

PIPE EASEMENT AGREEMENT

THIS PIPE EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 31st day of February, 1996, by and between DAVID L. BROOKS (hereafter "Brooks") and DONALD M. KIRSON and TAMARA R. KIRSON (hereafter "Kirson").

EXPLANATORY STATEMENT

A. Brooks is the owner of a certain parcel of improved 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.

THE FT. SURE \$ 2.00
RECORDING FEE 75.00
TOTAL 77.00
Rest BARG Recd \$ 16854
SM SM Bk # 721
Mar 05 1996 08:28 PM

B. Brooks is also the owner of a certain parcel of unimproved real property ("Spring Property") located in Baltimore County, Maryland to the south of the Property containing 3.34 acres, more or less, which currently serves as an off-site supply of non-potable water to the Property. The Spring Property and the rights, obligations and limitations of Brooks regarding the off-site water supply are as more particularly described and set forth in that Deed dated October 7, 1988 and recorded among the Land Records of Baltimore County in S.M. Liber No. 8238, page 755.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 11463, p. 0036, MSA_CE62_11318. Date available 09/09/2005. Printed 12/11

AGRICULTURAL TRANSFER TAX
DATE 3-1-96

AMERICAN TITLE GUARANTEE CORPORATION
5 LIGHT STREET
SUITE 1000
BALTIMORE, MARYLAND 21202
Be 13192

State of Maryland
Assessors & Taxpayers
for Baltimore County
Date 3-1-96

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY MARYLAND
Per May Hill
Authorized Signature

Date 3/1/96 Sec. 33-139 ^{ops}

Article 1

C. 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".]

D. The water from the Spring Property flows through the Property through a series of underground pipes which enter the Property at a point on Worthington Avenue. Within the Property, the pipes cross the Kirson Lot and enter the Brooks Lot. The flow of water from the Spring Property serves as a source of water supply for a pond currently located on the Brooks Lot. A plat of the Property showing the approximate location of the underground pipes is attached hereto as Exhibit 1. [Hereafter, the portion of the underground water pipe system which is located on the Kirson Lot shall be referred to as "Pipes".]

E. The parties hereto desire to enter into this Agreement in order to provide for an easement from Kirson to Brooks with respect to the water pipes located on the Kirson Lot.

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 Kirson Lot. 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 that portion of the Kirson Lot where the Pipes are currently located sufficient to enable the owner of the Brooks Lot to inspect, repair, re-lay and otherwise maintain the underground Pipes on and through the Kirson Lot so as to enable the owner of the Brooks Lot to maintain an uninterrupted flow of water from the Spring Property to the Brooks Lot. The easement, license, rights and privileges established, granted and conveyed hereunder shall (i) include a right of access over the Kirson Lot sufficient to enable the owner of the Brooks Lot to exercise his rights hereunder; and (ii) shall be governed by and utilized subject to the following limitations and restrictions:

a) All work to be performed on the Pipes shall (1) be completed within ten (10) days of its commencement; (2) shall not interfere with the utilization of the Kirson Lot; (3) be conducted so that large machinery and equipment is removed from the Kirson

Lot at the end of each work day; (4) be limited so as not to either enlarge the scope or change the location of the easement and rights granted hereunder; (5) be performed during normal business hours; and (6) be performed by contractors who have delivered to Kirson prior to any entry onto the Kirson Lot an insurance certificate evidencing that such contractor has in place a minimum of \$500,000 worth of liability insurance coverage and worker's compensation insurance (as required by Maryland law).

b) The owner of the Brooks Lot shall use their best efforts to limit their entries onto the Kirson Lot hereunder (unless the prior consent of the owner of the Kirson Lot is first obtained with respect to additional entries) to (1) six (6) entries during every twelve month period for purposes of inspecting the Pipes; and (2) one (1) entry during every twelve month period for purposes of performing, conducting and/or constructing repairs, maintenance and improvements to the Pipes.

c) The owner of the Brooks Lot (and their agents and contractors) shall not come within one hundred (100) feet of the main house on the Kirson Lot unless (1) necessary to repair or maintain the Pipes; or (2) the consent of the owner of the Kirson Lot is first obtained.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 11463, p. 0040, MSA_CE62_11318, Date available 09/09/2005. Printed 12/1

d) The owner of the Brooks Lot shall limit their entries onto the Kirson Lot hereunder to (1) that ground over which the Pipes are located; (2) on five (5) feet of either side of the Pipes; (3) to the driveways located on the Kirson Lot; and (4) and such other portions of the Kirson Lot which the owner of the Kirson Lot have granted permission to enter. Notwithstanding the foregoing, the owner of the Brooks Lot shall not be deemed to be in violation of this Agreement in the event that, in order to effect repairs or maintenance to the Pipes, such owner must utilize equipment the size and nature of which is such that he is unable, despite his best efforts, to remain within the areas described in this subsection (d).

e) The owner of the Brooks Lot shall notify the owner of the Kirson Lot prior to every entry onto the Kirson Lot in furtherance of the rights granted hereunder and the owner of the Kirson Lot shall have the right to postpone for a reasonable period the timing of Brooks' exercise of his rights hereunder if such exercise would result in an undue hardship for the owner of the Kirson Lot.

Kirson hereby reserves for themselves, their heirs and assigns, all rights as owner of the fee simple interest in the Kirson Lot (including that portion of the Kirson Lot where the Pipes are located) subject to the rights and easements granted to Brooks in this Agreement.

2. Indemnification Obligation. The then owner of the Brooks Lot shall pay and be responsible for and indemnify the owner of the Kirson Lot from and against the cost of any and all damages to the Kirson Lot resulting from (i) the entries onto the Kirson Lot by the then owner of the Brooks Lot (his agents, contractors and employees) in exercise of the rights and privileges granted hereunder (including, but not limited to, the restoration to its prior condition of the surface of any ground disturbed by such entries); and (ii) the existence of the Pipes on the Kirson Lot [except for losses and damages to the extent resulting from the act or failure to act of the owner of the Kirson Lot (their agents, contractors and employees) for which the owner of the Brooks Lot shall not be responsible]. The owner of the Kirson Lot shall provide the owner of the Brooks Lot with written notice of any and all damages referred to in this Section 2 and the owner of the Brooks Lot shall have thirty (30) days thereafter to cure and remedy the problem described in such notice before the owner of the Kirson Lot shall be entitled to indemnification hereunder.

3. Emergency Repairs. Kirson shall notify Brooks upon his discovery of any damage to the Pipes or any water leaking therefrom. Should any such damage threaten any of the improvements or other property on the Kirson Lot and Brooks shall not commence necessary repairwork promptly following receipt of notice, then the owner of the Kirson Lot shall have the right to access the Pipes to make emergency repairs thereto sufficient to stop the potential

water damage to Kirson's property. The owner of the Brooks Lot shall indemnify Kirson for those costs and expenses incurred by Kirson to make the foregoing repairs as provided for in Section 2 above.

4. No Permanent Improvements. Kirson covenants and agrees not to construct any new permanent improvements (including garages, sheds, barns, dwellings and the like) or to construct any additions or extensions to any existing buildings or dwellings on the Kirson Lot, in each of the foregoing instances over the portion of the Kirson Lot on which the Pipes are located or which would in any way interfere with the rights of the owner of the Brooks Lot as provided for herein; PROVIDED, HOWEVER, that Kirson shall have the right to construct such improvements, additions and/or extensions so long as Kirson, at their sole cost and expense, shall first relocate the Pipes elsewhere on the Kirson Lot to an underground depth and otherwise in a manner and location such that (i) the quality of water flowing from the Spring Property to the Brooks Lot is not adversely affected; and (ii) the quantity of water flowing from the Spring Property remains sufficient to keep the pond on the Brooks Lot filled.

5. 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.

6. Term. The term of this Agreement shall be in perpetuity unless this Agreement is sooner terminated (i) 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; or (ii) in the event that the owner of the Brooks Lot stops using the Spring Property as a source of water supply for three consecutive years.

7. 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.

8. Miscellaneous. Any purchaser, mortgagee, assignee, trustee or beneficiary under any instrument of conveyance or decree

(11)

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.

This Agreement contains the full and complete agreement as between the parties hereto with respect to the use, repair and maintenance of the underground water pipes located on the Kirson Lot 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 NEXT PAGE

WITNESS:

Marian L. Karwatt
MARIAN L KARWATT

David L. Brooks (SEAL)
DAVID L. BROOKS

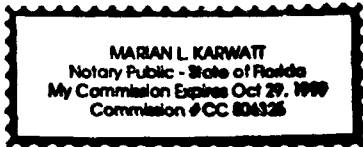
STATE OF FLORIDA, COUNTY OF Palm Beach, to wit:

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 Easement Agreement for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Marian L. Karwatt
Notary Public
MARIAN L KARWATT

My Commission Expires: _____



WITNESS:

Donald M. Kirson (SEAL)
DONALD M. KIRSON

_____ (SEAL)
TAMARA R. KIRSON

STATE OF MARYLAND, CITY/COUNTY OF W.C., to wit:

I HEREBY CERTIFY that on this 27 day of July, 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 Easement Agreement for the purposes therein contained.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: 12/19/97

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

THIS DOCUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEYS WHO IS ADMITTED TO PRACTICE LAW BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

Keith E. Roward
KEITH E. ROWARD

011463.048

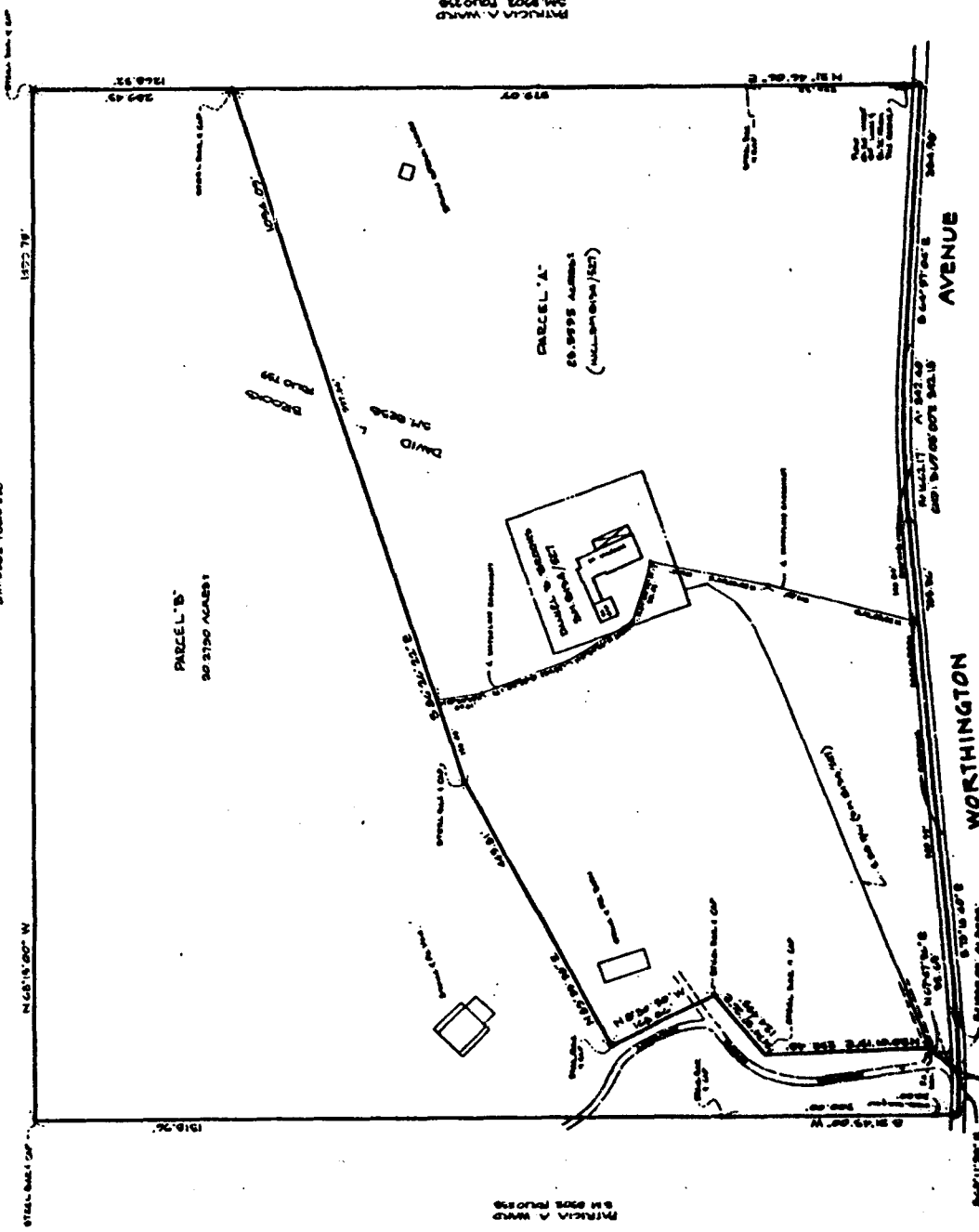
An easement over an existing buried water line which serves the pond on the ~~remaining~~ ^{146.04} ~~land of the grantor herein~~, the centerline of which is described as follows:

Beginning for the same in the center of Worthington Avenue and in the tenth or N 73° 18' 40" W 735.36 feet line of the hereindescribed Parcel "A" 146.04 feet from the beginning thereof and running thence,

- 1.) N 35° 59' 21" E 217.88 feet,
- 2.) N 33° 29' 04" E 171.17 feet,
- 3.) N 51° 54' 12" W 88.02 feet,
- 4.) N 11° 24' 06" W 107.10 feet,
- 5.) N 1° 58' 25" E 134.77 feet and
- 6.) N 13° 33' 22" E 64.61 feet to intersect the sixth or S 86° 26' 22" E 1054.09 feet line of the hereindescribed Parcel "A" 126.43 feet from the beginning thereof.

✓

011485.049



PREPARED BY:
ALSnyder
 SURVEYOR, INC.
 101 HANOVER PIKE
 HANOVER, MD 21074
 PHONE (410) 330-7344
 (410) 374-3675
 FAX (410) 330-7495



PLAT
MONTMORENCI
 FOR THE OUTLINES AND POSITION THEREOF
 47th BALTIMORE PURCHASERS BALTIMORE COUNTY, MARYLAND
 DATE: FEBRUARY 9, 1984

W. J. Snyder

Surveyed February 9, 1984. Surveyed Land Enclosed

PATRICIA A WARD
 SM 9903 FOLIO 278

PATRICIA A WARD
 SM 9903 FOLIO 278