

EASEMENT AGREEMENT

MAY -6-81 * 21211 *****16.00

MAY -6-81 A 21211H*****16.00

THIS EASEMENT AGREEMENT, made this 6th day of May,
^{eighty-one}~~eighty~~ in the year one thousand nine hundred and ~~eighty~~, by and between EDWARD F. CONSTANTINE and MARILYN H. CONSTANTINE, his wife of Carroll County in the State of Maryland, Grantors, and FRANK D. COLEMAN and BRENDA J. COLEMAN, his wife, of Carroll County, in the State of Maryland, Grantees.

WITNESSETH, that in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt of whereof is hereby acknowledged, the said Edward F. Constantine and Marilyn H. Constantine, his wife, do grant and convey unto the said Frank D. Coleman and Brenda J. Coleman, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, as appurtenant to their land, the right and privilege of the use, in common with others, of a common driveway, twenty (20) feet wide, extending from the 3.002 acre parcel acquired by the within Grantees from the within Grantors by Deed dated March 14, 1980, and recorded among the land records of Carroll County in Liber LWS, No. 762, Folio 608, etc., which according to a Certificate of Survey of Weller & Associates, Incorporated, dated November 11, 1978 is described as follows, that is to say:

BEGINNING, for the same at the southeasternmost corner of Lot No. 2 as laid out and shown on the Record Plat of "Centennial Homesteads" dated October 8, 1976 and recorded among the Plat Records of Carroll County in Plat Book No. 17, folio 84, said place of beginning being at the end of a line drawn South 66 degrees 24 minutes 51 seconds East 358.35 feet from Point "A" as shown on said Plat, said place of beginning also being on the easternmost right-of-way line of 20.0 foot wide right-of-way now being described, said right-of-way to be used in common with others entitled thereto for the purpose of ingress and egress only, thence running with and binding on said easternmost right-of-way line thereof with all bearings referred to the meridian of the aforementioned Plat, the five following courses, Viz:

- (1) North 06 degrees 00 minutes 00 seconds East 692.13 feet, thence
- (2) North 65 degrees 00 minutes 00 seconds East 100.00 feet, thence
- (3) North 15 degrees 00 minutes 00 seconds West 227.00 feet, thence
- (4) North 03 degrees 00 minutes 00 seconds West 146.90 feet, and thence
- (5) North 47 degrees 00 minutes 12 seconds East 248.81 feet to the southwesternmost right-of-way line of Kay's Mill Road, said point being 30.00 feet from the existing center line of the 20.0 foot wide tar and chip paving of said Kay's Mill Road.

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The right-of-way above described being 20.0 feet in width measured at right angles in a westerly direction from the eastern boundary of said right-of-way, said right-of-way lying on a portion of Lots No. 1 and 2, and said right-of-way also being a part of the land granted unto Edward F. Constantine and Wife by deed dated April 11, 1969 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 452, folio 398.

BEING PARTS of all that same tract or parcel of land described in a Deed of Donald Clark May and Wife to Edward F. Constantine and wife, dated April 11, 1969, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 452, Folio 398, etc.

SUBJECT HOWEVER to the obligation of contributing with the present and future land owners of Lots 1, 2 and 3 as shown on the aforementioned Plat of "Centennial Homesteads" towards the future costs of maintenance of the aforementioned twenty (20) foot driveway on the following basis: For the portion of the driveway from Kay's Mill Road to the entrance to the within Grantor's property, the Grantees will be responsible for twenty-five (25) percent of the cost of maintenance; for the portion of the driveway continuing therefrom to the next entrance to one of the aforementioned lots, the Grantees will be responsible for thirty-three and one third (33 1/3) percent of the cost of the maintenance; for the portion of the driveway continuing therefrom to the next entrance to one of the aforementioned lots, the Grantees will be responsible for fifty (50) percent of the cost of maintenance; for the portion of the driveway continuing therefrom to the within Grantee's property, the Grantees will be solely responsible for the cost of maintenance.

TO HAVE AND TO HOLD said easement, in common with others, unto the said Frank D. Coleman and Brenda J. Coleman, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, as appurtenant to their land.

THE PARTIES hereto certify that there was no actual monetary consideration for the transfer of the hereinabove described property.

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AS WITNESS the hands and seals of the parties hereto.

WITNESS:

Edward F. Constantine (SEAL)
EDWARD F. CONSTANTINE

Marilyn H. Constantine (SEAL)
MARILYN H. CONSTANTINE

Frank D. Coleman (SEAL)
FRANK D. COLEMAN

Brenda J. Coleman (SEAL):
BRENDA J. COLEMAN

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

ON THIS, the 9th day of October, 1980, before me, a Notary Public, the undersigned officer, personally appeared EDWARD F. CONSTANTINE and MARILYN H. CONSTANTINE, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Jeffrey A. Hamieto
Notary Public

My commission expires: My Commission Expires July 1, 1982



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STATE OF MARYLAND)
COUNTY OF CARROLL)

TO WIT:

ON THIS, the 6th day of May, ¹⁹⁸¹~~1980~~, before me, a Notary Public, the undersigned officer, personally appeared FRANK D. COLEMAN and BRENDA J. COLEMAN, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Barbara A. Davis
Notary Public

My commission expires: July 1, 1982

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CIRCUIT COURT
CARROLL CO., MD.
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LARRY W. SHIPLEY
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