohioptyle, Fayette County, PA (2)

*Administrator:* Troy Bungard  
c/o 815A Memorial Boulevard  
Connellsville, PA 15425  
*Attorney:* Margaret Zylka House

**STELLA BURROWS, a/k/a STELLA M. BURROWS**, late of Everson, Fayette County, PA (2)

*Executor:* Neil E. Yoder  
c/o Stewart, McArdle, Sorice, et.al., LLC  
229 South Maple Avenue  
Greensburg, PA 15601  
*Attorney:* Brian Cavanaugh

**LINDA COBB, a/k/a LINDA M. COBB, a/k/a LINDA MARGARET COBB**, late of Connellsville, Fayette County, PA (2)

*Executrix:* Lorelei M. Kazulen  
37 Grand Street  
Uniontown, PA 15401  
c/o Higinbotham Law Offices  
45 East Main Street, Suite 500  
Uniontown, PA 15401  
*Attorney:* James Higinbotham

**RICHARD FEARER, a/k/a RICHARD P. FEARER, a/k/a RICHARD PAUL FEARER**, late of North Union Township, Fayette County, PA (2)

*Executor:* Clyde E. Fearer  
10 River Marsh Court  
Okatie, SC 29909  
c/o Higinbotham Law Offices  
45 East Main Street, Suite 500  
Uniontown, PA 15401  
*Attorney:* James Higinbotham

**ELSIE FLEMING**, late of Ohioptyle, Fayette County, PA (2)

*Administrator:* Troy Bungard  
c/o 815A Memorial Boulevard  
Connellsville, PA 15425  
*Attorney:* Margaret Zylka House

**TRELLIS MELLINGER, a/k/a TRELLIS R. MELLINGER**, late of Lower Tyrone Township, Fayette County, PA (2)

*Executrix:* Pamela R. Philburn  
136 Chaintown Road  
Dawson, PA 15428  
c/o Higinbotham Law Offices  
45 East Main Street, Suite 500  
Uniontown, PA 15401  
*Attorney:* James Higinbotham

**ANNA NOVAK**, late of North Union Township, Fayette County, PA (2)

*Executor:* David P. Novak  
370 Manor Road  
Wexford, PA 15090  
c/o Higinbotham Law Offices  
45 East Main Street, Suite 500  
Uniontown, PA 15401  
*Attorney:* James Higinbotham

**MARIO PORRECA**, late of Menallen Township, Fayette County, PA (2)

*Personal Representative:* Linda Alexander  
P.O. Box 953  
Uniontown, PA 15401  
c/o P.O. Box 953  
Uniontown, PA 15401  
*Attorney:* Ricardo J. Cicconi

**DOROTHY V. WEITZEL**, late of Washington Township, Fayette County, PA (2)

*Executrix:* Louise Ann Horrell  
407 Ella Street  
Belle Vernon, PA 15012  
c/o 823 Broad Avenue  
Belle Vernon, PA 15012  
*Attorney:* Mark E. Ramsier

## First Publication

**GEORGE F. ANSELL, a/k/a GEORGE F. ANSELL, III**, late of Dawson, Fayette County, PA (1)

*Executrix:* Carol L. Ansell  
319 Laughlin Street  
Dawson, PA 15428  
c/o 208 South Arch Street, Suite 2  
Connellsville, PA 15425  
*Attorney:* Richard A. Husband

**VIVIAN BERNARDO**, late of Belle Vernon,  
Fayette County, PA (1)

*Executrix:* Janet Gavazzi  
1913 Ivanhoe Drive  
North Huntingdon, PA 15642  
c/o 300 Fallowfield Avenue  
Charleroi, PA 15022  
*Attorney:* Richard C. Mudrick

**MARY LOUISE CHOMIAK**, late of  
Uniontown, Fayette County, PA (1)

*Personal Representative:*  
Robert Thomas Chomiak  
c/o Davis and Davis  
107 East Main Street  
Uniontown, PA 15401  
*Attorney:* James T. Davis

**BETTY LEE GASKILL**, late of Uniontown,  
Fayette County, PA (1)

*Administrator:* Katheryn A. Kiger  
c/o Dentons Cohen & Grigsby, P.C.  
625 Liberty Avenue, 7th. Floor  
Pittsburgh, PA 15222-3152  
*Attorney:* Nicole L. Phatak

**LAWRENCE D. LEMMON**, late of North  
Union Township, Fayette County, PA (1)

*Personal Representative:* Sheri Gregg  
c/o Davis and Davis  
107 East Main Street  
Uniontown, PA 15401  
*Attorney:* James T. Davis

**BETTY M. MILLS, a/k/a BETTY MAE  
MILLS**, late of Franklin Township, Fayette  
County, PA (1)

*Personal Representative:*  
Kathy Eileen Hollis  
c/o Watson Mundorff, LLP  
720 Vanderbilt Road  
Connellsville, PA 15425  
*Attorney:* Timothy J. Witt

**PATRICIA A. MORRIS, a/k/a PATRICIA  
ANN MORRIS**, late of Masontown Borough,  
Fayette County, PA (1)

*Personal Representatives:* Donald Morris  
and Susan Schroyer  
c/o Davis and Davis  
107 East Main Street  
Uniontown, PA 15401  
*Attorney:* Gary J. Frankhouser

## LEGAL NOTICES

### NOTICE

Notice is hereby given that the Certificate of Organization has been approved and filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on September 23, 2020, for a limited liability company known as KJ's Pro Archery LLC.

Said limited liability company has been organized under the provisions of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania.

The purpose or purposes of the limited liability company is/are: retail store and any other lawful purpose related thereto for which the corporation may be organized under the Business Corporation Law.

DAVIS & DAVIS

BY: Gary J. Frankhouser, Esquire  
107 East Main Street  
Uniontown, PA 15401

### NOTICE

Notice is hereby given that the Certificate of Organization has been approved and filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on September 23, 2020, for a limited liability company known as GIANICO 2 LLC.

Said limited liability company has been organized under the provisions of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania.

The purpose or purposes of the limited liability company is/are: real estate holdings and any other lawful purpose related thereto for which the corporation may be organized under the Business Corporation Law.

DAVIS & DAVIS

BY: Gary J. Frankhouser, Esquire  
107 East Main Street  
Uniontown, PA 15401

## Registers' Notice

Notice by JEFFREY L. REDMAN, Register of Wills and  
Ex-Officio Clerk of the Orphans' Court Division of the Court of Common Pleas

Notice is hereby given to heirs, legatees, creditors, and all parties in interest that accounts in the following estates have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas as the case may be, on the dates stated and that the same will be presented for confirmation to the Orphans' Court Division of Fayette County on

**Monday, November 2, 2020, at 9:30 A.M.**

<u>Estate Number</u>	<u>Estate Name</u>	<u>Accountant</u>
2619-0660	MARY CHECK	Donald L. Check and Paul R. Check, Co-Executors

Notice is also hereby given that all of the foregoing Accounts will be called for Audit on

**Monday, November 16, 2020, at 9:30 A.M.**

in Courtroom No. 1 of the **Honorable Steve P. Leskinen** or his chambers, 2nd Floor, Courthouse, Uniontown, Fayette County, Pennsylvania, at which time the Court will examine and audit said accounts, hear exceptions to same or fix a time therefore, and make distribution of the balance ascertained to be in the hands of the Accountants.

Notice is also hereby given to heirs, legatees, creditors, and all parties in interest that accounts in the following estates have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas as the case may be, on the dates stated and that the same will be presented for confirmation to the Orphans' Court Division of Fayette County on

**Monday, November 2, 2020, at 9:30 A.M.**

<u>Estate Number</u>	<u>Estate Name</u>	<u>Accountant</u>
2619-0345	JANET E. PETLEVICH	Rosemary Wesdock, Administratrix

Notice is also hereby given that all of the foregoing Accounts will be called for Audit on

**Monday, November 16, 2020, at 9:30 A.M.**

in Courtroom No. 5 of the **Honorable Joseph M. George Jr.** or his chambers, 3rd Floor, Courthouse, Uniontown, Fayette County, Pennsylvania, at which time the Court will examine and audit said accounts, hear exceptions to same or fix a time therefore, and make distribution of the balance ascertained to be in the hands of the Accountants.



**JUDICIAL OPINION**

IN THE COURT OF COMMON PLEAS OF FAYETTE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

BRYAN S. KISIEL AND	:	
MARGEL C. GUIE,	:	
husband and wife,	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
JAMES K. McINTIRE AND LINDA K.	:	
McINTIRE, his wife, MENALLEN	:	
DEVELOPMENT COMPANY,	:	
JENNIFER L. HARVEY AND	:	
JEFREY A. HARVEY,	:	No. 1960 of 2016, G.D.
Defendants.	:	Honorable Steve P. Leskinen

OPINION

Leskinen, J.

June 19, 2020

This matter comes before the Court on Defendant’s Motion for Summary Judgment. In addition to that Motion, the Court has considered the Answer thereto (which should have been captioned and prepared as a factual “response” per Pa.R.C.P. 1035.3 (a)(2)), the verified affidavits and pleadings, the authenticated documents, and the arguments of counsel. Based on a thorough review of the “record” before the Court (as defined in Pa.R.C.P. 1035.1), it is hereby ORDERED and DECREED that said Motion must be GRANTED in part, and DENIED in part.

BACKGROUND

In 1993, Plaintiffs purchased a 28.25-acre lot in Dunbar Township, Fayette County, Pennsylvania, by deed from Wesley and Nellie Helms and later built a house on the property in 1994. The Plaintiffs’ land is located on Ridge Boulevard. Defendants’ predecessor in title, Mrs. Theresa Kelly, owned, and now the Defendants collectively own, an 18-foot-wide strip of land along the north side of the Plaintiffs’ property that connects to Ridge Boulevard. This strip is improved as a driveway that became known as “Crossland Road.” Defendants and their predecessor in title used Crossland Road to access adjacent their land and lots behind Plaintiff’s parcel. There is no evidence in the “record” to suggest that Crossland Road was ever accepted or designated as a public road or right-of-way by any municipality. The Plaintiff’s deed contains no explicit reference to the driveway, and there is no allegation that the Helms had a right to use that driveway when they conveyed the parcel to the Plaintiffs.

A written “Road Utilization and Maintenance Agreement” (hereinafter “Road



Agreement”) was entered into between Theresa M. Kelly and the Plaintiffs to allow the use of the driveway. (Plaintiff’s Complaint, Exhibit 8). The Road Agreement allowed for temporary use during the continuation of the Road Agreement, and it specifically provided a procedure for termination. There is evidence in the “record” to show that the Road Agreement was signed on April 21, 1994. About six months after Mrs. Kelly entered into the Road Agreement with Plaintiffs, she sold her land, which included the 18-foot private driveway, to Menallen Development Company (hereinafter “Menallen”) who then subdivided the property into lots. Since the subdivision, several of the lots have been sold while others are still owned by Menallen. Between the years of 1994 and 1995, Plaintiffs allegedly spent more than \$10,000 to pave a driveway leading from their house to Crossland Road.

Defendants sent a letter to the Plaintiffs on October 5, 2015 informing the Plaintiffs that their right to use Crossland Road was to cease on October 8, 2016, in accordance with the terms of paragraph (f) of the agreement.

Plaintiffs filed this lawsuit against Defendants on October 4, 2016 in Count (1) seeking a declaratory judgment that Crossland Road is a public road accepted and maintained by Dunbar Township; in Count (2) seeking a declaratory judgment that the original agreement was a revocable license to allow Plaintiffs access to Crossland Road, and that said revocable license had ripened into an irrevocable easement because of their detrimental reliance thereon; in Count (3) seeking a declaratory judgment that the agreement was a mere license that terminated by the operation of law when Mrs. Kelly sold the land to Menallen Development and since that sale Plaintiffs had used the road for in excess of 21 years, and therefore it is now a permanent “prescriptive easement” by adverse possession; and in Count (4) seeking a “permanent injunction” enjoining all of the Defendants from preventing Plaintiffs’ use or obstructing Plaintiffs’ use of “Crossland Road.” The deed from Helms to the Plaintiffs is attached to the Complaint. The deed includes a survey that shows the 28.25 acres, and that also shows the disputed driveway owned by Theresa M. Kelly as “Tract 2 (used as a private road).” The description in the deed itself never refers to the disputed driveway in any way. Also attached to the Complaint is an unsigned copy of the “Road Utilization and Maintenance Agreement” between Theresa Kelly and the Plaintiffs. It is dated 1994, with no month or day filled in.

Paragraph (e) of the Road Agreement provides as follows: “It is understood and agreed that the Agreement is personal to the parties hereto, that the Agreement does not run with the land and that the Agreement is not to be intended nor interpreted as binding upon anyone except those persons specifically signing this Agreement...”

Paragraph (f) of the Agreement provides: “It is understood and agreed that this Agreement can be terminated by either party by giving written notice, certified mail, return receipt, to the opposing party, it being specifically understood that the right to use the road will continue for a period of one year so that the cancellation will enable Guie/Kisiel to have a sufficient period of time to construct and install their own access road ... .”

Significantly, the Answer to the Complaint by the Defendants admitted the existence and validity of the written Road Agreement, but denied all other relevant aspects of the Complaint. Exhibit 1 to the Answer was a copy of a letter from counsel dated

October 5, 2015 exercising the termination option set forth in paragraph (f) above. The Plaintiffs' responsive pleading admitted the authenticity of the said letter. In addition, that responsive pleading contained New Matter contesting the claim for maintenance costs that are not at issue in the instant Motion for Summary Judgment.

Defendants first filed a Motion for Judgment on the Pleadings, which was followed by a Cross-Motion for Partial Judgment on the Pleadings. The Reply to Plaintiffs' Cross-Motion includes as Exhibit 1 a copy of the deed from Theresa Kelly to Menallen Development Company which specifically states that the conveyance is "UNDER AND SUBJECT to a Road Utilization and Maintenance Agreement dated April 21, 1994 between the Grantor and Margel C. Guie and Bryan S. Kisiel, her husband, which Agreement is incorporated herein by reference and made a part hereof." The authenticity of that deed was accepted by Plaintiffs.

All of the motions for judgment on the pleadings were denied by order of the Honorable Judge Joseph George on July 24, 2017. The case was then referred to mediation twice before Judge George recused himself on February 1, 2019.

On June 3, 2019, Defendants then filed the Motion for Summary Judgment which is before the Court. They assert that the Plaintiffs have not identified "evidence in the record establishing the facts essential to the cause of action... which the motion cites as not having been produced." Pa.R.C.P. 1035.3(a)(2). Defendants assert that a trial would therefore be a waste of time.

#### STANDARD FOR SUMMARY JUDGMENT

Summary judgment may only be granted in cases where it is clear and free from doubt that the moving party is entitled to judgment as a matter of law. *Davis v. Resources for Human Development, Inc.*, 770 A.2d 353 (Pa. Super. 2001). If the [plaintiff] fails to show evidence sufficient to support a prima facie case, summary judgment must be granted. *Dudley v. USX Corporation*, 606 A.2d 916 (Pa. Super. 1992) allocatur denied 616 A.2d 985 (1992). Summary judgment depends upon an evidentiary record that either (1) shows the material facts are undisputed or (2) contains insufficient evidence of facts to make out a prima facie cause of action or defense. *Rauch v. Mike-Mayer*, 783 A.2d 815 (Pa. Super. 2001) allocatur denied 793 A.2d 909 (2002).

Pa.R.C.P. 1035.3. Response. Judgment for Failure to Respond, in pertinent part states:

a) "[T]he adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within thirty (30) days after service of the motion identifying:

(1) ... ,

(2) evidence in the record establishing the facts essential to the cause of action... which the motion cites as not having been produced. (emphasis supplied).

b) An adverse party may supplement the record or set forth the reasons why the party cannot present evidence essential to justify opposition to the motion and any ac-

tion proposed to be taken by the party to present such evidence.” (emphasis supplied).

Pa.R.C.P. 1035.1 Motion for Summary Judgment. Definition, states:

“As used in Rule 1035.1 et seq., “record” includes any

- (1) pleadings,
- (2) depositions, answers to interrogatories, admissions and affidavits, and
- (3) reports signed by an expert witness that would, if filed, comply with Rule 4003.5(a)(1), whether or not the reports have been produced in response to interrogatories.” (emphasis supplied).

Pursuant to Pa.R.C.P. 1035.3, above, it is the responsibility of the plaintiff to file a “response” that identifies evidence in the “record” sufficient to establish all of the elements of each count of their complaint. Instead of filing the “response” contemplated by the Rule, Plaintiffs instead filed a document captioned as “Answer to Defendants’ Motion for Summary Judgment.” It primarily follows the rules for a pleading, instead of being the factual “response” required by the Rule set forth above. The Answer itself is not verified, and the only addition to the “record” attached thereto is an affidavit signed by Plaintiff Kisiel wherein he asserts Plaintiffs’ received verbal permission from defendant Leah Bierer to continue using the disputed driveway.

As a result, Plaintiffs’ factual “record” in opposition to the Motion for Summary Judgment consists only of the verified Complaint, the two deeds, the unsigned but admitted Road Agreement, the termination letter, the verified admissions by the Defendants, and that affidavit.

## DISCUSSION

The Defendants’ Motion argues that, even if everything the Plaintiffs have verified and made part of the “record” is true, it is not sufficient evidence to permit the Plaintiffs to prevail.

With respect to Count 1 of the Complaint, there is absolutely no evidence in the “record” to suggest that Crossland Road was accepted and is maintained as a Dunbar Township Road. As a result, Summary Judgment must be granted to the Defendants as to Count 1.

Count 2 asserts that the Road Agreement with Kelly was originally a revocable license that “ripened” into an irrevocable easement because of detrimental reliance. An irrevocable license, while not strictly an easement, is in the nature of one. It is really a permission or license, express or implied to use the property of another in a particular manner, or for a particular purpose. Where this permission has led the party to whom it has been given, to treat his own property in a way in which he would not otherwise have treated it, as by the erection or construction of permanent improvements thereon, it cannot be recalled to his detriment. *Dailey’s Chevrolet, Inc. v. Worster Realities, Inc.*, 312 Pa. Super. 275 (Pa. Super. 1983). The Road Agreement itself negates that argument, however, since it acknowledges that Plaintiffs will spend money to connect their own driveway to Crossland Road, and further acknowledges that Plaintiffs will be responsible to pay a share of the maintenance costs of Crossland Road. Therefore, the

“detrimental reliance” alleged in Count 2 was fully incorporated into the Road Agreement, and cannot be an independent basis for disregarding other aspects of the Road Agreement. Therefore, Summary Judgment must be granted to the Defendants as to Count 2.

Count 3 is based on the alleged establishment of an easement by prescription. Plaintiffs’ theory on this Count is that the Road Agreement was personal to Mrs. Kelly, and after her sale to Menallen on October 3, 1994, it terminated. Thereafter, it is argued, Plaintiffs continued to use Crossland Road for a period in excess of 21 years, thus terminating Defendants’ right to eject Plaintiffs from the use of Crossland Road.

However, to establish a property right by prescription, the use must be adverse to the rights of the titled owner of the land. A prescriptive easement is created by (1) adverse, (2) open, (3) notorious, (4) continuous and uninterrupted use for a period of 21 years. If the use is the result of some lease, license, indulgence, or special contract given by the owner, it is not adverse, but is instead “permissive.” *Margolin v. Pennsylvania R. Co.*, 168 A.2d 320 (Pa. 1961). “Permissive” use defeats a claim of a prescriptive easement. The owner of record has the burden of proving permission, but only after the alleged easement holder proves the use was adverse, open, notorious, and continuous for 21 uninterrupted years. *Village of Four Seasons Ass’n v. Elk Mt. Ski Resort, Inc.*, 103 A.3d 814 (Pa. Super. 2014).

Here, the “record” submitted by Plaintiffs establishes that there was no adverse possession of the 18’ driveway because permission to use the driveway was given in a written agreement circumstantially proven to have been signed on April 21, 1994. Here the Plaintiffs shared the use of the driveway with the Defendants, and there is no evidence in the “record” that they committed one or more hostile acts so as to notify Defendants of their claim of right. A sufficiently “hostile” act would have given notice to the title holder that the Plaintiffs’ use was now adverse, but there is no evidence in the record to show such a hostile act. As a result, Summary Judgment must also be granted to the Defendants on Count 3.

Count 4 is not clearly pleaded in terms of factual allegations, but simply seeks a permanent injunction. Because entitlement to a permanent injunction actually depends on the legal and equitable ownership of the land at issue, it appears that it should have been styled as either a quiet title action or as an ejectment action. In the course of subsequent filings, Plaintiffs have shown that the deed to Menallen contains the “UNDER AND SUBJECT” clause quoted above. Plaintiffs claim that said “under and subject” provision “imports” that the formerly personal Road Agreement became a permanent encumbrance on the land running in favor of the Plaintiffs, because that must have been Mrs. Kelly’s and Menallen’s intention when that clause was included in the deed. Defendants counter that they purchased all of the “bundle of property rights” that Mrs. Kelly had when she signed the deed, and that included the right to terminate the Road Agreement as set forth in paragraph (f) thereof. This cluster of issues is neither clearly pled, nor clearly argued, nor is clear legal authority cited by either side.

Plaintiffs also have asserted that they have verbal permission from one of the successors in title to Mrs. Kelly, also named as a defendant in this case, Leah Bierer, to use Crossland Road. Verbal permission is generally meaningless in real estate because of

the limitations of the Statute of Frauds. However, the question remains whether properly documented permission from any other lot owner who also has a right to use Crossland Road would be sufficient for Plaintiffs to continue their use. Defendants countered that the “lot owners association” is the only entity that could grant permission, and it has not done so. Plaintiffs respond that the lot owners association has no independent legal existence, is not named on any conveyance, and is not named as a party in this case, so it has no such exclusive authority. This cluster of issues is also neither clearly pled, nor clearly argued, nor is clear legal authority cited by either side.

Rather than decide the entire case at this point, the Court has the authority under Rules 126, 127 and 1033 to permit the pleadings to be amended so that a final determination on the actual merits of the case can be achieved.

For the aforementioned reasons, partial summary judgment is proper, and Defendants Motion for Summary Judgment will be GRANTED in part and DENIED in part.

Wherefore, this Court enters the following order:

#### ORDER

AND NOW, this 19th day of June, 2020, it is ORDERED AND DECREED that Defendant’s motion for Summary Judgment is GRANTED in part and DENIED in part.

It is the determination of this Court that:

- (1) Counts 1, 2, and 3 of Plaintiffs’ Complaint are HEREBY DISMISSED, as there clearly is insufficient evidence in the “record” presented to establish a prima facie case as to any of those Counts at this time, all as more fully set forth in the Opinion, above.
- (2) Count 4, as currently pled, is vague, but it is not impossible that clarification of the evidence and issues raised would justify the relief claimed.
- (3) Plaintiffs are granted thirty (30) days from the mailing of the notice of the entry of this Order within which to file and serve an appropriate Amended Complaint unless the time therefor is extended by further Order or documented agreement of counsel.
- (4) If Plaintiff’s Complaint is not appropriately amended, the Court reserves authority to finally dismiss any and all of Plaintiffs’ claims with prejudice at that time, all as more fully set forth in the Opinion, above.

BY THE COURT:  
LESKINEN, J.

ATTEST:  
Prothonotary



## **WARMAN ABSTRACT & RESEARCH LLC**

**JOHN F. WARMAN**

**518 Madison Drive**

**Smithfield, PA 15478**

**724-322-6529**

**johnfranciswarman@gmail.com**

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700 Grant Bldg., 310 Grant St., Pgh., PA 15219