

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 11463, p. 0021, MSA_CE62_11318. Date available 09/09/2005. Printed 12/1

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 20th day of February, 1996, by and between DAVID L. BROOKS (hereafter "Brooks") and DONALD M. KIRSON and TAMARA R. KIRSON (hereafter "Kirson").

IMP. FD. SURE & RECORDING FEE 2.00
TOTAL 75.00
Res# BARG Rpt # 16854 77.00
SM SM Bk # 720
Mar 05, 1996 02:19 PM

EXPLANATORY STATEMENT

A. Brooks is the owner of a certain parcel of real property ("Property") located in Baltimore County, Maryland containing 42.84 acres, more or less, which Property is currently improved by a residential dwelling and is more particularly described as Lot 2 on that Plat titled "Plat of Montmorenci" attached as Exhibit "A" to that Deed dated July 31, 1988 and recorded among the Land Records of Baltimore County at S.M. Liber No. 8238, page 739, pursuant to which Brooks obtained legal title to the Property.

B. Brooks and Daniel B. Brooks have this day granted and conveyed to Kirson a portion of the Property (which portion contains 22.5+ acres, more or less) and an adjacent one acre tract (which is improved by a residential dwelling) (hereafter referred to collectively as the "Kirson Lot") pursuant to a Deed intended by the parties to be recorded simultaneously herewith. [Hereafter the portion of the Property retained by Brooks (containing 20.28± acres) following the conveyance of the Kirson Lot shall be referred to as the "Brooks Lot" and the Brooks Lot and the Kirson Lot may be referred to individually as "Lot" and collectively as "Lots".]

ELVI
76-1-E

AMERICAN TITLE GUARANTEE CORPORATION
5 LIGHT STREET
SUITE 1000
BALTIMORE, MARYLAND 21202
PC-1342

RECEIVED FOR TEAM
State of Maryland
Assessor
for Baltimore County
3-1-96

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY MARYLAND
Per Mary Hob
Authorized Signature

C. The residential dwellings located on the Brooks Lot and the Kirson Lot are served by a series of driveways. All ingress and egress to and from the Brooks Lot, the Kirson Lot and Worthington Avenue is currently provided through one driveway which is divided by a property line which serves as one of the boundary lines between the Brooks Lot and the Kirson Lot.

D. In addition, a portion of one of the driveways which remains on that part of the Brooks Lot which is not being conveyed to Kirson (i) serves as Brooks' sole means of ingress and egress to the dwelling on the Brooks Lot; and (ii) serves as a secondary means of ingress and egress to the dwelling and other buildings located on the Kirson Lot. [For purposes of this Agreement, the portions of the driveways described in Paragraph C above and this Paragraph D shall be (iii) designated with a crosshatch on that plat dated January 30, 1996 as prepared by A.L. Snyder Surveyor, Inc. ("Plat") attached hereto as Schedule "A"; and (iv) hereafter be referred to as "Common Driveway". The portion of the Common Driveway located on the Brooks Lot may hereafter be referred to as the "Brooks Easement Roadway" and the portion of the Common Driveway located on the Kirson Lot may hereafter be referred to as the "Kirson Easement Roadway".]

E. The parties hereto desire to enter into this Agreement in order to evidence their desire and consent to share the use of the Common Driveway, as more particularly set forth hereafter.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows.

1. Grant of Easement over Brooks Easement Roadway. Brooks does hereby establish, create, grant, bargain, sell and convey to and for the benefit of Kirson (their assigns, the survivor of them and said survivor's heirs, personal representatives and assigns) a non-exclusive easement, license, right and privilege on, in, over and across the Brooks Easement Roadway for the purposes of (i) vehicular and pedestrian ingress and egress to and from the Kirson Lot and Worthington Avenue, and (ii) temporary parking along the side of the driveway located within the Brooks Easement Roadway (provided such parking is located within the boundary of the Brooks Easement Roadway and does not impede vehicular ingress and egress over the driveway). Brooks hereby reserves for himself, his heirs and assigns, all rights as owner of the fee simple interest in the Brooks Easement Roadway subject to the rights and easements granted to Kirson in this Agreement.

2. Grant of Easement over Kirson Easement Roadway. Kirson does hereby establish, create, grant, bargain, sell and convey to and for the benefit of Brooks (his heirs, personal representatives and assigns) a non-exclusive easement, license, right and privilege

on, in, over and across the Kirson Easement Roadway for the purposes of vehicular and pedestrian ingress and egress to and from the Brooks Lot and Worthington Avenue. Kirson hereby reserves for themselves, their heirs and assigns, all rights as owner of the fee simple interest in the Kirson Easement Roadway subject to the rights and easements granted to Brooks in this Agreement.

3. Repair and Maintenance of Common Driveway. The parties acknowledge and agree that the Common Driveway is a dirt and/or stone crusher run driveway and is not now improved with a hard surface. Kirson shall have the right, at their expense, to repair and maintain the Brooks Easement Roadway, including the right to remove snow and debris therefrom. Brooks shall have the right, at his expense, to repair and maintain the Kirson Easement Roadway, including the right to remove snow and debris therefrom.

Kirson shall not have any right, without the prior written consent of the owner of the Brooks Lot, to construct any improvements (including a hard surface roadway) on the Brooks Easement Roadway. Brooks shall not have any right, without the prior written consent of the owner of the Kirson Lot, to construct any improvements (including a hard surface roadway) on the Kirson Easement Roadway.

The owner of each Lot, at such Lot owner's expense, shall have the absolute right, without the consent of the owner of the other

Lot, to construct any and all improvements (including a hard surface roadway) on that portion of the Common Driveway which is located on their Lot, provided that such improvements do not impede the use and enjoyment of the rights and easements provided for in this Agreement. It is further understood and agreed that each Lot owner shall be solely responsible for satisfying all obligations to repair and maintain that portion of his or her driveway which does not fall within the definition of Common Driveway as set forth above.

4. Use of Common Driveway. The Common Driveway shall at all times be kept open for the purposes described in paragraphs 1 and 2 above. The rights and obligations as set forth in this Agreement shall run with and bind the Brooks Lot and the Kirson Lot and shall inure to the benefit of and be binding upon the parties hereto, and their personal representatives, heirs and assigns. The employees, agents, representatives, successors, assigns, tenants, guests and invitees of the current and future owners of the Brooks Lot and the Kirson Lot (together with the guests and invitees of any such tenants) shall be entitled to the use and benefit of the rights and easements herein granted, provided, however, parking along the Brooks Easement Roadway shall be limited to those circumstances where large numbers of people are visiting the Kirson Lot for a short period of time. In no event shall anyone utilize the Brooks Easement Roadway area for parking on anything more than an infrequent basis.

5. Term. The term of this Agreement shall be in perpetuity unless this Agreement is sooner terminated by a mutual written agreement which is duly executed by all of the then owners of the Brooks Lot and Kirson Lot and recorded among the Land Records of Baltimore County.

6. Arbitration. All claims and disputes relating to this Agreement shall be subject to arbitration at the option of either the then owner of the Brooks Lot or the Kirson Lot in accordance with the Arbitration Rules of the American Arbitration Association. Written notice of demand for arbitration shall be filed with the other party to this Agreement and with the American Arbitration Association, within a reasonable time after the dispute has arisen.

7. Personal Liability. Each party to this Agreement shall be personally liable for the performance of only those obligations undertaken by the party hereunder or otherwise arising during the period of time that the party is the legal owner of one of the Lots. It is the intention and understanding of the parties hereto that subsequent to the transfer and conveyance of a Lot, (i) the assignee who takes title to the Lot shall thereafter become liable for the obligations provided for herein (and be entitled to exercise the rights and privileges provided for herein); and (ii) the personal liability of the assignor of the Lot shall terminate as of the date of such transfer and conveyance. Any liability of

a party under this Agreement shall not constitute a lien on the Lot owned by such party.

8. Miscellaneous. Any purchaser, mortgagee, assignee, trustee or beneficiary under any instrument of conveyance or decree of Court of all or any part of or any interest in any of the Lots, including any purchaser at a foreclosure or trustee's sales, shall take title subject to and with the benefit of the easements, covenants and obligations herein granted and imposed in and for the benefit of any such Lot, and the easements, covenants and obligations herein granted and imposed shall not be discharged or extinguished by the foreclosure of any mortgage, deed of trust or other lien affecting any of the Lots or by any trustee's sale thereof; provided, however that no purchaser, mortgagee, assignee, trustee or beneficiary shall have any personal liability for any obligations under this Agreement except for those obligations which arise during the period any such purchaser, mortgagee, assignee, trustee or beneficiary is the legal owner of one of the Lots.

This Agreement contains the full and complete agreement as between the parties hereto with respect to the use, repair and maintenance of the Common Driveway and the parties hereto shall not be bound by any terms, conditions, statements or representations, whether oral or written, which are not herein contained. This Agreement may only be amended by a mutual written agreement duly executed by all of the then owners and lienholders of the Brooks

Lot and the Kirson Lot and recorded among the Land Records of Baltimore County. Except as especially provided in this Agreement, nothing in this Agreement shall be construed as a grant or relinquishment by any of the parties hereto of the rights of the management or control that they may have over their respective Lot. This Agreement is entered into in the State of Maryland and shall be governed and interpreted in accordance with the laws and court decisions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

WITNESS:

Marian L. Karwatt
MARIAN L. KARWATT

David L. Brooks (SEAL)
DAVID L. BROOKS

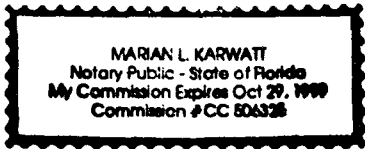
STATE OF FLORIDA, COUNTY OF Duval Beach, to wit:

I HEREBY CERTIFY, that on this 22nd day of February, 1996, before me, the undersigned Notary Public of said State, personally appeared DAVID L. BROOKS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the foregoing Driveway Use and Maintenance Agreement for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Marian L. Karwatt
Notary Public
MARIAN L. KARWATT

My Commission Expires: _____



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Donald M. Kirson (SEAL)
DONALD M. KIRSON

Tamara R. Kirson (SEAL)
TAMARA R. KIRSON

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

I HEREBY CERTIFY that on this 21st day of Feb, 1996, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared DONALD M. KIRSON and TAMARA R. KIRSON, known to me (or satisfactorily proven) to be the persons described in the foregoing instrument, and acknowledged and they executed the foregoing Driveway Use and Maintenance Agreement for the purposes therein contained.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: 12/1/97

HENRY I. LOUIS
NOTARY PUBLIC
BALTIMORE CO., MD.

This document was prepared by me personally according to practice before the Court of Records of the State

Henry I. Louis
HENRY I. LOUIS, Notary Public

JOINDER AND CONSENT OF TRUSTEES

DONALD J. TRUFANT and SCOTT H. KRIEGER, Trustees for the benefit of Mercantile-Safe Deposit & Trust Company ("Beneficiary") as named in the following four instruments:

i) Amended and Restated Deed of Trust from David L. Brooks dated October 24, 1995 and recorded among the Land Records of Baltimore County ("Land Records") in Liber S.M. No. 11281 page 444;

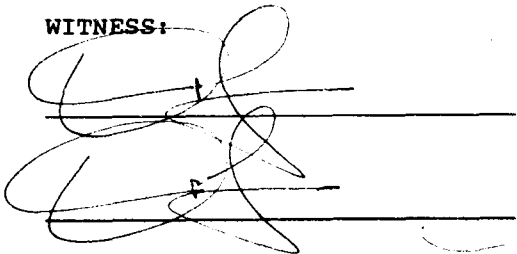
ii) Deed of Trust from David L. Brooks dated October 24, 1995 and recorded among the Land Records in Liber S.M. No. 11281 page 465;

iii) Indemnity Deed of Trust from David L. Brooks dated October 24, 1995 and recorded among the Land Records in Liber S.M. No. 11281 page 494; and


iv) Indemnity Deed of Trust from Daniel B. Brooks dated October 24, 1995 and recorded among the Land Records in Liber S.M. No. 11281 page 612,

hereby join in the aforesaid Driveway Easement Agreement for the sole purpose of expressing consent thereto and subordinating the aforesaid four Deeds of Trust and their interests in any portion of the Brooks Lot (as defined in the foregoing Agreement) to the terms thereof.

WITNESS:



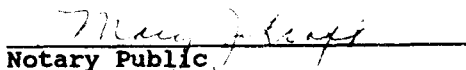

DONALD J. TRUFANT (SEAL)


SCOTT H. KRIEGER (SEAL)

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

THIS IS TO CERTIFY that on this 14 day of January, 1996, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared DONALD J. TRUFANT and SCOTT H. KRIEGER and known to me (or satisfactorily proven) to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated for the purposes therein contained.

AS WITNESS my hand and notarial seal.


Notary Public

My Commission Expires: 7-1-97

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011463.062

A. L. Snyder

Surveyor, Inc.

1911 Hanover Pike

Hampstead, Maryland 21074

(410) 239-7744

Brooks Easement Roadway

(410) 374-9695

February 3, 1996

An easement herein referred to as "Brooks Easement Roadway" described as follows:

Beginning for the same in the N 8° 30' 50" W 168.86 feet line between Parcel "A" and Parcel "B" as shown on the attached plat of "Montmorenci" distant S 8° 30' 50" E 130.82 feet from a steel bar and cap set at the end thereof and running thence through the Brooks Lot, the following six courses and distances,

- 1.) S 74°14' 36" W 99.94 feet, thence
- 2.) by a line curving to the left having a radius of 123.56 feet, for a distance measured along the arc of 131.68 feet, which arc is subtended by a chord bearing S 43° 42' 47" W 125.54 feet, thence
- 3.) S 13° 10' 59" W 150.79 feet, thence
- 4.) N 69° 58' 47" W 18.58 feet, thence
- 5.) S 21° 48' 32" W 25.00 feet, thence
- 6.) N 81° 59' 25" W 50.31 feet to intersect the first or N 21° 45' 00" W 1318.96 feet line of that tract of land which was conveyed by The Maryland Title Guarantee Company to David L. Brooks by deed dated July 31, 1989 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M.

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8238 folio 739 etc., 13.00 feet from the beginning thereof, thence running reversely with and binding thereon,

7.) S 21° 45' 00" W 13.00 feet to the beginning thereof and to the centerline of Worthington Avenue, thence with the centerline of Worthington Avenue and reversely with and binding on the eighth and part of the seventh lines of Brooks, the following two courses and distances,

8.) S 68° 11' 28" E 48.845 feet, thence

9.) by a line curving to the left, having a radius of 1030.00 feet, for a distance, measured along the arc of 11.45 feet, which arc is subtended by a chord bearing S 68° 30' 34" E 11.45 feet to the beginning of the N 67° 47' 36" E 52.65 feet line between Parcel "A" and Parcel "B" as shown on the aforementioned plat of "Montmorenci", thence running with and binding thereon,

10.) N 67° 47' 36" E 52.65 feet and thence with a part of the N 20° 01' 13" E 232.48 feet line between Parcel "A" and Parcel "B",

11.) N 20° 01' 13" E 14.89 feet, thence running through the Brooks Lot, the following four courses and distances,

12.) N 69° 58' 47" W 10.15 feet, thence

13.) N 13° 10' 59" E 153.19 feet, thence

An easement herein referred to as "Kirson Easement Roadway", as shown on the attached plat entitled "Roadway Easements for the Brooks and Kirson Lots" and described as follows:

Beginning for the same in the centerline of Worthington Avenue at the beginning point of the hereindescribed Parcel "A" and also in the seventh or 92.03 feet line of that tract of land which was conveyed by the Maryland Title Guarantee Company to David L. Brooks by deed dated July 31, 1989 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 8238 folio 739 etc., 11.45 feet short of the end thereof, thence running with and binding on the first

or N 67° 47' 36" E 52.65 feet line of the hereindescribed Parcel "A",

1.) N 67° 47' 36" E 52.65 feet to a pk nail now set in a macadam driveway, thence

2.) S 20° 01' 13" W 35.43 feet to the centerline of Worthington Avenue and to intersect the aforementioned seventh line of Brooks and also the eleventh, last or 80.58 feet line of the hereindescribed Parcel "A", thence running with and binding thereon and with the said seventh line of Brooks and the centerline of Worthington Avenue,

3.) by a line curving to the right, having a radius of 1030.00 feet, for a distance measured along the arc of 38.99 feet, which arc is subtended by a chord bearing N 69° 54' 47" W 38.99 feet to the place of beginning.

Designated as "Kirson Easement Roadway" on the attached plat entitled "Roadway Easements for the Brooks and Kirson Lots" and shown thus 