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THIS AGREEMENT, made this 24th day of February, 2011, by and between THOMAS FINNERTY and SARAH WESLEY NAYLOR-FINNERTY, his wife, parties of the first part, and KENNETH J. BURKE and MAGGIE C. BURKE, his wife, parties of the second part,

WHEREAS, the parties of the first part, by deed dated August 31, 1999, from Cassandra S. Naylor, recorded among the Land Records of Baltimore County, Maryland, in Liber SM 14006, folio 273 became owners of the westerly lot shown on the map or plat of survey by S. J. Martenet & Co. dated October 5, 1961, recorded with said deed, and

WHEREAS, the parties of the second part, by deed dated June 6, 2003 from Jervis Spencer Finney, recorded among the Land Records of Baltimore County, Maryland, in Liber SM 18265, folio 162 became owners of the easterly lot shown on the map or plat of survey by S. J. Martenet & Co. dated October 5, 1961, recorded with said deed, and

WHEREAS, said Jervis Spencer Finney granted unto Predecessors in Title the permanent and perpetual right of ingress and egress over the road known as Stewart Road, extending easterly along and through the south end of both of said lots to Park Heights Avenue, and

WHEREAS, in April 1962 a driveway was constructed from the dwelling house then-recently constructed on said easterly lot, which driveway extends over the joint boundary of the two lots and joins the driveway extending southerly from the existing dwelling house on the westerly lot to the said Stewart Road.

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NOW, THEREFORE, in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties of the first part hereby grant unto the parties of the second part, their heirs, personal representatives and assigns, and their respective invitees and licensees, a perpetual easement by vehicles and pedestrians in, over, and across that portion of the driveway on the westerly lot owned by said parties of the first part for ingress and egress between the dwelling house on the easterly lot and Stewart Road.

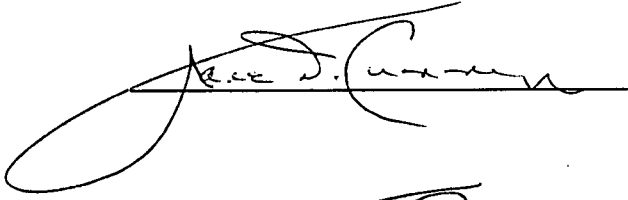
The easement hereby granted shall run with the land and is binding upon and inures to the benefit of the parties hereto, their heirs, personal representatives, and assigns in perpetuity. The parties hereto (each an "Indemnitor") will defend and indemnify the other (each an "Indemnitee") and save the Indemnitee harmless from and against any and all claims, actions, demands, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, bodily injury, or damage to property arising from, related to, or in connection with the use of the subject portion of the driveway by the Indemnitor and its invitees and licensees, excepting, however, from the foregoing any such claims, actions, demands, liabilities, and expenses with respect to the matters described above caused by the intentional misconduct of the Indemnitee.


[SIGNATURE PAGE FOLLOWS]

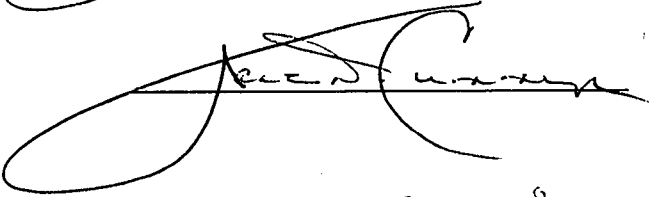
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WITNESS the hands and seals of the parties hereto the day and year first above written.

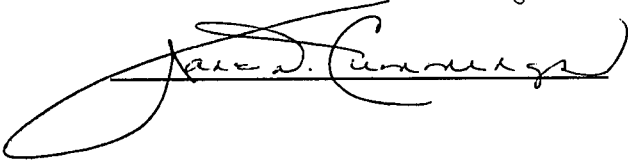
WITNESS:



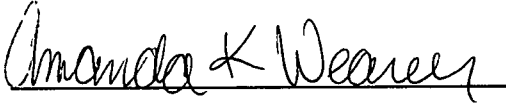
 (SEAL)
Thomas Finnerty



 (SEAL)
Sarah Wesley Naylor-Finnerty



 (SEAL)
Kenneth J. Burke



 (SEAL) 2/14/2011
Maggie C. Burke

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STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15th day of February, 2011, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas Finnerty and Sarah Wesley Naylor-Finnerty, his wife, named in the foregoing agreement and acknowledged the same to be their act.

WITNESS my hand and Notarial Seal.

Barbara J. Sellman
Notary Public

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15th day of February, 2011, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kenneth J. Burke and acknowledged the same to be his act.

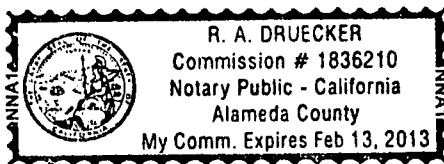
WITNESS my hand and Notarial Seal.

Barbara J. Sellman
Notary Public

CALIFORNIA
STATE OF ~~MARYLAND~~, CITY/COUNTY OF SAN FRANCISCO, TO WIT:

I HEREBY CERTIFY that on this 14 day of February, 2011, before me, the subscriber, a Notary Public of the State of ~~Maryland~~, personally appeared Maggie C. Burke and acknowledged the same to be her act. CALIFORNIA

WITNESS my hand and Notarial Seal.



R. A. Druecker
Notary Public

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CONSENT BY MORTGAGEE

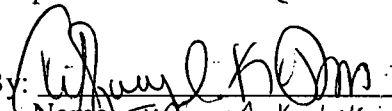
See Maryland Deed of Trust dated April 8, 2005 and recorded among the Land Records of Harford County in Book S.M. 21935, page 283, as amended by Home Equity Line of Credit Deed of Trust Modification Agreement dated April 22, 2009 and recorded among the Land Records of Harford County in Book S.M. 28093, page 39 (hereinafter, together, the "Deed of Trust"). The undersigned, Beneficiary under the Deed of Trust, agrees to the grant of the easement created by this Agreement and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of this Agreement.

WITNESS:

BENEFICIARY:

MANUFACTURERS AND TRADERS
TRUST COMPANY, a New York Banking
Corporation



By:  (SEAL)
Name: Tiffany A. Kisloski
Title: Assistant Vice President

STATE OF NEW YORK, CITY/COUNTY OF ERIE, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of February, 2011, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared Tiffany A. Kisloski, and acknowledged himself/herself to be Assistant Vice President of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York Banking Corporation, and acknowledged that he/she, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, in the aforementioned capacity.

IN WITNESS MY Hand and Notarial Seal.

 (SEAL)
NOTARY PUBLIC

My Commission Expires:

TRACI L. STABLER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/19/2011

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)

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FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
BAG3 Rct # 70964
JS Blk # 1446
Mar 15, 2011 11:25 am

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.)			
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage Lease	<input checked="" type="checkbox"/> Other Agreement	<input type="checkbox"/> Other POA
2	Conveyance Type Check Box	<input checked="" 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	Recordation State Transfer County Transfer			

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: Tax Bill: C.B. Credit: Ag. Tax/Other:
		Recording Charge	\$ 20.00	\$	
		Surcharge	\$ 20.00	\$	
		State Recordation Tax	\$	\$	
		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	
		03	03-06-020026	18265/162				
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		4028 Stewart Road, Stevenson, MD 21153						
		Other Property Identifiers (if applicable)						
		Water Meter Account No.						
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: N/A						
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: N/A						
		If Partial Conveyance, List Improvements Conveyed: N/A						

7	Transferred From	Doc. 1 – Grantor(s) Name(s)		Doc. 2 – Grantor(s) Name(s)	
		Thomas Finnerly			
		Sarah Wesley Naylor-Finnerly			
		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)	
		Kenneth J. Burke			
		Maggie C. Burke			
New Owner's (Grantee) Mailing Address					
4028 Stewart Road, Stevenson, MD 21153					

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 checked="" type="checkbox"/> Return to Contact Person
		Name: rsainz		<input type="checkbox"/> Hold for Pickup
		Firm: Continental Title Group		<input type="checkbox"/> Return Address Provided
		Address: 1500 Whetstone Way, #T-100 Baltimore, MD 21230 Phone: ()		

11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER			
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?		
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify:		
		<input type="checkbox"/> Yes <input checked="" 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							
Terminal Verification		Agricultural Verification		Whole		Part	
Transfer Number		Date Received:		Deed Reference:		Assigned Property No.:	
Year	20	20	Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Ex. St.	Ex. Cd.			
REMARKS:							
Director of Budget and Finance BALTIMORE COUNTY, MARYLAND							
CITY TRANSFER TAX							
Per: [Signature] ART 11 TITLE 3							
SUBTITLE 2-11-5-202							
RECORDATION TAX							

Distribution: ☐ Clerk's Office ☐ SDAT ☐ T.P. ART 12-108 CC-300 (5/2007)

Date: 3/15/11

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