

0013235 687

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13235, p. 0687, MSA\_CE62\_13090. Date available 03/04/2005. Printed 08/27/05

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LBT  
DS  
SABIV

AFTER RECORDATION, PLEASE RETURN TO:  
GAYLORD BROOKS INVESTMENT CO., INC.  
3312 Paper Mill Drive  
P.O. Box 400  
Phoenix, Maryland 21131

**DECLARATION OF EASEMENT**

THIS DECLARATION OF EASEMENT (this "Declaration") is made this 20<sup>th</sup> day of November, 1996 by HENRY M. WRIGHT, JR. (the "Declarant").

**RECITALS**

A. The Declarant is the owner of all certain land, situate and lying in Baltimore County, Maryland, which is described in Exhibit A (hereinafter referred to as the "Wright Property").

B. Martha Symington is the owner of a parcel of property which is contiguous to the Wright Property, the western portion of which contains approximately six (6) acres of land, and is more particularly described in Exhibit B attached hereto and incorporated herein (the "GBIC Property"). Gaylord Brooks Investment Co., Inc. ("GBIC") is the contract purchaser of the GBIC Property pursuant to a contract of sale by and between Symington and GBIC dated January 29, 1996.

C. The Declarant desires to create an easement over the Wright Property to, from and between the GBIC Property and Mays Chapel Road.

D. The Declarant is executing this Declaration in order to establish such easement which shall burden a portion of the Wright Property and benefit the GBIC Property and the balance of the Wright Property.

NOW, THEREFORE, the Declarant hereby subjects the Wright Property 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 the GBIC Property and the owner of the Wright Property, and such owners' personal representatives, heirs, successors and/or assigns, the following easement:

1.1.1. an irrevocable, perpetual and non-exclusive easement (hereinafter referred to as "the Wright Property Easement") in, over, and through the Wright

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Property, for pedestrian, vehicular and utility access to and from the GBIC Property and Mays Chapel Road and for facilities related to such access and utilities (all of which, together with any improvements thereto, all additions or replacements thereof made within the Wright Property Easement Area [as defined hereinbelow] pursuant to the provisions of this Declaration are hereinafter referred to as "Wright Property Easement Facilities") to serve the lots and improvements now or hereafter existing upon the GBIC Property and the Wright Property also for the use of any tenants, agents, guests, employees and/or invitees of the owner(s) of the GBIC Property and the Wright Property; and

1.1.2. a temporary easement in, over, through and under so much of the remainder of the Wright Property outside the Wright Property Easement Area as reasonably may be necessary to enable the owner of the GBIC Property, its or her personal representatives, heirs, successors or assigns, to construct any of the Wright Property Easement Facilities and for repair and replacement thereof.

1.3. The Wright Easement Area is shown and described on Exhibit C attached hereto and incorporated herein (the "Wright Property Easement Area").

1.4. The burden of the Wright Property Easement shall run with and bind upon the title to the Wright Property and upon each person from time to time hereafter holding such title of record.

1.5. The benefit of the Wright Property Easement shall run with the title to the GBIC Property and the Wright Property (and each person from time to time holding such title of record), to in the provision of this subsection 1.5 is hereafter referred to as "the Wright Property Easement Benefited Property", and their respective heirs, personal representatives, successors and assigns as holders of record of the title to the Wright Property Easement Benefited Property, but shall not run with the title to any land other than the Wright Property Easement Benefited Property.

Section 2. Exercise of Easement.

2.1. Costs and Manner of Exercise. The cost of any construction, installation, maintenance, repair, replacement or use of, or connection to, the Wright Property Easement Facilities (the "Easement Facilities") shall be borne by the owner(s) of the Wright Property and the owner of the GBIC Property, in proportion to their respective Proportionate Shares (as defined hereinbelow). All initial construction, installation, maintenance, repair, replacement or use of, or connection to, the Easement Facilities may be done by the owner of the GBIC Property, in its discretion, in accordance with all applicable law, 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 Facilities shall be built to

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such standards as then would be prescribed by the applicable governmental authorities of said County, and by any other governmental entity having jurisdiction thereover.

2.2. Cost of Installation. The cost of the initial installation of all or any portion of the Easement Facilities (including any extension thereof) shall be shared by the owners of the Wright Property and the GBIC Property in accordance with their respective Proportionate Shares and shall be paid by the owner(s) of the Wright Property within thirty (30) days of the mailing of an invoice therefor.

2.3. Duty of Maintenance. After such initial installation, the owners of the Wright Property and the GBIC Property, from time to time, shall, with respect to those portions of the Easement Facilities located on their parcel, and subject to the cost-sharing provisions of Subsection 2.1,

2.3.1. perform all necessary maintenance (including, without limitation, snow removal) and repair of, and replacements to, the Easement Facilities or portion thereof, and the respective Easement Area or portion thereof in which they were installed to the end that the Easement Facilities and such Easement Area are maintained at all times in good order and repair except that any other land or improvements damaged by a parcel owner's exercise of the Easement or use of such Easement Area in any manner is the sole responsibility of such parcel owner; and

2.3.2. 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 installation or other exercise or use (including, by way of example rather than of limitation, restoring any paving or other improvements which may be disturbed by such work).

2.4. Permits. Each parcel owner hereby agrees, promptly upon request of the other parcel owner, to join in any applications for approval of any permits and/or licenses needed to construct the Easement Facilities.

2.5. Proportionate Share. The term "Proportionate Share" as used herein shall mean the ratio of (i) the number of lots owned by an owner of a lot benefited by the Easement Facility or portion thereof to (ii) the total number of lots benefited by such Easement Facility or portion thereof, including, but not limited to, all lots located on the Wright Property.

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Section 3. General.

3.1. Effectiveness. This Declaration shall become effective on and only on its execution and delivery by each party hereto.

3.2. Complete Understanding. This Declaration represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements or agreement, either written or oral, between the parties hereto as to the same.

3.3. Amendment. This Declaration may be amended by and only by an instrument execute and delivered by each party hereto.

3.4. 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.

3.5. 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.

3.6. 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 and assigns.

3.7. 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.

3.8. Assignment. This Declaration shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

3.9. 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

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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.

WITNESS:

  
\_\_\_\_\_

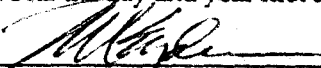
 (SEAL)  
HENRY M. WRIGHT, JR.

**ACKNOWLEDGEMENT**

STATE OF MARYLAND: COUNTY OF BALTIMORE : TO WIT:

I HEREBY CERTIFY that on this 14 day of November, 1996, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared HENRY M. WRIGHT, JR., known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

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

My Commission Expires: 12/1/98 MICHAEL L. SAYDER

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Gaylord Brooks Investment Co., Inc. joins in the execution of this Declaration to acknowledge its rights and obligations hereunder.

GAYLORD BROOKS INVESTMENT CO., INC.

By: *RA* (SEAL)  
Name: Richard A. Moore  
Title: PRESIDENT

**ACKNOWLEDGEMENT**

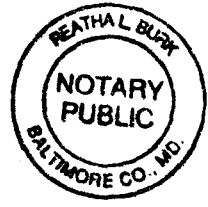
STATE OF MARYLAND, County of Baltimore TO WIT:

I HEREBY CERTIFY that on this 20<sup>TH</sup> day of NOVEMBER 1996, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared RICHARD A. MOORE, who acknowledged him self to be the President of GAYLORD BROOKS INVESTMENT CO., 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. Burk*  
Notary Public

My Commission Expires January 1, 2000



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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 deed of trust dated June 14, 1994 encumbering the Wright Property to the operation and effect of this Declaration.

WITNESS/ ATTEST:

Mercantile State Bank & Trust Co.  
a Maryland banking corporation

[Signature]

By: [Signature] (SEAL)  
Name: Robert D. Kunsch  
Title: Asst

[Signature]

[Signature] (SEAL)  
Name: Robert D. Kunsch Trustee

[Signature]

[Signature] (SEAL)  
Name: Paul A. G. Lewis Trustee

STATE OF MARYLAND: <sup>CITY</sup> CITY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 13 day of November 1996, before me, a Notary Public for the state and county aforesaid, personally appeared Robert D. Kunsch, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a Asst of Mercantile, 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.

[Signature]  
Notary Public

My Commission Expires: 5/1/98

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STATE OF MARYLAND: <sup>County</sup> ~~CITY~~ OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 13 day of November, 1996, before me, a Notary Public for the state and county aforesaid, personally appeared Robert DKUNISCH, 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.

[Signature]  
Notary Public

My Commission Expires: 5/1/98

STATE OF MARYLAND: <sup>County</sup> ~~CITY~~ OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 13 day of November, 1996, before me, a Notary Public for the state and county aforesaid, personally appeared Philip G. ESTICE, 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.

[Signature]  
Notary Public

My Commission Expires: 5/1/98

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.

[Signature]  
Joseph N. Schaller, Esquire

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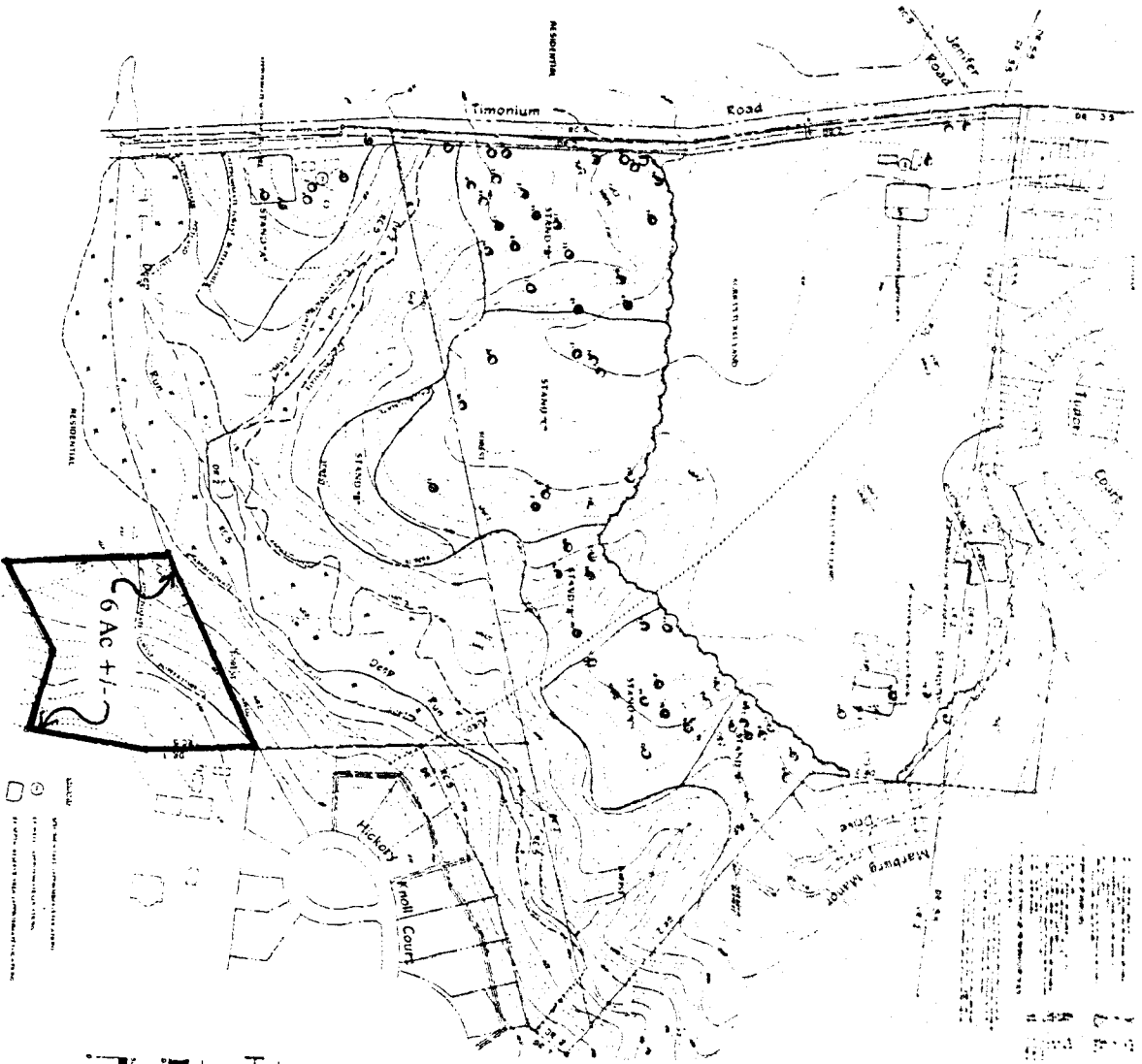


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**TO THE RECORDING OFFICER: Upon its recordation, please return this instrument to Joseph N. Schaller, Esquire, Whiteford, Taylor & Preston LLP, Seven Saint Paul Street, Suite 1400, Baltimore, Maryland 21202.**

995253 (version 3)



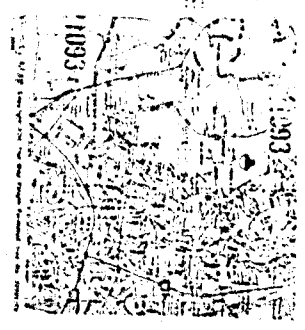


**DMW**  
 DISTRICT OF MARYLAND  
 DEPARTMENT OF MARYLAND WATER RESOURCES

**Hambleton / Symington  
 Property**

PERMISSIONARY SURVEY OF MILL AND STREAM  
 AND FOREST STAND Delineation PLAN

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MATCH LINE  
SEE SHEET 2 OF 2



LOT 2  
MINOR SUBDIVISION  
"WRIGHT PROPERTY"  
95-103-M

LOT 3  
MINOR SUBDIVISION  
"WRIGHT PROPERTY"  
95-103-M

EXISTING  
USE-IN-COMMON  
EASEMENT  
(KNOWN AS THE WRIGHT  
EASEMENT AREA)  
SEE MINOR SUBDIVISION PLAN  
"WRIGHT PROPERTY"  
95-103-M  
(FILED IN THE DEPRM OFFICE  
OF BALTIMORE COUNTY)

ACCESS EASEMENT AREA  
0.380 Ac. ±  
(KNOWN AS THE WRIGHT  
EASEMENT AREA)

KENNETH W.  
BRANAMEN  
E.H.K.JR.  
B.172/775

HENRY M. WRIGHT, Jr.  
S.M. 10589/67  
2nd PARCEL

MARTHA F.  
SYMINGTON  
R.R.G. 4173/314



EXHIBIT "C"

PLAN TO ACCOMPANY  
DECLARATION OF EASEMENT AGREEMENT  
ACROSS A PORTION OF THE PROPERTY OF

HENRY M. WRIGHT, Jr.  
S.M. 10589/67 2nd PARCEL

SHEET 1 OF 2

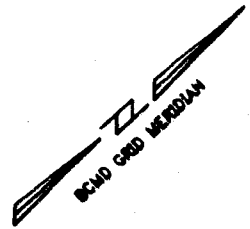


Daft · McCune · Walker, Inc.

A Team of Land Planners,  
Landscape Architects,  
Engineers, Surveyors &  
Environmental Professionals  
200 East Pennsylvania Avenue  
Towson, Maryland 21286  
410 286 3333  
Fax 286 4708

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MAYS CHAPEL ROAD



LOT 1  
MINOR SUBDIVISION  
"WRIGHT PROPERTY"  
95-103-M

EXISTING  
USE-IN-COMMON  
EASEMENT  
(KNOWN AS THE WRIGHT  
EASEMENT AREA)  
SEE MINOR SUBDIVISION PLAN  
"WRIGHT PROPERTY"  
95-103-M  
(FILED IN THE DEPRM OFFICE  
OF BALTIMORE COUNTY)

A.B. KRONGARD  
P.L. KRONGARD  
S.M. 8625/517  
PARCEL 2

MATCH LINE SEE SHEET 1 OF 2

A.B. KRONGARD  
P.L. KRONGARD  
S.M. 8625/517  
PARCEL 1

LOT 2  
MINOR SUBDIVISION  
"WRIGHT PROPERTY"  
95-103-M

HENRY M. WRIGHT, Jr.  
S.M. 10589/67  
2nd PARCEL

ACCESS EASEMENT AREA  
0.380 Ac. ±  
(KNOWN AS THE WRIGHT  
EASEMENT AREA)



EXHIBIT "C"

SHEET 2 OF 2

PLAN TO ACCOMPANY  
DECLARATION OF EASEMENT AGREEMENT  
ACROSS A PORTION OF THE PROPERTY OF

HENRY M. WRIGHT, Jr.  
S.M. 10589/67 2nd PARCEL



Daft · McCune · Walker, Inc.

A Team of Land Planners,  
Landscape Architects,  
Engineers, Surveyors &  
Environmental Professionals  
200 East Pennsylvania Avenue  
Towson, Maryland 21286  
410 284 3333  
Fax 286 4705

Scale: 1" = 100' Date: December 11, 1996 Job No.: 83104.C1  
Drawn by: ps Checked by: PA File: 83104/83104C/corr3rd2 <000>

0013235 700

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)

IMP. FD. SURE # 2.00
RECORDING FEE 75.00
TOTAL 77.00
Rec'd BARR 8/23/05
SP: BC BIK # 2351
Oct 22, 1998 09:36 AM

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Table with columns for Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Finance Office Use Only, Transfer and Recordation Tax Consideration, Recodation Tax Consideration, TOTAL DUE.

5 Fees
Table with columns for Amount of Fees, Dec. 1, Dec. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other.

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).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
HENRY M. WRIGHT, JR.

8 Transferred To
Doc. 1 - 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)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: JAMES F. X. COSGROVE
Firm: SENTINEL TITLE CORP
Address: 1104 KENILWORTH DR. S/E 401 TOWSON MD 21204 Phone: (410) 321-0800

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Yes/No Will the property being conveyed be the grantee's principal residence?
Yes/No Does transfer include personal property? If yes, identify:
Yes/No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Table with columns for Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification, Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Gcs, Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub, Plat, Section, Bldg. Cd., Block, Lot, Csq. Cd.

REMARKS:
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CG-300 (8/98)

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DEC

10-15-98
JAMES F. X. COSGROVE
SENTINEL TITLE CORP
1104 KENILWORTH DR. S/E 401
TOWSON MD 21204
Phone: (410) 321-0800