

EASEMENT DEED

Driveway

Know all by these presents, that We, **Angela E. Vulner** and **Matthew P. Vulner** (together "Grantor") of Sanford, Maine, owners of certain real property located at Hiltons Lane, Wells, York County, Maine, as more particularly described in deed dated July 1, 2020 and recorded at the York County Registry of Deeds in Book 18293, Page 755 (the *Property*), for consideration paid, hereby grant to **Zachary S. Miles** and **Jennifer E. Miles** (together "Grantee") as joint tenants, whose mailing address is 55 Hiltons Lane, Wells, ME 04090, owners of certain real property located at 55 Hiltons Lane, Wells, York County, Maine as more particularly described in deed dated July 1, 2020 and recorded at the York County Registry of Deeds in Book 18293, Page 753 (the *Grantee's Property*"), subject to the limitations and covenants provided herein, a non-exclusive, perpetual easement for purposes of maintaining and use of the existing unpaved driveway, including pedestrian and vehicular passage, over and across a small portion of the Property as more particularly described on ~~Exhibit A~~ attached hereto and shown "Proposed Easement Area for Neighbors Driveway" on the Sketch Plan attached as **Exhibit B**, and also shown as "Driveway Easement for Access to Map 17, Lot 11C Area 521 S.F." on the plan entitled "**THE WOODLANDS PROPOSED 5 LOT SUBDIVISION, TAX MAP 25 LOT 11-D, LOOP ROAD/HILTON LANE, WELLS, MAINE**" prepared by Civil Consultants dated April 5, 2023 and recorded herewith at the York County Registry of Deeds in Plan Book ____, Page ____, (the *Easement Area*), together with the right to repair and improve the driveway (including with pavement) and to install drainage improvements if necessary to prevent premature deterioration of the driveway, provided that any such drainage improvements direct stormwaters away from Grantor's Property and toward Grantee's Property. Grantor shall have no obligation to repair or participate in the expense of improving the Easement Area. By acceptance of this easement, Grantee agrees to indemnify, defend (with counsel acceptable to Grantor) and hold Grantor harmless from and against any and all losses, costs, claims, expenses and liabilities suffered by Grantor on account of any injury to persons or damage to property caused by Grantee, or any agents, employees, contractors, or invitees of Grantee while Grantee, or any agents, employees, contractors, or invitees of Grantee are within the Easement Area pursuant to the rights granted by this easement. No modification, expansion, extension, increase, or enlargement of the rights conveyed herein to Grantee shall be permitted without the prior written consent of Grantor, which may be withheld by Grantor in Grantor's sole discretion. The covenants set forth in this document shall run with the land. This easement is intended to benefit and be appurtenant to Grantee's Property and shall not benefit or extend to any other land.

Witness this _____ day of April 2023.

WITNESS

Angela E. Vulner

WITNESS

Matthew P. Vulner

STATE OF MAINE

County of York, ss.

April ____, 2023

Then personally appeared the above-named Angela E. Vulner and Matthew P. Vulner and severally acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/Attorney at Law

Print Name:

Commission Expires:

EXHIBIT A

The hereinafter-described driveway easement area is located in the Town of Wells, York County, State of Maine, situated on the on northwesterly side of Hiltons Lane, across land of Matthew P. Vulner and Angela E. Vulner described in a deed from Gilcrest Development Inc. dated July 1, 2020, and recorded in Book 18293, Page 755 of the York County Registry of Deeds, and being more particularly described as follows:

BEGINNING at the northeasterly corner of the herein-described easement area at a point in the northwesterly sideline of Hiltons Lane, being the northeasterly corner of land of the Grantor (Matthew P. Vulner and Angela E. Vulner), being also the southeasterly corner of land now or formerly of Grantee (Zachary S. Miles and Jennifer E. Winters) described in a deed recorded at the York County Registry of Deeds in Book 18293, Page 753, said point of beginning being marked by an existing 5/8" diameter rebar with plastic identification cap marked "CIVIL CONSULT PLS 2362";

THENCE S 20°15'27" W, by said northwesterly sideline of Hiltons Lane, 6.37 feet, to an unmarked point;

THENCE S 29°48'19" W, by said northwesterly sideline of Hiltons Lane, 5.68 feet, to an unmarked point;

THENCE N 66°48'48" W, 86.35 feet, to an existing 5/8" diameter rebar with plastic identification cap marked "CIVIL CONSULT PLS 2362" at said land of Miles and Winters; and

THENCE S 74°41'32" E, by said land of Miles and Winters, 87.51 feet, to the POINT OF BEGINNING, containing 521 square feet.

The bearings referenced above are based on Magnetic North, 1986

tabbies
EXHIBIT
B

PROPOSED
EASEMENT
AREA
FOR NEIGHBORS
DRIVEWAY

GMA 2/17/23

