

DLN: 1002340248935

WARRANTY DEED

Michael E. Barber and Shannon M. Barber of Wells, York County, Maine, for consideration paid, grant to Katharine A. Sherburne and Stuart S. Sherburne of Norway, Oxford County, Maine (whose mailing address is P.O. Box 247, Norway, ME 04268) as Joint Tenants with Warranty Covenants, as the following described real estate:

See "Exhibit A" Attached

For grantors' source of title, reference may be had to a deed from Geraldine Forbes to the grantor(s) herein, dated February 2, 2018, recorded in York Registry of Deeds, Book 17660, Page 105.


Any and all other rights, easements, privileges and appurtenance belonging to the granted estate are hereby conveyed.

This conveyance is made subject to the property taxes assessed against the premises, which said taxes are to be prorated between the parties hereto as of the date of delivery of this deed in accordance with 36 M.R.S.A., sec. 558.

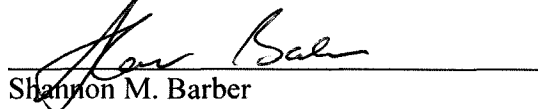
Witness our hands and seals this 14 day of September, 2023.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_

Michael E. Barber

  
\_\_\_\_\_

Shannon M. Barber

STATE OF MAINE  
York, ss

September 14, 2023

Then personally appeared the above named Michael E. Barber and Shannon M. Barber and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,



  
\_\_\_\_\_

Print Name:  
Notary Public/Justice of the Peace  
Commission Expiration:

Maine R.E. Transfer Tax Paid

**“Exhibit A”**

A lot or parcel of land, together with any buildings and improvements thereon, located off of the southwesterly sideline of North Berwick Road, but not adjacent thereto, in the Town of Wells, County of York and State of Maine and being bounded and described as follows:

Beginning a point located at the northwesterly corner of the premises herein described and at the southwesterly corner of land being conveyed by Eric C. Chase to Eric C. Chase and Barry A. Chase, said point of beginning is on the southeasterly sideline of a private 50 foot wide right of way easement and is further located a distance of 402.24 feet, more or less, from a Vi iron pipe set on the southwesterly sideline of North Berwick Road as measured southwesterly along the easterly sideline of said 50 foot wide right of way; thence from the point of beginning running South 63° 59' 15" East along adjoining land being conveyed to said Eric and Barry Chase for a distance of 229.27 feet to a point; thence continuing South 63° 59' 15" East along land currently owned by said Eric and Barry Chase for a distance of 330 feet to a point; thence continuing South 64° 26' 15" East still along other land of said Eric and Barry Chase for a distance of 170 feet to a point; thence turning and running North 21° 34' 05" East still along land of said Eric and Barry Chase for a distance of 200 feet; thence turning and running South 64° 26' 15" East for a distance of 250.25 feet, more or less, to a 5/8" iron rod; thence turning and running approximately South 21° 42' 00" West for a distance of 600.28 feet, more or less, to a 5/8" iron rod; thence turning and running North 64° 00' 23" West for a distance of 919.20 feet to a 5/8" iron rod set on the easterly sideline of said 50 foot wide right of way; thence turning and running North 13° 20' 18" East along said right of way for a distance of 410.08 feet to the southwesterly corner of land being conveyed to said Eric and Barry Chase and being the point of beginning.

The above described premises are conveyed together with an appurtenant easement to be used as a right of way, on foot or with vehicles and in common with others, to gain access to and exit from the above described 9.86 acre parcel and the southerly sideline of Route 9, also known as North Berwick Road, said easement being 50 feet in width and being bounded and described as follows:

Beginning at a 1/2" iron pipe 5" above grade with cap marked "RLS 147 Lawson" on the southerly side of Route 9 at the northeasterly corner of land now or formerly of Richard M. Chase, Sr.; thence running South 25° 51' 05" West 198.48 feet by land of Richard M. Chase, Sr. to a 5/8" iron pipe 2" above grade with cap marked "RLS 1125 R. Chadbourne"; thence running South 13° 20' 18" West by land of said Chase 450 feet, more or less, to a point opposite the southerly boundary of a driveway leading to the above described 9.86 acre parcel; thence turning and running easterly for a distance of 50 feet, more or less, to a point on the westerly boundary of the above described 9.86 acre parcel on the southerly sideline of said driveway; thence turning and running North 13° 20' 18" East by said 9.86 acre premises 250 feet, more or less, to a point at land being conveyed by Eric C. Chase to Eric C. Chase and Barry Chase; thence continuing North 13° 20' 18" East by land being conveyed to said Eric and Barry Chase for a distance of 204.38 feet to a point; thence running North 63° 59' 15" West by land now or formerly of Lois Ann Bartlett 1.28 feet to a 1/2" iron pipe 5" above grade with cap marked "RLS 147 Lawson"; thence running North 25° 51' 05" East 197.80 feet by land of said Bartlett to a 1/2" iron pipe on the apparent southerly sideline of said Route 9; thence turning and running North 63° 00' 05" West by the apparent southerly sideline of Route 9 a distance of 50.04 feet to the iron pipe first above mentioned, being the point of beginning.

Said right of way easement may be repaired, maintained and plowed.

Also granting an appurtenant easement to maintain, repair and replace existing utility lines and poles that currently exist leading to the above-described 9.86-acre parcel.

The above described parcel is conveyed subject to an easement granted by Eric C. Chase to Barry A. Chase and Eric C. Chase to maintain, repair and replace an existing septic leach field that is located northwesterly of the existing home located on said 9.86 acre parcel. The location of said easement to be the location of the existing leach field. Said leach field serves both the adjoining property of Barry A. Chase and Eric C. Chase and the home located on the above described 9.86-acre parcel. This easement includes the right to use said leach field and to maintain, repair and replace any existing septic system pipes that extend from the adjoining parcel owned by Eric C Chase and Barry A. Chase (as described in Book 9324, Page 18).

This leach field currently serves a half bath located in a building on said adjoining land of Eric C. Chase and Barry A. Chase and multiple bathrooms located in a home on the above described 9.86 acre parcel. This leach field easement is conveyed subject to the following conditions that shall be considered as covenants running with said easement and shall be binding upon the grantee, her heirs and assigns.

1. In the event said leach field needs to be repaired or replaced the cost shall be shared in the following proportions. Twenty-five percent of the cost shall be the responsibility of the owners of the adjoining property currently owned by Eric C. Chase and Barry A. Chase and seventy-five percent shall be the responsibility of the owners of the premises being conveyed by Eric C. Chase to Geraldine Forbes.
2. The owners of the subject premises shall consult and mutually agree upon the contractor to be hired and the payment of the costs of repair and replacement. Each party shall be obligated to consult and negotiate in good faith.
3. Either party may enforce at law or in equity the provisions of this paragraph dealing with cost, repair, replacement and the need to negotiate in good faith. Any court costs and legal fees shall be assessed to the parties in whatever the manner or percentage the court deems appropriate, including the assessment of all court costs and legal fees to one party.
4. In the event the existing one-half bath currently serving the property of said Eric C. Chase and Barry A. Chase is replaced by multiple bath units that materially change the use of said leach field the proportion of the costs shall be adjusted to 50 per cent for each property that is subject to or benefited by this easement.