

PLEASE RETURN TO:  
 REAL ESTATE TITLE AND ESCROW, LLC  
 1500 WHETSTONE WAY, T-100  
 BALTIMORE, MARYLAND 21230

**EASEMENT AGREEMENT**

**THIS AGREEMENT** Made this 17 day of March, 2013, by and between **DUNCAN BOSWELL SWANSTON and DANIELLE ELIZABETH BROWN SWANSTON, his wife**, parties of the first part, Grantors; and **DAVID L. BERMAN and ANDREA F. BERMAN, his wife**, parties of the second part, Grantees.

**WHEREAS**, the parties of the first part (hereinafter "Swanston") are the fee simple owners of 11230 Greenspring Avenue, Lutherville – Timonium, Maryland 21093 (the "Swanston Property") by virtue of a deed from Lane K. Berk dated the 11th day of May, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber 32079, folio 282; and

**WHEREAS**, the parties of the second part (hereinafter "Berman") are the fee simple owners of 11201 Five Springs Road, Lutherville – Timonium, Maryland 21093 (the "Berman Property") by virtue of a deed from Mechel Frydman and Lea Frydman dated August 16, 2011 and recorded among the Land Records of Baltimore County, Maryland in Liber 31146, folio 245; and

**WHEREAS**, a boundary outline plat of the Swanston Property for 11230 Greenspring Avenue prepared by Dietz Surveying Company under Job Drawing No. 2012-159 and dated July 2, 2012, a copy of which is attached hereto, made a part hereof and labeled "Exhibit A", reveal several encroachments of improvements constructed on the Berman Property onto the Swanston Property, more particularly detailed and described as follows:

- i) In ground pool's concrete decking encroaches over the Swanston's Property line by 2', more or less;
- ii) Light pole encroaches over the Swanston's Property line by 7.5', more or less; and
- iii) Berman fence encroaches over the Swanston's Property line by 10', more or less, and;

**WHEREAS**, after request by Berman, Swanston has agreed to grant an easement to encompass the encroachment of the existing improvements as aforesaid, for so long as the present improvements exist in the exact same location of the Easement Area; said easement being more particularly described in Exhibit 'A' – Easement Area attached hereto and made a part hereof, and being set out and shown thereon as the hatch marked area,

**WHEREFORE** these presents are executed.

**NOW THEREFORE, IN CONSIDERATION** of the sum of Five Hundred and 00/100 Dollars (\$500.00) paid by Berman to Swanston, the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

*DB*

1. Swanston hereby grants unto Berman an easement, for so long as the present improvements exist in the exact same location of the Easement Area, in order to accommodate any portion of the existing improvements constructed for the Berman Property that encroaches onto the Swanston Property and for access by the owners of the Berman Property and their successors, assigns and the personal representatives, successors and assigns of the future owners of the Berman Property for the upkeep of the improvements belonging to the Berman Property, including, but not limited to, repairs, maintenance, painting and replacement of present said improvements; said Easement Area being depicted on the said Exhibit "A" attached hereto.
2. Berman, for themselves and the future owners of the Berman Property hereby indemnify, save, hold harmless and defend Swanston and their personal representatives, successors, and assigns, of any and all liability that may arise as a result of an injury, loss, or damage to the Property or to an owner, guest or invitee of the Berman Property that occurs while within the Easement Area, including, but not limited to the maintenance, upkeep, repair or replacement of the items within said Area, unless the injury is a direct result of the negligence of the then owner(s) of the Swanston Property. Berman, for themselves and their successors and assigns, and the personal representatives, successors and assigns of the future owners of the Berman Property, as a covenant running with the Berman Property, obligate themselves to cause their homeowner's insurance policy to name Swanston or their successors and/or assigns as an insured as to third-party liability.
3. Swanston further agrees that neither they, nor their personal representatives or assigns, shall erect any buildings or similar structures of any kind, within the confines of the Easement Area, nor shall the existing grade be changed without the prior approval of Berman or the then owner of the Berman Property.

This easement is a benefit to the Berman Property and burdens the Swanston Property, is non-exclusive and irrevocable, and shall exist to encompass the said encroachment of the said existing improvements for so long as the present improvements exist in the exact same location of the Easement Area, unless terminated by an instrument executed by all parties then having rights therein, or at such time as the encroachment of the improvements belonging to the Berman Property is permanently removed from the Swanston Property.

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

DB JB

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal and acknowledged on their respective behalves the day and year first above written.

WITNESS/ATTEST:

[Signature]

[Signature] {Seal}  
Duncan Boswell Swanston.

[Signature]

[Signature] {Seal}  
Danielle Elizabeth Brown Swanston  
Grantors

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13 day of March, 2013, before me, the subscriber, a Notary Public for the State of Maryland, County of Baltimore, personally appeared Duncan Boswell Swanston and Danielle Elizabeth Brown Swanston, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Easement Agreement and who acknowledged the foregoing to be their act, and in my presence signed and sealed the same.

AS WITNESS my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



JOYCE ANN RETHEMEYER  
Notary Public, State of Maryland  
County of Baltimore  
My Commission Expires June 7, 2016

WITNESS/ATTEST:

[Signature]

[Signature] {Seal}

Sharilyn D. Granger

David L. Berman  
David L. Berman

Sharilyn D. Granger

Andrea F. Berman {Seal}  
Andrea F. Berman  
Grantees

**STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:**

**I HEREBY CERTIFY**, that on this 18 day of March, 2013, before me, the subscriber, a Notary Public for the State of Maryland, County of Baltimore personally appeared David L. Berman and Andrea F. Berman, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Easement Agreement and who acknowledged the foregoing to be their act, and in my presence signed and sealed the same.

**AS WITNESS** my hand and official seal.

Paula C. Korman  
Notary Public

My Commission Expires: 11/11/2015

**PAULA C KARMAN**  
Notary Public-Maryland  
Harford County  
My Commission Expires  
November 11, 2015

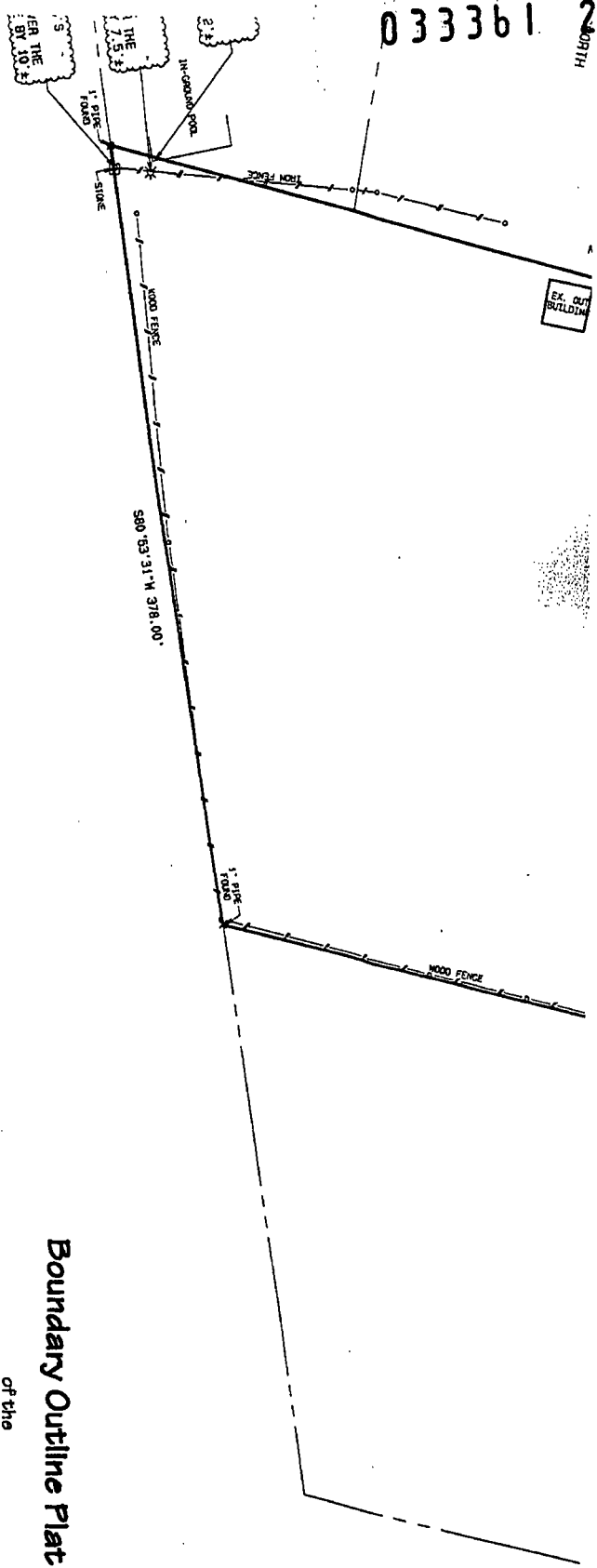
**I HEREBY CERTIFY** that the within instrument was prepared by the undersigned, an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

Alex Joseph Cservek  
Alex Joseph Cservek, Attorney

## Exhibit 'A' – Easement Area

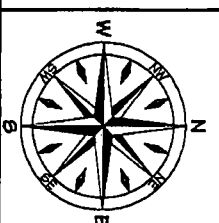
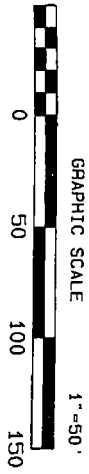
That portion of Land as depicted as a triangular piece of Real Property as noted in the Boundary Outline Plat of the Swanston Property, Greenspring Avenue, Baltimore County, Maryland, 3<sup>rd</sup> Election District dated July 2, 2012 by Dietz Surveying Company and more specifically described as the "Adjoiner's Fence Encroachment". Whereas that triangular portion of Land only includes and incorporates the Southwesterly portion of the Property known as 11230 Greenspring Avenue (i.e., the Swanston Property) running contiguous to the Adjacent Property known as Lot 12 of that Amended Subdivision Plat of Five Springs, as recorded among the Plat Records of Baltimore County, Maryland in Plat Book 61, Page 92 (the "Berman Property") and more specifically includes the following encroachments: 1) concrete decking of the adjoining swimming pool of approximately two (2) feet; 2) a light pole extending approximately seven and one-half (7 ½) feet and 3) the fence extending approximately ten (10) feet onto the Swanston Property. Said Easement Area is more clearly depicted as the hatched area on the attached Boundary Plat also included as a part of this Exhibit 'A'.

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**Notes**

Traverse was performed without the benefit of a title report.  
It, hereon are based on the Maryland Coordinates  
83-91, as established on the following traverse points



**Dietz Surveying Co.**  
 Land Surveying and Land Planning  
 8119 Oakleigh Road Baltimore MD 21234  
 Ph 410-661-3160, Fax 410-661-3163  
 www.dietzsurveying.net  
 Plot Date: 10/17/2012  
 Job No. 2012-159  
 Perry Clark

Boundary Outline Plat  
 of the  
**SWANSTON PROPERTY**  
 Greenspring Avenue  
 Baltimore County, Maryland  
 3rd Election District  
 Scale: 1"=50' Date: July 2, 2012

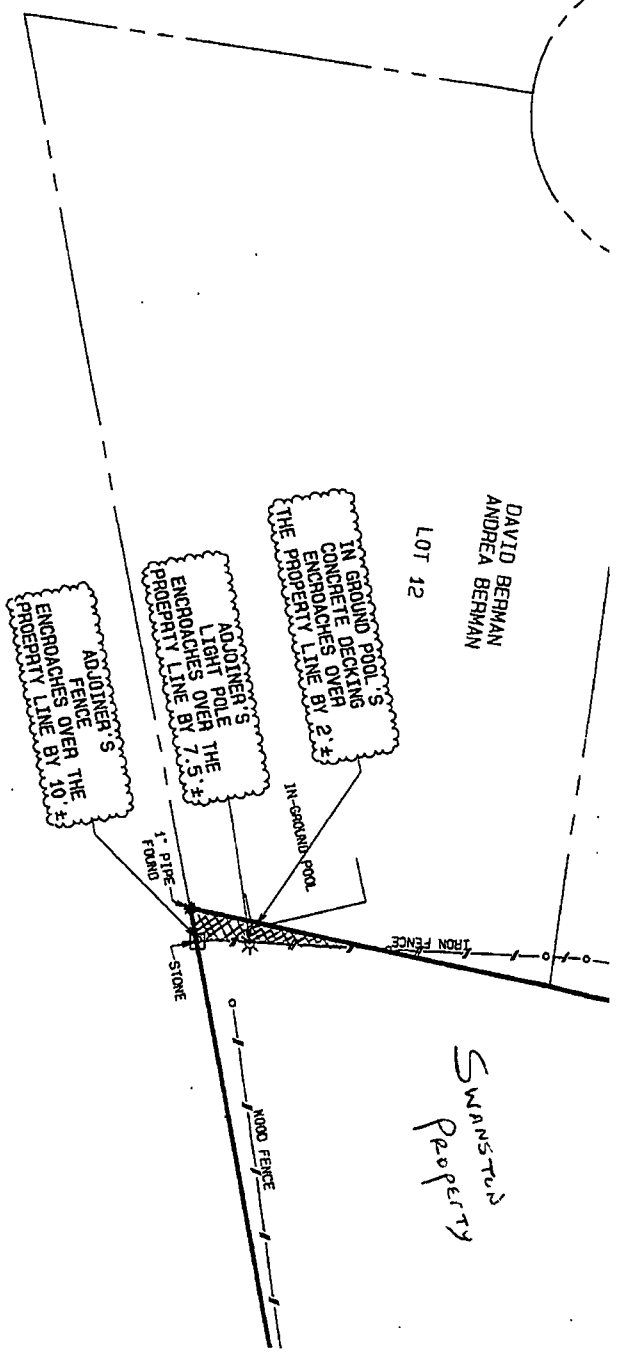
File Name: G:\12217\project\2012\2012189\survey\work\khaec.pro

DR JS

DAVID BERMAN  
ANDREA BERMAN

LOT 12

SWANSTUB  
PROPERTY



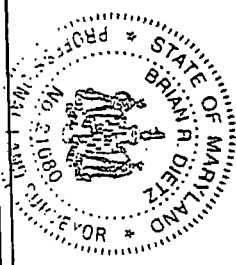
Notes

A Boundary Survey was performed without the benefit of a title re  
Bearings shown hereon are based on the Maryland Coordinate  
System, NAD 83-91, as established on the following traverse poin

Surveyors Certificate

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PREPARED BY ME OR  
UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A FULLY LICENSED  
PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF  
MARYLAND, LICENSE NO. 21080, EXPIRATION DATE 2-12-2013.

*Brian R. Dietz*  
BRIAN R. DIETZ  
PROFESSIONAL LAND SURVEYOR NO. 21080



DB