



2014 00002281

Bk: 1347 Pg: 266 Doc: EASE

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## COMMON DRIVEWAY EASEMENT

THIS AGREEMENT this 21<sup>st</sup> day of February 2014 by and between Katherine R. Kinsman Grillo, f/k/a Katherine R. Kinsman, Trustee of Delano Realty Trust, u/d/t dated May 12, 1980, recorded with the Dukes County Registry of Deeds in Book 374 Page 62, (hereinafter "Grillo") of 40 William Norton Road, Vineyard Haven, Massachusetts 02568 and Forty-One Main Street, Inc. (hereinafter "Forty-One Main Street, Inc") of P.O. Box 2462, Vineyard Haven, Massachusetts.

WHEREAS, Grillo is the owner of real estate commonly known as and numbered 10 State Road in Tisbury (Vineyard Haven), Dukes County, Massachusetts as described in a deed recorded with the Dukes County Registry of Deeds in Book 482, Page 771, (hereinafter 10 State Road); and

WHEREAS, Forty-One Main Street, Inc. is the owner of real estate commonly known as and numbered 4 State Road in Tisbury (Vineyard Haven), Dukes County, Massachusetts as described in a deed recorded with the Dukes County Registry of Deeds in Book 489, Page 886, (hereinafter 4 State Road); and

WHEREAS, the parties agree that there is presently a driveway between the two properties, which is presently located on the property of Forty-One Main Street, Inc.; and

WHEREAS, the parties hereto wish to establish the rights and obligation with respect to said existing and future driveway, for themselves, their heirs, successors and assigns;

NOW THEREFORE, in consideration of these presents and mutual agreements set forth herein, the parties agree and covenant as follows:

1. The parties mutually agree that they wish to create an access easement between their respective properties, which is shown on an Easement Plan, attached hereto as Exhibit "A".
2. The parties hereby grant to each other the right to use the portion of said Access Easement located on their own properties, for all purposes for which Access Easements are used.
3. Forty-One Main Street, Inc. hereby gives Grillo and her assigns the right to use the existing driveway for vehicular and pedestrian access to her 10 State Road premises.
4. The parties mutually agree that a new driveway entrance is to be constructed as shown on a Plan by Schofield, Barbini and Hoehn, Inc. dated November 26, 2013,

5. Grillo hereby grants to Forty-One Main Street, Inc., his/her/their heirs, successors and assigns, the perpetual right to use the portion of said new entrance way located upon her property, 10 State Road, as shown on the attached Exhibit "B", for the purposes of ingress and for the purposes of maintaining said driveway.

6. Forty-One Main Street, Inc., hereby grants to Grillo, her heirs, successors and assigns, the perpetual right to use the portion of said new entrance way located upon his/her/their property, 4 State Road, as shown on the attached Exhibit "B", for the purposes of ingress and for the purposes of maintaining said driveway.

7. Grillo and Forty-One Main Street, Inc. shall equally bear the responsibility and cost of maintenance, repairs, reconstruction and snow plowing of the common entrance way and path ways.

IN WITNESS WHEREOF, we hereunto set our hands effective as of the 21st day of February 2014.

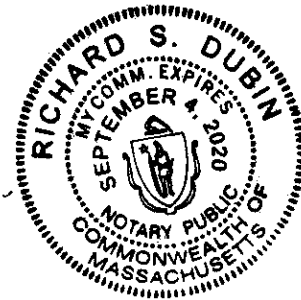
*Katherine R. Kinsman Grillo*  
Katherine R. Kinsman Grillo  
f/k/a Katherine R. Kinsman, Trustee  
Delano Realty Trust

COMMONWEALTH OF MASSACHUSETTS

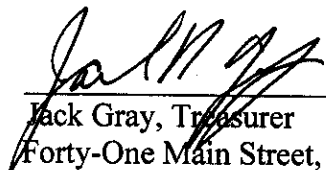
Dukes, ss.

On this 21<sup>st</sup> day of February 2014, before me, the undersigned notary public, personally appeared Katherine R. Kinsman Grillo, f/k/a Katherine R. Kinsman, in her capacity as Trustee of the Delano Realty Trust proved to me through satisfactory evidence of identification, which was pers know. to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

*R. S. Dubin*  
Notary Public:  
My commission expires: 9/4/20



IN WITNESS WHEREOF, we hereunto set our hands effective as of the 21<sup>st</sup> day of February 2014.

  
\_\_\_\_\_  
Jack Gray, Treasurer  
Forty-One Main Street, Inc.

COMMONWEALTH OF MASSACHUSETTS

Dikes, ss.

On this 21<sup>st</sup> day of February 2014, before me, the undersigned notary public, personally appeared **Jack Gray**, proved to me through satisfactory evidence of identification, which was pers knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

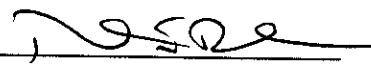
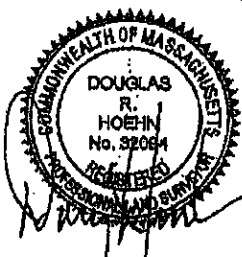
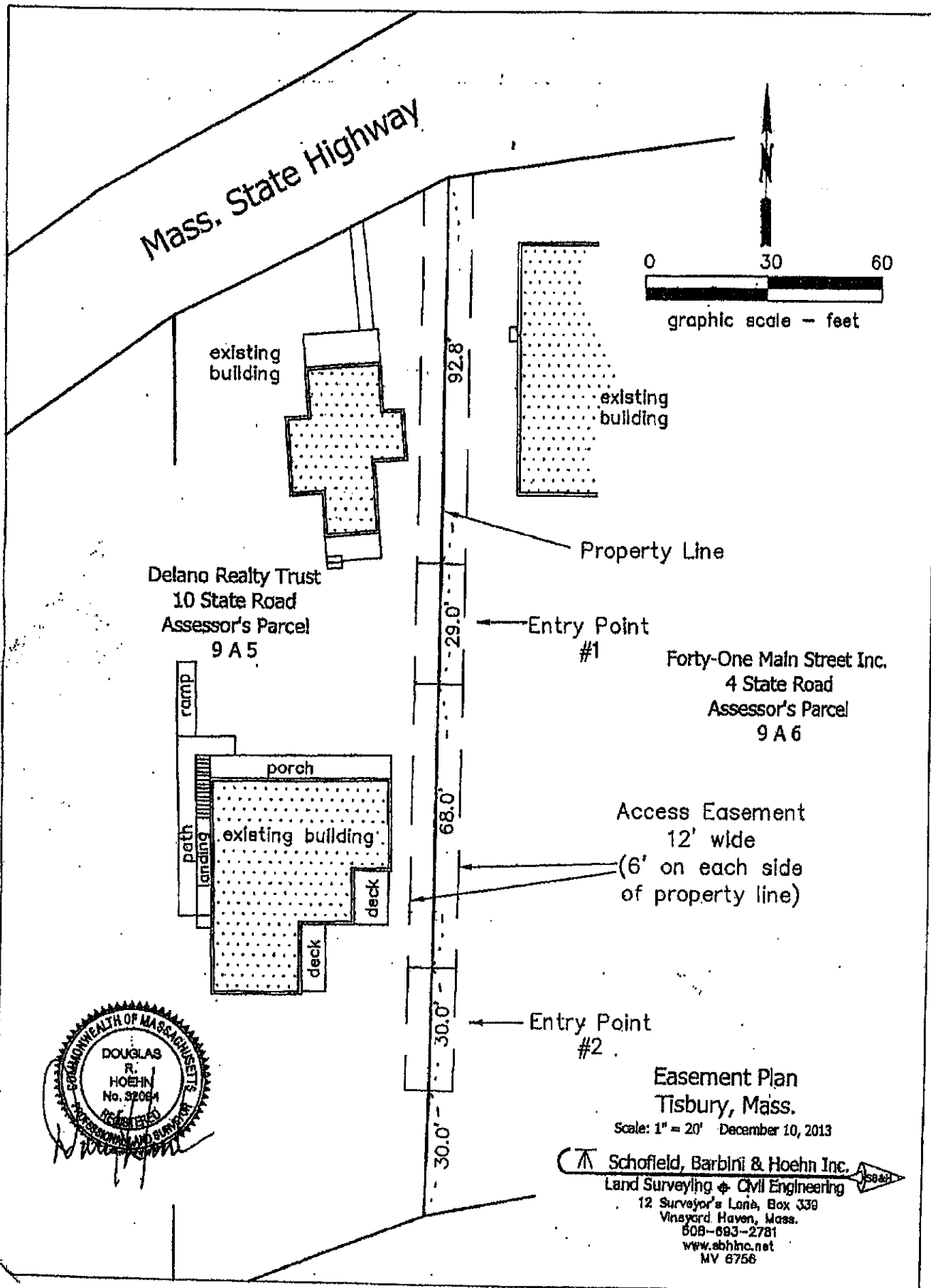
  
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Notary Public:  
My commission expires: 9/4/20

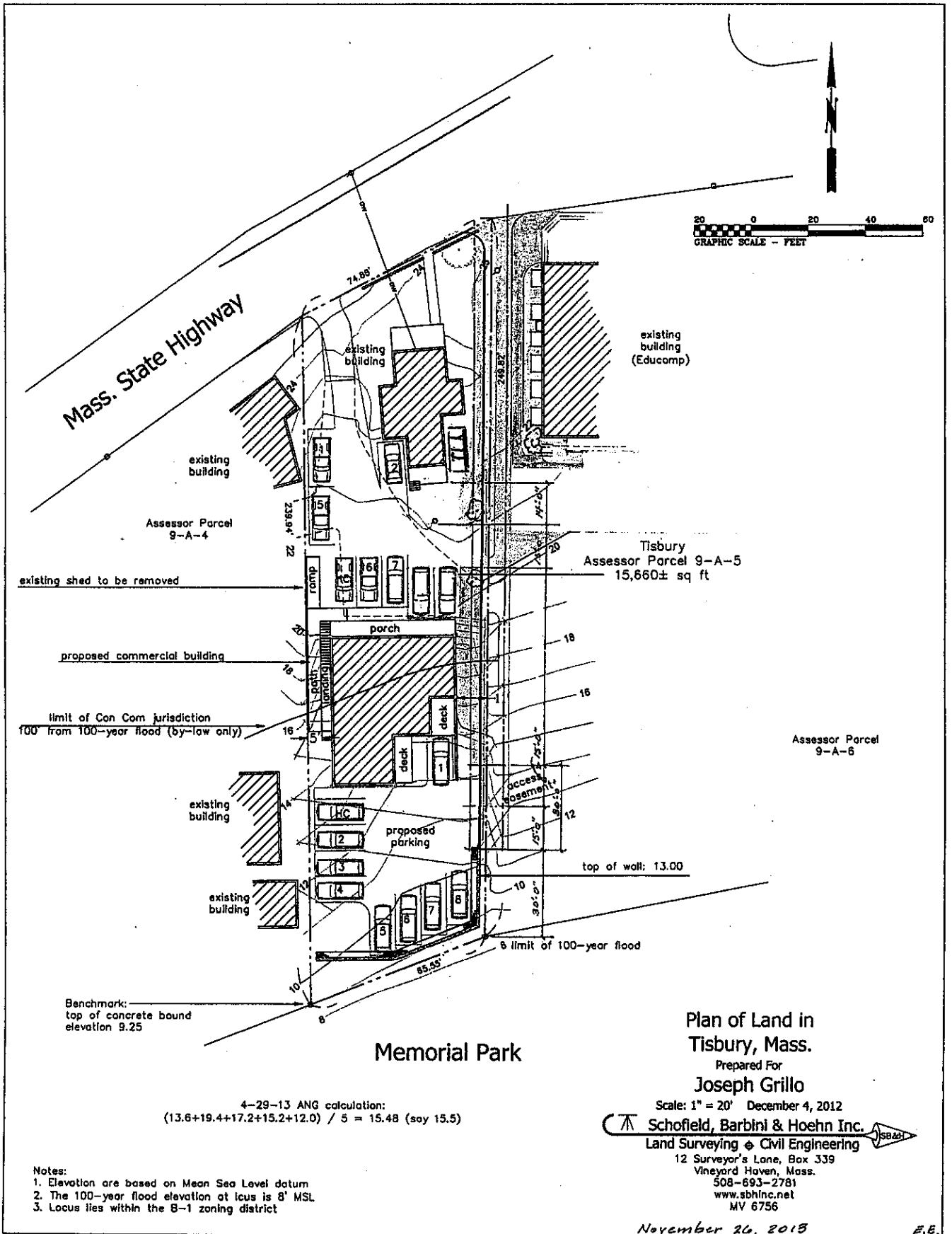


EXHIBIT A



**Easement Plan**  
**Tisbury, Mass.**  
 Scale: 1" = 20' December 10, 2013  
 Schofield, Barbini & Hoehn Inc.  
 Land Surveying & Civil Engineering  
 12 Surveyor's Lane, Box 339  
 Vineyard Haven, Mass.  
 508-693-2781  
 www.sbhinc.net  
 MV 6756

EXHIBIT B



Attest:

*Dianne E. Powers* Register