



# INGRESS & EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this 17<sup>th</sup> day of June, 2016, by and between Jarvis Steel & Lumber Co., Inc., as Trustee of NLF Dover Business Trust and Catonsville Homes, LLC (the "Contract Purchaser") (collectively, the "Grantor") and James B. Platt, III, as Trustee of the 10 Year Qualified Personal Residence Trust of James B. Platt, III Maryland Property FBO Mary Platt Cooper; James B. Platt, III, as Trustee of the 10 Year Qualified Personal Residence Trust of James B. Platt, III Maryland Property FBO Susan Platt Greene; Susan Platt Greene; and Mary Platt Cooper (collectively, the "Grantee").

WHEREAS, Grantee is the owner of the real property and improvements located immediately to the west of Dover Road in Baltimore County, Maryland and situate in Baltimore County, State of Maryland, and being known and designated as 12826 Dover Road, Reisterstown, Maryland 21136 (the "Platt Property") to which Grantee acquired fee simple title by:

- (i) Deed dated December 6, 2004, and recorded among the Land Records of Baltimore County in Liber No. 21101, folio 532, from James B. Platt, III to: James B. Platt, III as Trustee for the James B. Platt, III Revocable Trust;
- (ii) Deed dated September 30, 2007, and recorded among the Land Record of Baltimore County in Liber No. 26361, folio 618, from James B. Platt, III as Trustee for the James B. Platt, III Revocable Trust, to: James B. Platt, III, as Trustee of the 10 Year Qualified Personal Residence Trust of James B. Platt, III Maryland Property FBO Mary Platt Cooper; James B. Platt, III, as Trustee of the 10 Year Qualified Personal Residence Trust of James B. Platt, III Maryland Property FBO Susan Platt Greene; the 5 Year Qualified Personal Residence Trust of James B. Platt, III Maryland Property FBO Mary Platt Cooper; and the 5 Year Qualified Personal Residence Trust of James B. Platt, III Maryland Property FBO Susan Platt Greene;
- (iii) Deed dated October 15, 2012, and recorded among the Land Records of Baltimore County in Liber No. 33554, folio 001, from the 5 Year Qualified Personal Residence Trust of James B. Platt, III Maryland Property FBO Mary Platt Cooper to: Mary Platt Cooper;
- (iv) Deed dated October 15, 2012, and recorded among the Land Records of Baltimore County in Liber No. 33551, folio 006, from the 5 Year Qualified Personal Residence Trust of James B. Platt, III Maryland Property FBO Susan Platt Greene to: Susan Platt Greene;

LR - Agreement -  
Recording Fee 75.00  
Grantor/Grantee Name:  
Jarvis Steel & Lumber  
Co Inc  
Reference/Control #:  
LR - Agreement  
Surcharge 40.00  
Subtotal: 115.00  
Total: 115.00  
08/27/2016 10:08  
#84098821 CC03-01 -  
Baltimore  
County/CC03-01-04 -  
Register 04

Harbor City Research, Inc.  
201 N. Charles St., Suite 900  
Baltimore, MD 21201  
17298551 57905

(v) Confirmatory Deed dated March 17, 2015, and recorded among the Land Records of Baltimore County in Liber 35979, folio 1, from James B. Platt, III, as Trustee of the James B. Platt, III Revocable Trust, and James Platt, III, individually, to James B. Platt, III, as Trustee of: (A) the 5 Year Qualified Personal Residence Trust of James B. Platt III - Maryland Property FBO Mary Platt Cooper; (B) the 10 Year Qualified Personal Residence Trust of James B. Platt III - Maryland Property FBO Mary Platt Cooper; (C) the 5 Year Qualified Personal Residence Trust of James B. Platt III - Maryland Property FBO Susan Platt Greene; and (D) the 10 Year Qualified Personal Residence Trust of James B. Platt III - Maryland Property FBO Susan Platt Greene;

(vi) Confirmatory Deed dated March 23, 2015, and recorded among the Land Records of Baltimore County in Liber 35979, folio 8, from James B. Platt, III, as Trustee of the 5 Year Qualified Personal Residence Trust of James B. Platt III - Maryland Property FBO Mary Platt Cooper to Mary Platt Cooper; and

(vii) Confirmatory Deed dated March 23, 2015, and recorded among the Land Records of Baltimore County in Liber 35979, folio 15, from James B. Platt, III, as Trustee of the 5 Year QPRT FBO Susan Platt Greene to Susan Platt Greene.

WHEREAS, Grantor is the owner of three adjacent parcels of real property which are located immediately to the south of Deer Meadow Road and are adjacent to the northern and western boundaries of the Platt Property situate in Baltimore County, State of Maryland, and being known and designated as 2501, 2503 and 2505 Deer Meadow Road, Reisterstown, Maryland 21136 (collectively, the "Jarvis Property") to which Grantor acquired fee simple title by a Deed dated October 20, 2004 and recorded among the Land Records of Baltimore County in Liber No. 20921, folio 347, from Jarvis Steel & Lumber Company Inc.; and

WHEREAS, pursuant to a Settlement Agreement and Mutual Release between Grantor and Grantee and for other good and valuable consideration, the receipt of whereof is hereby acknowledged, Grantor desires to grant unto Grantee a perpetual easement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to Grantee, Grantee's heirs, personal representatives, successors and assigns, a perpetual easement for purpose of personal ingress and egress only from Dover Road to the northern and western boundaries of the Platt Property, upon portions of the Jarvis Property (the "Easement Area"), said Easement Area being described in the metes and bounds description contained in Exhibit 1, attached hereto and incorporated herein, and as depicted in the survey attached as Exhibit 2 which is incorporated herein. In the event of a conflict between Exhibit 1 and Exhibit 2, Exhibit 1 shall control.

2. The Easement Area shall be used solely for ingress and egress and shall not be used for any other purpose, including but not limited to parking, discarding landscaping spoils or refuse, or storage of any kind.

3. Grantee shall be responsible to maintain the Easement Area at all times in a neat and orderly condition, with all grass regularly mowed, vegetation regularly trimmed, free from any accumulation of debris, natural or unnatural, and ground reasonably level and free from ruts or depressions caused by Grantee's use of the Easement Area.

4. Grantee shall be responsible to promptly repair any damage of any kind, within the Easement Area or otherwise on the Jarvis Property, caused by Grantee's use, and Grantee shall indemnify Grantor against any damage, loss, or expense caused by Grantee's use.

5. Except as may be expressly permitted by a then-owner of the Jarvis Property, Grantee shall not enter upon or make any use of the Jarvis Property excepted as permitted by the easement granted.

6. Grantor has the right to enter upon the Easement Area at any time and for any purpose, provided that such does not unreasonably interfere with Grantee's use of the Easement Area for the purposes permitted.

7. The easement, agreements and restrictions described in this Agreement shall run with the land, shall create privity of contract and an estate within and between the parties hereto, and shall be binding upon and inure to the benefit of the parties, and their respective personal representatives, heirs, successors, assigns, lessees, and the future owners and lessees of Platt Property and Jarvis Property, and shall be perpetual.

8. The Contract Purchaser is executing this Agreement for the purpose of conveying whatever legal right, title and interest that Contract Purchaser may have in any portion of the Jarvis Property pertaining to the Easement Area, and for no other purpose.

This Ingress & Egress Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original when executed and delivered, but all of which taken together shall constitute one and the same instrument.

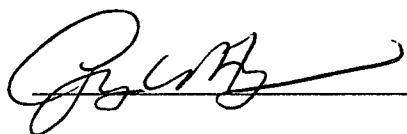
WITNESS, the hands and seals of the Grantor, Grantee, and Contract Purchaser, this day and year first written above.

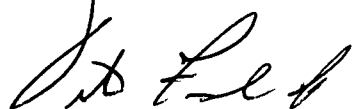
[Signatures follow on next page]

GRANTOR:

WITNESS:

Jarvis Steel & Lumber Co., Inc. as  
Trustee of NLF Dover Business Trust



By:  (SEAL)

Name: VICTOR FANK

Title: Pres


STATE OF Maryland

COUNTY OF Harford

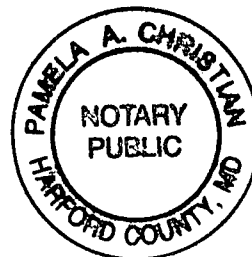
) TO WIT:

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of May, 2016, before me, the undersigned Notary Public of said State, personally appeared Victor Fank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that he acknowledged that he executed the same for the purpose therein contained and in the capacity therein stated, and that no consideration was or is to be paid for the transfer effected by this instrument.

WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: 2/10/2017



[Signatures follow on next page]

CONTRACT PURCHASER:

CATONSVILLE HOMES, LLC  
11175 Stratfield Court, 2<sup>nd</sup> Floor  
Marriottsville, Maryland 21104

WITNESS:

By: [Signature] (SEAL)  
Name: FRANK E. POTEYAN, II  
Title: MEMBER

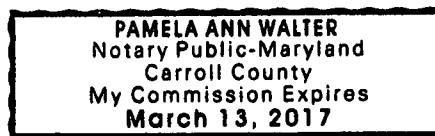
STATE OF MARYLAND )  
 ) TO WIT:  
COUNTY OF HOWARD )

I HEREBY CERTIFY, that on this 14<sup>th</sup> day of JUNE, 2016, before me, the undersigned Notary Public of said State, personally appeared FRANK E. POTEYAN, II, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that he acknowledged that he executed the same for the purpose therein contained and in the capacity therein stated, and that no consideration was or is to be paid for the transfer effected by this instrument.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: March 13, 2017



[Signatures follow on next page]

GRANTEE:

WITNESS:

10 Year Qualified Personal Residence Trust  
Of James B. Platt, III Maryland Property FBO  
Mary Platt Cooper

*Susan M. Lovley*  
Susan M. Lovley

By: *[Signature]* (SEAL)  
James B. Platt, III, Trustee

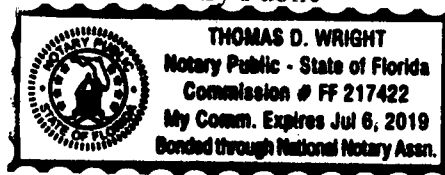
STATE OF Florida )  
COUNTY OF Monroe ) TO WIT:

I HEREBY CERTIFY that on April 29, 2016, 2016, before me, a Notary Public of the State aforesaid, personally appeared JAMES B. PLATT, III, as Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that he acknowledged that he executed the same for the purpose therein contained and in the capacity therein stated, and that no consideration was or is to be paid for the transfer effected by this instrument.

AS WITNESS my hand and official seal,

*Thomas D. Wright*  
Notary Public

My Commission Expires: 7/6/19



[Signatures follow on next page]

WITNESS:

10 Year Qualified Personal Residence Trust  
Of James B. Platt, III Maryland Property FBO  
Susan Platt Greene

Susan M. Lovley  
Susan M. Lovley

By: [Signature] (SEAL)  
James B. Platt, III, Trustee

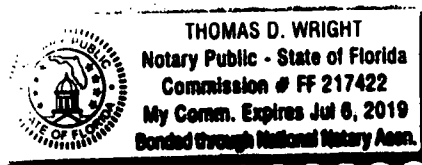
STATE OF Florida )  
COUNTY OF Monroe ) TO WIT:

I HEREBY CERTIFY that on April 29, 2016, before me, a Notary Public of the State aforesaid, personally appeared JAMES B. PLATT, III, as Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that he acknowledged that he executed the same for the purpose therein contained and in the capacity therein stated, and that no consideration was or is to be paid for the transfer effected by this instrument.

AS WITNESS my hand and official seal.

Thomas D. Wright  
Notary Public

My Commission Expires: 7/6/19



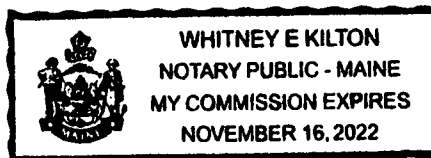
[Signatures follow on next page]

## WITNESS:

Karen GoodmanMary Platt Cooper (SEAL)STATE OF Maine  
COUNTY OF Knox ) TO WIT:

I HEREBY CERTIFY that on April 27, 2016, before me, a Notary Public of the State aforesaid, personally appeared MARY PLATT COOPER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that she acknowledged that she executed the same for the purpose therein contained and in the capacity therein stated, and that no consideration was or is to be paid for the transfer effected by this instrument.

AS WITNESS my hand and official seal.

Whitney E. Kilton  
Notary PublicMy Commission Expires: 11/16/2022

[Signatures follow on next page]



WITNESS:

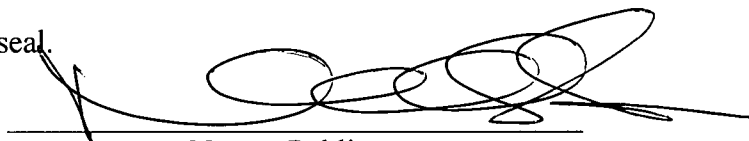
  (SEAL)  
Susan Platt Greene

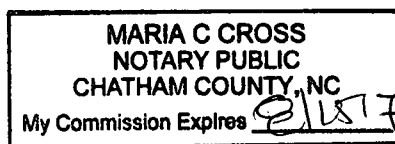
STATE OF NC  
COUNTY OF Orange ) TO WIT:

I HEREBY CERTIFY that on May 2nd, 2016, before me, a Notary Public of the State aforesaid, personally appeared SUSAN PLATT GREENE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that she acknowledged that she executed the same for the purpose therein contained and in the capacity therein stated, and that no consideration was or is to be paid for the transfer effected by this instrument.

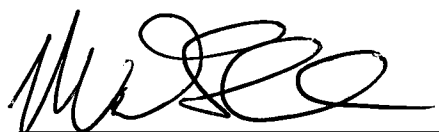
AS WITNESS my hand and official seal.

My Commission Expires: 8/15/17

  
Notary Public



This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

  
M. David Stallings  
Wes, Barton + Wilmer  
111 S. Calvert St, #1400  
Baltimore, MD 21202

# **kjWellsInc**

*Land Surveying, Site Planning & Landscape Architecture*

Telephone: (410) 592-8800  
Email: [kwells@kiwellsinc.com](mailto:kwells@kiwellsinc.com)

7403 New Cut Road  
Kingsville, Md. 21087-1132

April 9, 2016

## **Description of Ingress/Egress Easement through Lots 1, 2 and 3 of Nancy Lee Farms II Baltimore County Maryland 4<sup>th</sup> Election District**

***Beginning for the same*** at a point located in the centerline of Dover Road identified as point number 17 as shown on a Plat entitled Nancy Lee Farms II recorded among the Land Records of Baltimore County in Plat Book 77 folio 030, thence South 83 degrees 23 minutes 25 seconds West 37.86 feet to the point on the southwesternmost right of way line of said Dover Road and to the point of beginning; thence bounding along the southernmost side of Lot 1 as shown on the above mentioned Plat 1) *South 83 degrees 23 minutes 25 seconds West 233.09 feet* to a point identified as point number 18 as shown on said Plat; thence binding on the southeasternmost side of Lots 2 and 3 as shown on the aforementioned Plat 2) *South 7 degrees 16 minutes 35 seconds West 218.45 feet* to a point identified as point number 19 as shown on said Plat; thence binding on the southwesternmost side of Lot 3 3) *South 88 degrees 15 minutes 03 seconds West 15.19 feet*; thence for the creation of an Ingress/Egress Easement the six following courses and distances: 4) *North 7 degrees 17 minutes 35 seconds East 70.42 feet*; 5) *North 37 degrees 43 minutes 25 seconds West 7.07 feet*; 6) *North 7 degrees 17 minutes 35 seconds East 43.52 feet*; 7) *North 27 degrees 19 minutes 13 seconds East 29.18 feet*; 8) *North 7 degrees 17 minutes 35 seconds East 87.46 feet*; 9) *North 83 degrees 23 minutes 25 seconds East 234.93 feet* to intersect with the southwesternmost right of way line of said Dover Road; thence binding on southwesternmost right of way line of said Dover Road 10) *South 24 degrees 10 minutes 51 seconds East 15.73 feet* to the place of beginning. Containing 6,727 square feet or 0.1544 acres of land more or less as now surveyed by kjWellsInc in December of 2015 with the courses based on Geoid 12 of NAD 83.

***Being a portion of*** Lots 1, 2 and 3 as shown on a Plat entitled Nancy Lee Farms II recorded among the Land Records of Baltimore County in Plat Book 77 folio 030.

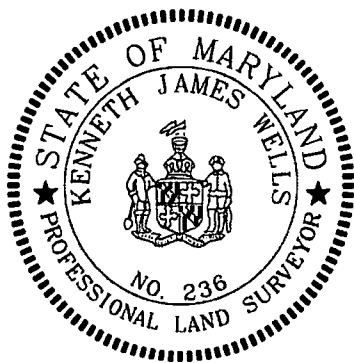
*Providing Professional Services in Maryland since 1984*



Page 1 of 2

The above described Ingress/Egress Easement is for the exclusive use and benefit of that land described in a Confirmatory Deed dated March 23, 2015 conveyed by James B. Platt, III Trustee unto Susan Platt Greene recorded among the Land Records of Baltimore County in Liber 35979 folio 015.

This description was prepared by Kenneth J. Wells, Professional Land Surveyor, Registration Number 236 with a current expiration date of June 11, 2017, and meets the requirements of Title 09.13.06.12 of the Annotated Code of Maryland.



*Kenneth J. Wells*

EXHIBIT 2

Survey

[See attached]

4849-8453-9696, v. 1



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)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.			
		Deed	Mortgage	Other	Other
		Deed of Trust	Lease	<input checked="" type="checkbox"/> EASE	
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) Cite or Explain Authority	Recordation	EASE MONT AGT		
		State Transfer			
		County Transfer			

Space Reserved for Circuit Court Clerk Recording Validation

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
		Purchase Price/Consideration	\$	Transfer Tax Consideration	\$
		Any New Mortgage	\$	X ( ) % =	\$
		Balance of Existing Mortgage	\$	Less Exemption Amount	\$
		Other:	\$	Total Transfer Tax	\$
		Other:	\$	Recordation Tax Consideration	\$
		Full Cash Value:	\$	X ( ) per \$500 =	\$
		TOTAL DUE		\$	
5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:
		Recording Charge	\$ 40.00	\$	Tax Bill:
		Surcharge	\$	\$	C.B. Credit:
		State Recordation Tax	\$	\$	Ag. Tax/Other:
		State Transfer Tax	\$	\$	
		County Transfer Tax	\$	\$	
		Other	\$	\$	
		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).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		2501-2505 DEER MEADOW RD						
		Other Property Identifiers (If applicable)						
		Water Meter Account No.						
		Residential <input 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						
If Partial Conveyance, List Improvements Conveyed:								

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		JARVIS STEEL LUMBER CO INC TR OF NLF DOVER BUSINESS TRUST CATONSVILLE HOMES LLC	
		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)
		JAMES B. PLATT JR TRUSTE 10 YEAR QUALIFIED PERSONAL RES TRUST SUSAN PLATT GREENE & MARY PLATT COOPER	
		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		<input type="checkbox"/> Return to Contact Person
		Name: MATT POTH		<input type="checkbox"/> Hold for Pickup
		Firm: HARBOR CITY RESEARCH Address: 211 N. CHARLES ST STE 900 BALTO MD 21201 Phone: 410 539 0700		<input type="checkbox"/> Return Address Provided

11	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									
Terminal Verification		Agricultural Verification		Whole		Part		Trans. Process Verification	
Transfer Number		Date Received:		Deed Reference:		Assigned Property No.:			
Year	20	20	Geo.	Map	Grid	Sub	Block		
Land			Zoning						
Buildings			Use	Parcel					
Total			Town Cd.						
REMARKS:									
TAX NOT REQUIRED									
DIRECTOR OF CLERK AND FINANCE, BALTIMORE COUNTY, MARYLAND									
COUNTY TRANSFER TAX									
ART 11 TITLE 3									
SUBTITLE 2, 11-3-202									
I.P. ART 12-108									
Date 6/27/25									

Space Reserved for County Validation