

BROOKFIELD

SECTION 1

RIGHT OF WAY AGREEMENT

THIS DECLARATION OF RIGHTS OF WAYS, is made this 9th day of October 1987, by Walter A. Johnston, Owner, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of Lots nos. 21, 22, 23, 24 and 25 as shown on the Plat entitled BROOKFIELD SECTION I which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 57 folio 16.

WHEREAS, the Declarant is desirous of establishing Rights of Ways for the mutual benefit of the Lots as hereinafter stated and to provide for the maintenance of said Rights of Ways and further clarify which Lots have the right to the use of said Rights of Ways.

NOW, THEREFORE, it is covenanted and agreed for the mutual benefit of the Lots as herein stated, the following Rights of Ways are hereby created, subject to the maintenance provisions as herein provided.

The owners of Lots Nos. 21, 22, 23, 24 and 25 shall have the right to the use in common of a Right of Way easement, situate, lying and being in the Tenth Election District of Baltimore County, State of Maryland and described as follows to wit:

All that easement of varying widths situate, lying and being in the Tenth Election District of Baltimore County, State Of Maryland and described as follows to wit:

Beginning for the center of an easement for ingress, egress, maintenance and utilities at a point on the northwest side of Glenberry Court, 50 feet wide, as laid out on Plat Three Section One Brookfield which plat is recorded among the Plat Records of Baltimore County in Plat Book S.M. No. 57 folio 16, said point being distant North 27 degrees 26 minutes 00 seconds East 5.00 feet measured along the northwest side of said Court from the intersection of the South 64 degrees 46 minutes 00 seconds East 264.16 foot panhandle lot line of Lot No. 23 with the northwest side of said Glenberry Court as shown on said plat and running thence and binding in the center of said easement, 50 feet wide, North 64 degrees 46 minutes 00 seconds West 250.06 feet, thence binding in the center of said easement, 40 feet wide and running to and binding on the North 84 degrees 02 minutes 00 seconds West 169.00 foot lot line and binding on a part of the South 59 degrees 28 minutes 00 seconds West 423.60 foot lot line of Lot No. 22 Plat Two Section One Brookfield which Plat Two is recorded among the Plat Records of Baltimore County in Plat Book S.M. 57 folio 15, the two following courses and distances viz: North 84 degrees 02 minutes 00 seconds West 125.13 feet and South 59 degrees 28 minutes 00 seconds West 374 feet and thence running South 48 degrees 17 minutes 30 seconds West, crossing over the 10 foot panhandle strip of Lot No. 22 Plat Two mentioned herein, 51.58 feet to the center of a cul-de-sac having a radius of 50 feet situate at the end of said

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easement, said center also being the end of the South 59 degrees 28 minutes 00 seconds West 420.30 foot panhandle lot line of the said Lot No. 22.

Being all of the private ingress, egress, maintenance and utility easement shown lying along the panhandle lot lines of Lots Nos. 21 and 22 Plat Two Section One Brookfield and recorded among the Plat Records of Baltimore County in Plat Book S.M. No. 57 folio 15 and along the panhandle lot lines of Lots 23, 24 and 25 Plat Three Section One Brookfield and recorded among the Plat Records of Baltimore County in Plat Book S.M. No. 57 folio 16.

1. Upon completion of the construction, by the developer, of the panhandle road described above, the owners of Lots Nos. 21, 22, 23, 24 and 25 shall sign an agreement accepting said road from the developer and assuming the responsibility for the future maintenance and repair.

2. The Right of Way established herein shall be an easement only for the purpose of vehicular and pedestrian ingress and egress. Parking of vehicles or construction of any structure within the aforescribed Right of Way is prohibited.

3. Cost of maintenance of the Right of Way hereinabove described including, but not limited to, the cost of repairing or resurfacing the roadway, and snow removal, shall be borne equally by the owners of Lots having a right to the use thereof; except that any damage to Right of Way described herein and caused by the negligence of one of said Lot Owner or his agent, employee or contractor, shall be repaired at the sole cost of such Lot Owner. In the event that the owners of said Lots desire to repair or improve the Right of Way, then the type and nature of such repairs or improvements shall be by majority vote of the Lot Owners of the Lots having a right to the use of the Right of Way and Costs shall be borne equally among the owners of Lots having a right to the use thereof.

4. The obligation to share in the costs of maintenance of the Right of Way shall constitute a binding personal obligation of each Lot Owner benefited thereby. Each Lot Owner shall contribute its proportionate share of the costs of such maintenance within fifteen (15) days after notice of the cost and the amount thereof. Such notice shall include copies of invoices substantiating the maintenance cost. Failure to contribute to maintenance costs as provided herein shall subject the Lot of such defaulting Owner to a lien (enforceable in the same manner as a mortgage).

5. Each owner of a Lot benefited by the Right of Way may proceed at law or in equity to prevent the occurrence or continuance of any violation of any provision of this Agreement. All costs and expenses of prosecuting any proceeding at law or in equity brought to enforce the provisions of this Agreement, including reasonable attorneys' fees and expenses, shall be assessed against the owner of the Lot against whom a decision is rendered.

6. The legal actions specified herein are not intended to limit any parties' available remedies at law or in equity. Failure of any party to enforce this Agreement or to enforce any available remedy under this Agreement shall not constitute a waiver by that party of any right available to it upon future

2009

MARYLAND
FORM

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor

THE PALMETTO GROUP, INC

2. Reasons for Exemption

Resident
Status

- ☒ I, Transferor, am a resident of the State of Maryland.
☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal
Residence

- ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Agent

THE PALMETTO GROUP, INC

Name of Entity

By

ERIC L. BERS


Name

PRESIDENT

Title

contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 7/1/90

Mary, Ryan, Carolyn & Lorraine
4111 E Joppa Rd.
21236