



2016 00082115

Bk: 00072 Pg: 125 Cert: 13300
Doc: EASE 04/15/2016 02:03 PM



2016 00082111

Bk: 76 Pg: 287 Cert: 14076
Doc: EASE 04/15/2016 01:53 PM

EASEMENT AGREEMENT

This Easement Agreement is made by and between Theodore C. Howes, Trustee of 45 Tiasquam Road Irrevocable Trust, u/d/t dated March 30, 2012 as evidenced by Certificate of Trust registered in the Dukes County Registry District Office of the Land Court as Document No. 75672 (hereinafter referred to as "Howes"), and Marilyn L. King and Rebecca E. King (hereinafter referred to as "King") (Howes and King are hereinafter collectively referred to as the "Parties").

The following recitals of fact are a material part of this instrument:

A. Howes is the owners of a tract of land described as follows and hereafter referred to as the "Howes Parcel":

The land in West Tisbury, Dukes County, Massachusetts, shown as lot "2" on a certain plan of land entitled Subdivision Plan of Land in West Tisbury J.D. Marquedant & Associates, Inc. Surveyors May 31, 1991" filed in the Dukes County Registry District Office of the Land Court as Land Court Plan No. 17082-B (the "Plan").

Being the same premises conveyed to Howes by deed of Ann Mathewson Howes dated March 30, 2012, and registered with the Dukes County Registry District Office of the Land Court as Document No. 75671. See also Certificate of Title No. 13300.

B. King is the owner of the lot shown as "1" on the Plan; hereafter referred to as the "King Parcel":

Being lot shown as "1" on the Plan

Being the same premises conveyed to King by deed of Suzanne Howes dated April 14, 2016, and registered with the Dukes County Registry District Office of the Land Court as Document No. 82109. See also Certificate of Title No. 14076.

Now, therefore, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreement, covenants and restrictions are made:

1. GRANT OF EASEMENT.

Howes hereby grants to King, and King's heirs, successors and assigns, as an easement appurtenant to the King Parcel, a perpetual, non-exclusive easement for ingress and egress over, under and across driveway which passes through the Howes Parcel, as approximately shown on the sketch plan attached hereto as "Exhibit A" (the "easement premises"), subject to the terms and provisions of this Easement Agreement.

2. USE OF EASEMENT PREMISES. Use of the easement premises shall be for all purposes

Ricciardelli & Small
124 Main Street, 2nd Floor
Charlestown, MA 02129

for which roads and ways are now or in the future used in the Town of West Tisbury, including but not limited to the installation or maintenance of pipes, conduits or wires, under, upon or over the easement premises for the purposes of providing water, sewer, electrical, telephone, fiber optic and other intelligence services to the King Parcel, provided, however, that such installation and maintenance shall be conducted in a manner which shall not unreasonably interfere with the use of the easement premises and further provided that, in the event of such installation and/or maintenance, the condition of the easement premises shall be restored to its state immediately prior to such installation or maintenance.

3. RESERVATION OF RIGHTS.

Howes reserves the right to use the easement area for like purposes, and to make any subsurface use of the easement premises that does not unreasonably interfere with the Kings' use of the easement premises.

4. PARKING. The Parties covenant that vehicles shall not be parked on the easement premises except for so long as may be reasonably necessary to load and unload, or as necessary for a short term purpose.

5. PAVING OF EASEMENT. The roadway situated on the easement premises shall not be paved, widened or otherwise altered from its condition as of the date hereof by the Parties, or either of them, without the prior written consent of the other Party, provided however, that the branches directly above the 10' wide surface of the roadway may be trimmed to the extent reasonably necessary to allow vehicles to pass and any damage within the 10' wide surface of the roadway caused by wear or erosion may be graded or filled to the extent reasonably necessary to prevent or repair such wear or erosion (the "work"), so long as prior written notice has been given to the owner of the parcel on which the work is sought to be done.

6. MAINTENANCE. The Parties agree to share in all maintenance costs that may be required from time to time (the "maintenance costs") to the extent that each party benefits from such maintenance costs.

8. LIABILITY AND INDEMNITY. King assumes all liability with respect to King's use of the easement premises and use of the easement premises by their employees, agents, contractors, suppliers and invitees and shall save Howes harmless and indemnified from all injury, loss, costs (including attorneys fees), claims or damage of whatever nature arising as a result of such use.

9. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the Parties hereto.

10. AMENDMENT. This Agreement may not be amended, except by written instrument executed by all Parties.

11. CONSTRUCTION. The Agreement is governed by, construed in accordance with and enforced under the laws of the Commonwealth of Massachusetts.

12. EXECUTION. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same Agreement.

EXECUTED as a sealed instrument this 14 day of April, 2016.

45 TIASQUAM ROAD IRREVOCABLE TRUST

By: Theodore C. Howes
Theodore C. Howes, Trustee

Rebecca E. King
Rebecca E. King

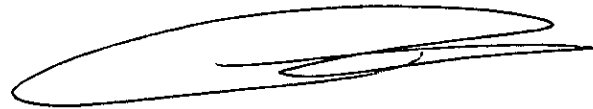
Marilyn L. King
Marilyn L. King

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

April 14, 2016

On this 15th day of April, 2016, before me, the undersigned notary public, personally appeared Rebecca E. King and Marilyn L. King, proved to me through satisfactory evidence of identification, which were Dr. Lic., to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public:
My Commission Expires:



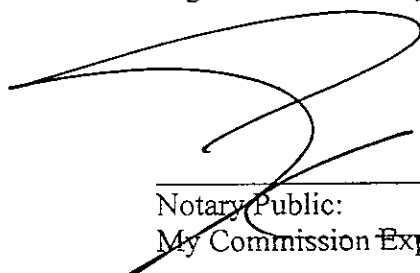
SARAH A. RICCIARDELLI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 3, 2017

COMMONWEALTH OF MASSACHUSETTS

Duk County, ss

April 14, 2016

On this 14 day of April, 2016, before me, the undersigned notary public, personally appeared Theodore C. Howes, Trustee of aforesaid, proved to me through satisfactory evidence of identification, which were PK, to be the person whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public:
My Commission Expires:

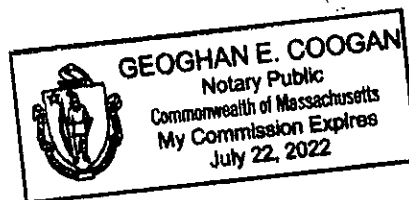
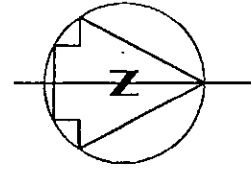


Exhibit "A"



Glimmerglass Pond

Douglas Liebhafsky
Assr.-Pcl. 32-7

Lot 2
L.C. Plan 17082B

Lot 1
L.C. Plan 17082B

Michele Hodgson
Assr.-Pcl. 32-8

Charles Oconnell
Assr.-Pcl. 32-14

Theodore Howes
Assr.-Pcl. 32-8

DH found

CB found

S 83°44'05" E
154.09'

S 41°34'07" E
79.61'

S 02°29'58" E
122.57'

S 87°59'15" W
90.00'

30' Wide Easement

S 82°11'15" E
56.22'

DH found

Existing
Driveway

Tiasquam Road

To Music St.

424.00'

CB found

Tiasquam River

Driveway Easement Sketch in
West Tisbury, Mass.

Prepared for

Theodore Howes

Scale 1" = 120'

April 6, 2016



VINEYARD LAND SURVEYING
& ENGINEERING, INC.

12 Courmoyer Road, P.O. Box 4 1 West Tisbury, MA 02575
P 508.693.3774 F 508.629.0440

JOB NO. 121B-1

Doc 00082111

DUKES LAND COURT

REGISTRY DISTRICT

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On: Apr 15, 2016 at 01:53P

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NOTED ON: CERT 14076 BK 00076 PG 287

NOTED ON: CERT 13300 BK 00072 PG 125

Document Fee 75.00 Rec Total \$75.00

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