

## DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made this 13<sup>th</sup> day of June, 2001, by M. HAMBLETON, LLC and T. HAMBLETON, LLC (hereinafter collectively referred to as "Declarants").

### RECITALS

A. The Declarants are the owners of a parcel of property which contains approximately 7.188 acres of land shown as Lots 95-97 (the "Hambleton Lots") on that certain plat entitled "Plat One, Hambleton/Symington Property", which plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book 72, Folio 118 (the "Plat").

B. The Declarants desire to create an easement from and over the Hambleton Lots to an easement known as the Wright Property Easement, which was created in that certain Declaration of Private Ingress, Egress, Maintenance and Utility Easement dated February 1, 1997 and recorded among the Land Records of Baltimore County in Liber 12021, Folio 627, and that certain Declaration of Easement by Henry M. Wright, Jr., dated November 20, 1996 and recorded among the Land Records of Baltimore County in Liber SM 13235, Folio 687 (the "Wright Declarations"), over lands owned by or formerly owned by Henry M. Wright, Jr. to, from and between the Hambleton Lots and Mays Chapel Road (the "Wright Property Easement").

C. The Declarants are executing this Declaration in order to establish such easement which shall burden and benefit the Hambleton Lots.

NOW, THEREFORE, the Declarants hereby subject the Hambleton Lots to the operation and effect of the provisions of this Declaration which are hereinafter set forth:

#### Section 1. Declaration of Easement.

1.1. The Declarant hereby declares and establishes for the benefit of the owner of each of the Hambleton Lots, and such owners' personal representatives, heirs, successors and/or assigns, the following easement:

1.1.1. an irrevocable, perpetual and non-exclusive easement ("Hambleton Lots Easement") in, over, and through that portion of the Hambleton Lots as shown on the Plat (the "Easement Area"), for pedestrian, vehicular and utility access in, on and over the Hambleton Lots and to and from the Hambleton Lots, to the Wright Property Easement in order to provide access from the Hambleton Lots to Mays Chapel Road, to serve the Hambleton Lots and improvements now or hereafter existing upon the Hambleton Lots and also for the use of any tenants, agents, guests, employees and/or invitees of the owner(s) of the Hambleton Lots and for the installation and maintenance of utilities, storm water sewers, surface drains, storm water management devices, and the like; and

1.2. The benefit and burden of the Hambleton Lots Easement shall run with and bind upon the title to the Hambleton Lots and upon each person from time to time hereafter holding such title of record and such easement shall be considered an easement appurtenant and not an easement in gross.

Section 2. Exercise of Easement.

2.1. Costs and Manner of Exercise. The cost of any maintenance, repair, replacement or re-paving of the Easement Area shall be borne by the owner(s) of the Hambleton Lots, in proportion to their respective Proportionate Shares (as defined hereinbelow), and the cost of the maintenance of the Wright Property Easement shall be borne by the owners of Hambleton Lots and other property owners benefited by the Wright Property Easement in accordance with the terms of the Wright Declarations. All maintenance, repair, replacement or use of the Easement Area shall be done by the owners of the Hambleton Lots, in accordance with all applicable laws, ordinances, rules and regulations of each governmental entity having jurisdiction over such activities. Anything contained in the foregoing provisions of this subsection 2.1 to the contrary notwithstanding, the Easement Area shall be maintained to such standards as then would be prescribed by the applicable governmental authorities of Baltimore County, and by any other governmental entity having jurisdiction thereover.

2.2. Duty of Maintenance. The owners the Hambleton Lots, from time to time, shall, subject to the cost-sharing provisions of Subsection 2.1,

2.2.1. perform all necessary maintenance (including, without limitation, snow removal and the mowing of grass shoulders and repair and replacement of paved surfaces) and repair of, and replacements to, the Easement Area or any portion thereof, to the end that the Easement Area is maintained at all times in good order and repair except that any other land, road surface or improvements damaged by a parcel owner's exercise of the use of such Easement Area in any manner is the sole responsibility of such parcel owner, without contribution from any other owner, including, without limitation, any damage to the Easement Area occasioned by or in connection with any home construction or other activity by any owner of a Hambleton Lot, construction company, or other agent of an owner of a Hambleton Lot; and

2.2.2. indemnify and defend each other owner of a Hambleton Lot against and hold such owner(s) harmless from any and all claims, actions, damages, liability and expense (including reasonable attorneys fees) in connection with the loss of life, personal injury or damage to property arising from or out of the construction, use, operation, maintenance or reconstruction of the Easement Area, or any improvements thereto by any such owner, its agents, contractors, employees, servants or invitees; and

2.2.3. promptly restore such Easement Area, any improvements thereon and any other land or improvements which are damaged by any such exercise or use to its condition immediately before such use or other exercise of rights or obligations hereunder (including, by

way of example rather than of limitation, restoring any paving or other improvements which may be disturbed by such work).

2.3 Payment of Maintenance Costs. The owner of each of the Hambleton Lots shall pay maintenance costs according to each owner's proportionate share. The maintenance obligation with respect to the Easement Area (and not the Wright Property Easement) shall commence at the beginning of the Easement Area and be divided equally by the number Hambleton Lots using the Easement Area to the point where an owner's private driveway exits the Easement Area. The maintenance obligation will then continue and be divided equally by the Hambleton Lots using the Easement Area from this point of exit to the next point of exit. If an owner shall fail to pay the proportionate share of the maintenance costs, each of the Hambleton Lots owned by that owner shall be subject to a lien (enforceable in the same manner as a mortgage and in accordance with the Maryland Contract Lien Act) in an amount equal to the cost of such maintenance, had such maintenance been performed. The obligation for maintenance of the Wright Property Easement is governed by the Wright Declarations.

### Section 3. Remedies.

3.1 Legal Action. The Declarant and/or each owner of a Hambleton Lot and, his/her or its personal representatives, heirs, successors or assigns, may proceed at law or in equity to prevent the occurrence or continuance of any violation of any provision of this Declaration. All costs and expenses of prosecuting any proceeding at law or in equity brought to enforce the provisions of this Declaration, including reasonable attorney's fees and expenses, shall be assessed against the party whom a decision is rendered.

3.2 Other Remedies. The legal actions specified herein are not intended to limit any parties' available remedies at law or in equity. Failure of any party to enforce this Declaration or to enforce any remedy under this Declaration shall not constitute a waiver by that party of any right available to them upon future occurrence or continuance of the same or a different violation.

Section 4. Easement for Postal Service and Trash Collection. As an inducement to the Baltimore County Department of Public Works and the United States Postal Service or the agents of either Department to extend their service to collect trash and deliver mail, respectively, at the Hambleton Lots, each of these government agencies is hereby granted an easement over the Easement Area described herein to perform the above-described services in the agency's sole discretion and at their option. This grant of access shall not imply any obligation on the part of either agency to exercise this option if it does not so choose.

Section 5. Rights of Parties Benefited by the Wright Property Easement. The following rights are acknowledged as between the Declarant and the parties benefited thereby:

5.1 Fences. It is specifically acknowledged herein that the owners of a lot benefited by the Wright Property Easement, Saul E. Kerpelman and Donna M. Kerpelman are entitled to locate a fence on or within the Wright Property Easement, which fence shall be located on the

south side of the roadway no closer than five (5) to ten (10) feet from the paved surface of the roadway within the Wright Property Easement. It is also acknowledged that the owners of another lot benefited by the Wright Property Easement, John B. Clark, II and Kathryn Prumo Clark are permitted to locate a fence on the border of the Wright Property Easement, but not within it. The fences are to be maintained at the sole cost of the Kerpelmans and the Clarks.

5.2 Mailboxes. It is also acknowledged that the existing stone mailboxes at Mays Chapel Road shall be permitted within the Wright Property Easement. Owners of the Hambleton Lots are entitled to construct, at their own cost and expense, additional mailboxes (either adjoining or separate) in substantially the same style as existing mailboxes. Such owners shall be responsible for the maintenance of their own mailboxes.

Section 6. General.

6.1. Indemnification. The owner of each of the Hambleton Lots hereby indemnifies and defends the owner of every other owner of a Hambleton Lot against, and holds any such owner harmless from any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property arising from or out of the construction, use, operation, maintenance or reconstruction of the Easement Area, or any improvements thereto by any such owner, its agents, contractors, employees, servants or invitees.

6.2. Applicable Law. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding brought hereunder shall be brought in the courts of Maryland.

6.3. Headings. The headings of the sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

6.4. Construction. As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership and any other form of legal entity; (b) all references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) the term means the persons hereinabove named or described as such and their respective heirs, personal representatives, successors or assigns.

6.5. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.


6.6. Liability. Neither the parties hereto nor their respective heirs, personal representatives, successors and assigns hereunder as a parcel owner shall have any liability hereunder for any expense or obligation whatsoever, unless such expense or obligation accrues while such person is the owner of record of the land with respect to which such expense or obligation accrued. Each such person shall be liable for any such expense or obligation which

accrues while such person is the owner of record of such land, and such liability shall survive such person's subsequent conveyance of such property of record to any other person.

IN WITNESS WHEREOF, the Declarant has executed and ensealed this Declaration or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.


M. HAMBLETON, LLC

By: Gaylord Brooks Investment Co., Inc.  
General Manager


By:  (SEAL)  
Richard A. Moore, President

T. HAMBLETON, LLC

By: Gaylord Brooks Investment Co., Inc.  
General Manager

By:  (SEAL)  
Richard A. Moore, President

SYMINGTON, INC., Sole Member

By:  (SEAL)  
Name: Richard A. Moore  
Title: President

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15321, p. 0411, MSA\_CE62\_15176. Date available 03/07/2005. Printed 08/27/2021.

0015321 402

**ACKNOWLEDGEMENT**

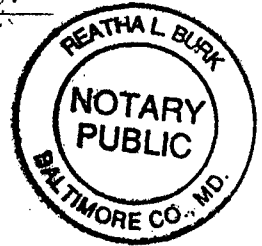
STATE OF MARYLAND, County of BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 13<sup>TH</sup> day of JUNE, 2001, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard A. Moore, who acknowledged himself to be the President of Gaylord Brooks Investment Co., Inc., the General Manager of M. HAMBLETON, LLC, and he acknowledged that he executed the foregoing on behalf of the said Limited Liability Company for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid Limited Liability Company.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Reatha L. Burk  
Notary Public

My Commission Expires: JANUARY 1, 2004



STATE OF MARYLAND, County of BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 13<sup>TH</sup> day of JUNE, 2001, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard A. Moore, who acknowledged himself to be the President of Gaylord Brooks Investment Co., Inc. the General Manager of T. HAMBLETON, LLC, and he acknowledged that he executed the foregoing on behalf of the said Limited Liability Company for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid Limited Liability Company.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Reatha L. Burk  
Notary Public

My Commission Expires: January 1, 2004



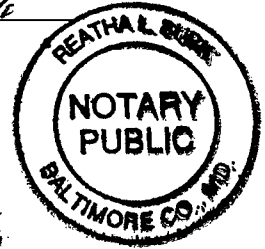
BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15321, p. 0412, MSA\_CE62\_15176. Date available 03/07/2005. Printed 08/27/2021.

STATE OF MARYLAND, County of BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 13<sup>TH</sup> day of JUNE, 2001, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared RICHARD A. MOORE, who acknowledged himself to be the PRESIDENT of SYMINGTON, INC., and he acknowledged that he executed the foregoing on behalf of the said corporation for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid corporation.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Reatha L. Bush  
Notary Public



My Commission Expires: January 1, 2004

The undersigned trustees for the noteholder and the undersigned noteholder hereby acknowledge and consent to the terms and conditions of this Declaration, for the purposes of subordinating all of their right, title and interest under that certain Indemnity Deed of Trust dated May 14, 2000, and recorded among the Land Records of Baltimore County in Liber 14462, folio 581, encumbering the Hambleton Lots to the operation and effect of this Declaration.

WITNESS/ATTEST:

SUSQUEHANNA BANK  
a Maryland banking corporation

Christine J. [Signature]

By: Elizabeth M. Wright (SEAL)  
Name: Elizabeth M. Wright  
Title: Executive Vice President

Christine J. [Signature]

Elizabeth M. Wright (SEAL)  
Name: Elizabeth Wright

Trustee  
Christine J. [Signature]

Christopher D. Holt (SEAL)  
Name: Christopher D. Holt

Trustee  
Christine J. [Signature]

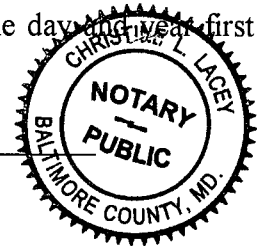
00153211 404

STATE OF MARYLAND: County OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 13th day of June, 2001, before me, a Notary Public for the state and county aforesaid, personally appeared Elizabeth M. Wright, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a Executive Vice Pres. of Susquehanna Bank, a banking corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

*Christine L. Lacey*  
Notary Public



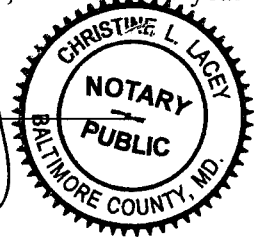
My Commission Expires: 9/18/02

STATE OF MARYLAND: County OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 13th day of June, 2001, before me, a Notary Public for the state and county aforesaid, personally appeared Elizabeth Wright, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

*Christine L. Lacey*  
Notary Public



My Commission Expires: 9/18/02

STATE OF MARYLAND: County OF Baltimore : TO WIT:

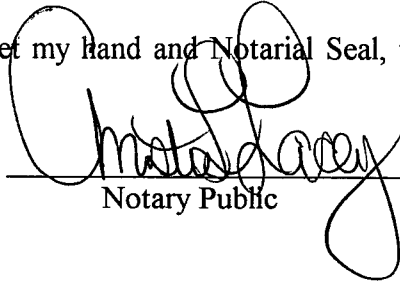
BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15321, p. 0414, MSA\_CE62\_15176. Date available 03/07/2005. Printed 08/27/2021.

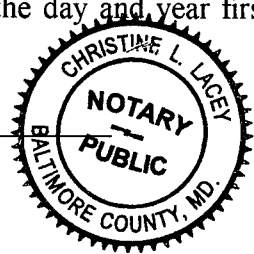


001153211 405

I HEREBY CERTIFY that on this 13th day of June, 2001, before me, a Notary Public for the state and county aforesaid, personally appeared Christopher D. Holt, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

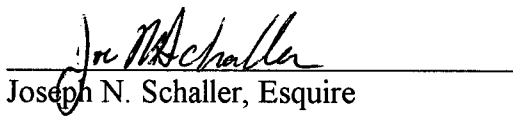
  
\_\_\_\_\_  
Notary Public



My Commission Expires: 9/18/02

**ATTORNEY CERTIFICATION**

I HEREBY CERTIFY that I am attorney admitted to practice law in the State of Maryland and that this document was prepared under my supervision.

  
\_\_\_\_\_  
Joseph N. Schaller, Esquire

TO THE RECORDING OFFICER: Upon its recordation, please return this instrument to:

Joseph N. Schaller, Esquire  
Whiteford, Taylor & Preston LLP  
Seven Saint Paul Street, Suite 1400  
Baltimore, Maryland 21202.

1315774.v7

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15321, p. 0415, MSA\_CE62\_15176. Date available 03/07/2005. Printed 08/27/2021.

0015321 416

# State of Maryland Land Instrument Intake Sheet

Baltimore City  County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only — All Copies Must Be Legible)

IMPROVED SURE \$ 5.00  
RECORDING FEE 25.00  
TOTAL 30.00  
Rcpt # 88047  
Blk # 2968  
01:09 PM  
JUL 21, 2001

1 Type(s) of Instruments (  Check Box if Addendum Intake Form is Attached )

<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other <u>Deed</u>	<input type="checkbox"/> Other
<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease		

2 Conveyance Type Check Box

<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]
--	--	--	--

3 Tax Exemptions (if Applicable) Cite or Explain Authority

Recording \_\_\_\_\_  
State Transfer \_\_\_\_\_  
County Transfer \_\_\_\_\_

Clerk Recording Validation  
Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$	<b>Transfer and Recordation Tax Consideration</b>	
Any New Mortgage	\$	Transfer Tax Consideration	\$
Balance of Existing Mortgage	\$	X ( ) % =	\$
Other:	\$	Less Exemption Amount	\$
		Total Transfer Tax	\$
Other:	\$	Recordation Tax Consideration	\$
		X ( ) per \$500 =	\$
Full Cash Value	\$	TOTAL DUE	\$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$	\$	<u>H&amp;M</u>
Surcharge	\$	\$	
State Recordation Tax	\$	\$	
State Transfer Tax	\$	\$	
County Transfer Tax	\$	\$	
Other	\$	\$	
Other	\$	\$	

EAS

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
<u>Hambleton</u>		<u>9547</u>			<u>72-118</u>
Location / Address of Property Being Conveyed (2)					
<u>Timonium Road</u>					
Other Property Identifiers (if applicable)				Water Meter Account No.	
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
<u>T. Hambleton LLC</u>	<u>M. Hambleton LLC</u>
Doc. 1 Owner(s) of Record, if Different from Grantor(s)	Doc. 2 Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address	

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
<u>Jenifer Ridge</u>	

10 Contact/Mail Information

Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
Name:	<u>Thomas R. Moore</u>	<input type="checkbox"/> Hold for Pickup
Firm:	<u>Gaylord Brooks Realty</u>	<input type="checkbox"/> Return Address Provided
Address:	<u>PO Box 400 Phoenix, MD 21131</u>	

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

<input type="checkbox"/> Yes <input type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification
Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:	
Year	20	20	Geo.	Map
Land			Zoning	Grid
Buildings			Use	Parcel
Total			Town Cd.	Ex. St.
				Ex. Cd.

REMARKS:

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15321, p. 0416, MSA\_CE62\_15176. Date available 03/07/2005. Printed 08/27/2021.

TRANSFER TAX NOT REQUIRED  
Director of Budget and Finance  
BALTIMORE COUNTY MARYLAND  
Per [Signature]  
Authorized Signature  
Date 6-21-01 Sec 33-139 EAS

Distribution: White - Clerk's Office  
Canary - SDAT  
Pink - Office of Finance  
Goldenrod - Preparer  
AOC-CC-300 (6/95)