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AMENDMENT TO RIGHT-OF-WAY AGREEMENT

- Agreement 20.00
Recording Fee 40.00
Name: GOTTSCHE 60.00
- Agreement 40.00
Recording Fee 60.00
SubTotal 180.00
Total: 180.00
10/06/2022 10:32
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Baltimore
County/CC03-01.05 -
Register 05

THIS AMENDMENT TO RIGHT-OF-WAY AGREEMENT, Made this 10th day of October, 2021, by and between **EMILY S. HALLER and JULIA ALLISON HALLER GOTTSCHE**, Trustees of the Haller Marital Trust (the "Trustees"), and **JOHN DUNNEGAN GOTTSCHE and JULIA A. HALLER GOTTSCHE**, husband and wife (the "Gottsches").

RECITALS

- A. By Deed dated December 7, 1966 and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in **Liber OTG No. 4704, folio 77** Charles M. Jarman, Executor of the Estate of Christine C. A. Mowell, deceased, conveyed to J. Alex Haller and Emily S. Haller, husband and wife (the "Hallers"), certain real property located in Baltimore County, Maryland as therein described (the "Original Tract").
- B. The Hallers conveyed portions of the Original Tract to the Gottsches by (i) Deed dated December 27, 1989 and recorded among the Land Records in **Liber SM No. 8363, folio 206**; and (ii) Deed dated September 19, 1990 and recorded among the Land Records in **Liber SM No. 8607, folio 137** (collectively, the "Gottsch Deeds").
- C. The Hallers granted and conveyed the Gottsches a twenty foot (20') wide easement across the Haller property for ingress, egress and regress to Glencoe Road and also for the purpose of the installation of laying overhead or underground utility lines subject to certain defined obligations as set out in the Right-of-Way Agreement dated March 14, 1991 and recorded among the Land Records in **Liber SM No. 8739, folio 589** (the "R/W Agreement").
- D. By Confirmatory Deed and Agreement by and between the Hallers and the Gottsches dated April 19, 1991 and recorded among the Land Records in **Liber SM No. 8767, folio 132** the parties: (i) noted the approval by the Baltimore County Department of Environmental Protection and Resource Management of a Minor Subdivision Plat (the "Plat") attached thereto as Exhibit "A"; (ii) confirmed that Lot 1 and the 20' in Fee strip set out and shown on the Plat were owned in fee by the Gottsches per the Gottsch Deeds (collectively, Lot 1"); (iii) confirmed that Lot 2 set out and shown on the Plat was owned in fee by the Hallers ("Lot 2"); and (iv) confirmed the rights granted and obligations imposed in the R/W Agreement, the location of which is also set out and shown on the Plat.
- E. Title in and to Lot 2 (the "Trustee Lot") is now vested in Emily S. Haller and Julia Allison Haller Gottsch, Trustees of the Haller Marital Trust, by Deed dated May 25, 2019 and recorded among the Land Records in **Liber JLE No. 41838, folio 249** from Emily S. Haller and Julia Allison Haller Gottsch, surviving Trustees of the J. Alex Haller and Emily S. Haller Revocable Trust Agreement dated June 24, 2008.

- F. Contemporaneously herewith Lot Line Adjustment Deeds (the "Lot Line Adjustment Deeds") by and between the Trustees and the Gottsches have been recorded, or are intended to be recorded, for the purpose of revising the shared boundary line of Lot 1 and Lot 2.
- G. The Trustees and the Gottsches hereby covenant and affirm the purpose and intent of the rights granted and the duties and obligations imposed in the RW Agreement shall remain in full force and effect subject to the modifications set out hereinbelow.

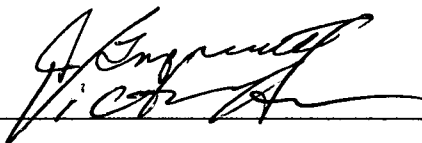
AGREEMENTS

IN CONSIDERATION of the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant that the rights granted and obligations imposed in the R/W Agreement shall remain in full force and effect subject to the following amendments:

- 1. The term "Right-of-Way" shall mean the right-of-way across the Trustee's parcel, more fully described on the Exhibit "A" attached hereto and made a part hereof and as set out and shown on the "FIRST AMENDED SITE DEVELOPMENT PLAN HALLER PROPERTY" recorded with the Lot Line Adjustment Deeds.
- 2. The Trustees reserve the right to subdivide the Trustee Lot into two separate lots pursuant to the Land Use Agreement by and among J. Alex Haller, Emily S. Haller, John Dunnegan Gottsch and Julia A. Haller Gottsch dated March 14, 1991 and recorded among the Land Records in **Liber SM No. 8739, folio 586**. In the event of such a subdivision, and unless and until all Owners agree otherwise, the then Right-of-Way Maintenance Expenses shall be allocated among the then Owner or Owners of any portion of the Original Tract in the proportion to which the number of Dwellings owned by such Owner or Owners bears to the total number of Dwellings on the Original Tract.
- 3. The provisions of the R/W Agreement as herein modified shall be deemed to be covenants running with the Land, and shall be binding upon the parties hereto and their respective successors, personal representative, heirs and assigns, and for the benefit of all future owners of any portion of the Original Tract.

WITNESS the hands and seals of the parties hereto as of the date and year first above written.

WITNESS:



 {SEAL}
_____ **EMILY S. HALLER, Trustee**

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 46156, p. 0268, MSA_CE62_46013. Date available 01/11/2022. Printed 01/31/2025.

Victoria

Victoria

Julia Allison Haller Gottsch {SEAL}

JULIA ALLISON HALLER
GOTTSCHE, Trustee

Victoria

Victoria

John Dunnegan Gottsch {SEAL}

JOHN DUNNEGAN GOTTSCHE

Victoria

Victoria

Julia A. Haller Gottsch {SEAL}

JULIA A. HALLER GOTTSCHE

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 10th day of October, in the year 2021, before me, the subscriber, a Notary Public, personally appeared Emily S. Haller, Trustee of the Haller Marital Trust, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Victoria M. Hu
NOTARY PUBLIC MARYLAND
Baltimore County
Victoria M. Hu

Notary Public

My Commission expires: 08/12/2023 Commission Expires: 8/12/2023

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 10th day of October, in the year 2021, before me, the subscriber, a Notary Public, personally appeared Julia Allison Haller Gottsch, Trustee of the Haller Marital Trust, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Victoria M. Hu
NOTARY PUBLIC MARYLAND
Baltimore County
Victoria M. Hu

Notary Public

My Commission expires: 08/12/2023 Commission Expires: 8/12/2023

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 46156, p. 0269, MSA_CE62_46013. Date available 01/11/2022. Printed 01/31/2025.

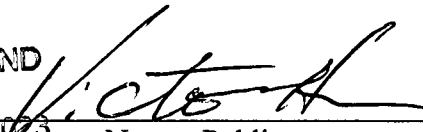
STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 10th day of October, in the year 2021, before me, the subscriber, a Notary Public, personally appeared John Dunnegan Gottsch, 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.

Victoria M. Hu
NOTARY PUBLIC MARYLAND
Baltimore County

Commission Expires: 8/12/2023



Notary Public

My Commission expires: 08/12/2023

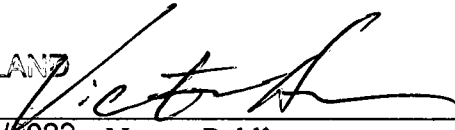
STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 10th day of October, in the year 2021, before me, the subscriber, a Notary Public, personally appeared Julia A. Haller Gottsch, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Victoria M. Hu
NOTARY PUBLIC MARYLAND
Baltimore County

Commission Expires: 8/12/2023



Notary Public

My Commission expires: 08/12/2023

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 46156, p. 0270, MSA_CE62_46013. Date available 01/11/2022. Printed 01/31/2025.



Description

20' Driveway Easement

Across Lot 2 of the Haller Property

Liber S.M. 8767, Folio 132

North of Glencoe Road

Baltimore County, Maryland

Beginning for the same at a point situate on the western side of a 20 foot use in common driveway easement as shown on the plat entitled "Minor Subdivision Plat, Haller Property" which plat is recorded among the Land Records of Baltimore County, Maryland as an attachment to deed recorded in Liber S.M. 8767, Folio 132, said point being situate at the beginning of the North 14 degrees 27 minutes 00 seconds West 59.15 foot line as shown on said plat; thence leaving said point of beginning, referring all courses and distances of this description to the Maryland Coordinate System (NAD 83/1991) and running with and binding on a portion of said easement as now described by Daft-McCune-Walker Inc. (1) North 22 degrees 45 minutes 03 seconds West 59.15 feet; thence (2) by a line curving to the left, having a radius of 297.00 feet, for a distance of 92.93 feet (the arc of said curve being subtended by a chord bearing of North 31 degrees 42 minutes 53 seconds West 92.55 feet); thence (3) by a line curving to the right, having a radius of 726.0 feet, for a distance of 77.21 feet (the arc of said curve being subtended by a chord bearing of North 37 degrees 37 minutes 56 seconds West 77.17 feet); thence (4) by a line curving to the right, having a radius of 159.92 feet, for a distance of 108.68 feet (the arc of said curve being subtended by a chord bearing of North 15 degrees 07 minutes 01 seconds West 106.60 feet); thence (5) North 04 degrees 21 minutes 06 seconds East 41.84 feet; thence (6) crossing said use in common easement North 70 degrees 17 minutes 55 seconds East 21.90 feet to intersect the east side of said use in common easement; thence (7) running with said east side of said easement South 04 degrees 21 minutes 06 seconds West 50.77 feet; thence (8) by a line curving to the left, having a radius of 139.92 feet, for a distance of 95.09 feet (the arc of said curve being subtended by a chord bearing of

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South 15 degrees 07 minutes 02 seconds East 93.27 feet); thence (9) by a line curving to the left, having a radius of 706.00 feet, for a distance of 75.08 feet (the arc of said curve being subtended by a chord bearing of South 37 degrees 37 minutes 56 seconds East 75.04 feet); thence (10) by a line curving to the right, having a radius of 317.00 feet, for a distance of 99.19 feet (the arc of said curve being subtended by a chord bearing of South 31 degrees 42 minutes 53 seconds East 98.79 feet); thence (11) South 22 degrees 45 minutes 03 seconds East 59.63 feet; thence (12) South 68 degrees 36 minutes 54 seconds West 20.00 feet to the point of beginning; containing 7,593 square feet or 0.174 acres, more or less, as now described by Daft-McCune-Walker, Inc. in September 2021.

September 23, 2021

Project No. 19040 (L19040-2)



A circular professional seal for Michael David Martin, a Professional Land Surveyor in the State of Maryland. The seal features the state coat of arms in the center, surrounded by the text "STATE OF MARYLAND" at the top and "MICHAEL DAVID MARTIN" at the bottom. Below the name, it says "PROFESSIONAL LAND SURVEYOR" and "No. 21234". A handwritten signature is written over the seal, and the date "9.29.21" is written below it.

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)

2

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments () Check Box if addendum Intake Form is Attached. Deed of Trust Mortgage Lease X Other R/W Amendment

2 Conveyance Type Check Box Improved Sale Arms-Length [1] Unimproved Sale Arms-Length [2] Multiple Accounts Arms-Length [3] Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable) Recordation State Transfer County Transfer

4 Consideration and Tax Calculations Consideration Amount Finance Office Use Only Transfer and Recordation Tax Consideration

5 Fees Amount of Fees Doc. 1 Doc. 2 Recording Charge \$ 20.00 Surcharge \$ 40.00

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) Doc. 2 - Grantor(s) Name(s) Emily S. Haller, Trustee

8 Transferred To Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) John Dunnegan Gottsch

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: Hal Resnick Firm: Homesale Settlement Services

11 Assessment Information Will the property being conveyed be the grantee's principal residence? Does transfer include personal property? Was property surveyed?

Space Reserved for County Validation

Assessment Use Only - Do Not Write Below This Line Terminal Verification Agricultural Verification Whole Part Tran. Process Verification Transfer Number Date Received: Deed Reference: Assigned Property No.:

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 46156, p. 0273, MSA_CE62_46013. Date available 01/11/2022. Printed 01/31/2025.