

SEPTIC LINE AND DRIVEWAY EASEMENT AGREEMENT

THIS SEPTIC LINE AND DRIVEWAY EASEMENT AGREEMENT (the "Agreement") is made this 30th day of MARCH, 1999, by and between WILLIAM McMILLAN, JR. and ELIZABETH McMILLAN, his wife (collectively, "Grantor"), and ELEANOR McMILLAN (the "Grantee").

RECITALS:

A. Grantee owns certain property located on Butler Road in Baltimore County, as more particularly described in a Deed to Grantee recorded among the Land Records of Baltimore County, Maryland, at Liber 11588, Page 660 (the "Benefitted Property").

B. Grantor owns certain property located adjacent to the Benefitted Property, as more particularly described in a Deed to Grantor recorded among the Land Records of Baltimore County, Maryland in Liber 11588, Page 670 (the "Grantor Property").

C. The Grantee has installed a septic line from her existing dwelling to her septic drain field, and a portion of such septic line is located within the Grantor Property, as shown on Exhibit A attached hereto and made a part hereof.

D. The Grantee desires that Grantor grant a non-exclusive easement for her septic line across the Grantor Property, and Grantor is willing to provide such easement, for no consideration, as hereinafter provided.

E. The Grantor previously conveyed to the Grantee a portion of the Grantor Property for the Grantee to use for the installation of the septic line and to discharge waste into the area identified as the "SEPTIC RESERVE AREA" on Exhibit A attached hereto. The driveway running from Butler Road to the residence of the Grantor crosses a portion of such property previously conveyed by the Grantor to the Grantee, and the parties have agreed that Grantee shall convey back to Grantor a perpetual easement for the driveway to provide ingress and egress to and from Butler Road to the Grantor Property and the Grantor's residence, for no consideration, as hereinafter provided.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THERE BEING NO ACTUAL CONSIDERATION PAID, the parties hereby agree as follows:

1. Septic Line Easement.

(a) Grantor hereby grants and conveys to Grantee a non-exclusive easement over the Grantor Property within the easement areas identified as "SEPTIC LINE EASEMENT NO. 1" and "SEPTIC LINE EASEMENT NO. 2" on Exhibit A attached hereto (collectively, the "Septic

Easement Area"), to allow the installation, maintenance and repair of a septic line for the benefit of the Benefitted Property within such Septic Easement Area.

(b) In connection with the maintenance and repair of the septic line, Grantor hereby grants and conveys to Grantee temporary construction easements on that portion of the Grantor Property as may be reasonably necessary, in such location immediately adjacent to the Benefitted Property as may be reasonably required, subject to the prior written approval of Grantor.

(c) The Grantee shall be required to pay any and all costs incurred for maintaining, replacing or repairing the septic line, and Grantee shall restore promptly any portion of the Septic Easement Area or the Grantor Property disturbed as a result thereof, at Grantee's expense.

(d) The easement granted under this Paragraph 1 shall automatically terminate at such time as Grantee replaces that portion of the septic line located within the Septic Easement Area, which Grantee shall relocate solely within the Benefitted Property. The Grantor and Grantee shall then execute a termination agreement, which shall be recorded in the Land Records of Baltimore County.

2. Driveway Easement.

(a) Grantee hereby grants and conveys to Grantor an exclusive easement in perpetuity over that portion of the Benefitted Property identified as the "Driveway Easement" on Exhibit A attached hereto (the "Driveway Easement Area"), to allow for vehicular and pedestrian ingress and egress over Grantor's driveway within the Driveway Easement Area, which driveway runs from Butler Road through the Grantor Property to the residence of Grantor.

(b) In connection with the maintenance and repair of the driveway, Grantee hereby grants and conveys to Grantor temporary construction easements on that portion of the Benefitted Property as may be reasonably necessary, in such location immediately adjacent to the Driveway Easement Area as may be reasonably required, subject to the prior written approval of Grantee.

(c) The Grantor shall be required to pay any and all costs incurred for maintaining, replacing or repairing the driveway, and Grantor shall restore promptly any portion of the Driveway Easement Area or the Benefitted Property disturbed as a result thereof, at Grantor's expense.

3. Miscellaneous.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, including every purchaser of the Grantor Property and/or the Benefitted Property.

(b) This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

(c) The Recitals set forth above are incorporated herein by reference and shall be deemed a substantive part of this Agreement.

(d) The Grantee shall indemnify, defend and hold the Grantor harmless from any mechanic's liens and any liability, claims, damages or expenses relating to any damage to property or personal injury resulting from or attributable to the use of the Septic Easement Area by Grantee or her contractors, agents, successors or assigns. The Grantor shall indemnify, defend and hold the Grantee harmless from any mechanic's liens and any liability, claims, damages or expenses relating to any damage to property or personal injury resulting from or attributable to the use of the Driveway Easement Area by Grantor or their contractors, agents, successors or assigns. This indemnity shall include reimbursement for all reasonable legal and expert fees which the indemnified party may incur as a result of such a claim.

(e) In addition to any other remedies at law or in equity, any party shall have the right to enforce this Agreement by an action for specific performance.

(f) The parties agree to execute any further assurances as may be requested by the other party to evidence the grant of the easement hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement under seal as of the day and year first above written.

WITNESS:

Cynthia M. Rigg
Cynthia M. Rigg
Cynthia M. Rigg

GRANTOR:

William McMillan (SEAL)
 WILLIAM McMILLAN

Elizabeth McMillan (SEAL)
 ELIZABETH McMILLAN

GRANTEE:

Eleanor McMillan (SEAL)
 ELEANOR McMILLAN

STATE OF MARYLAND, COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 30th day of April, 1999, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared WILLIAM McMILLAN, known to me or satisfactorily proven to be the person whose name is subscribed to the

within instrument and he acknowledged that he being authorized so to do, executed the same for the purposes therein contained.

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

Ann Marie Andrew
Notary Public

ANN MARIE ANDREW

My Commission Expires: NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 1, 1999

STATE OF MARYLAND, COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 30th day of March, 1999, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared ELIZABETH McMILLAN, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and she acknowledged that she being authorized so to do, executed the same for the purposes therein contained.

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

Ann Marie Andrew
Notary Public

ANN MARIE ANDREW

My Commission Expires: NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 1, 1999

STATE OF MARYLAND, COUNTY OF Sullivan, TO WIT:

I HEREBY CERTIFY that on this 30th day of March, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ELEANOR McMILLAN, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and she acknowledged that she being authorized so to do, executed the same for the purposes therein contained.

AS WITNESSED my hand and Notarial Seal.

Ann Marie Andrew
Notary Public

ANN MARIE ANDREW

My Commission Expires: NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 1, 1999

THE UNDERSIGNED hereby certifies that the above instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

J. Michael Brennan
J. Michael Brennan

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13651-13506: Date available 03/06/2005. Printed 06/26/2025.

EXHIBIT A
0013651 183

ELEANOR McMILLAN
SM 11588/660

WILLIAM McMILLAN, JR.
SM 11588/670

WILLIAM McMILLAN, JR.
SM 11588/670

[Signature]
2/1/99

GERHOLD, GROSS & ETZEL, LTD.
REGISTERED PROFESSIONAL LAND SURVEYORS
Suite 100
320 East Towsontown Boulevard
Towson, Maryland 21286
PH: (410)823-4470 FAX: (410)823-4473

**PLAT TO ACCOMPANY A SEPTIC
LINE EASEMENT AGREEMENT**
BETWEEN
ELEANOR McMILLAN & WILLIAM McMILLAN JR.
BUTLER ROAD
4th ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

FILE NAME: X:\mcmillan\CEASE.pro	DRAWN: B. DIETZ	DATE FEBRUARY 15, 1999	SCALE: 1"=50'
----------------------------------	-----------------	------------------------	---------------

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13651, p. 0184, MSA CE62-13506. Date available 03/08/2005. Printed 08/26/2025.

0013651 184

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)

FD SUR: \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
MKT: \$ 55023
SR 11k: \$ 755
DATE: 08/26/1999 01:33 PM

1	Type(s) of Instruments	<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Other <u>Assignment</u>			
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale <input type="checkbox"/> Arms-Length [1]	<input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Arms-Length [2]	<input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]
3	Tax Exemptions (If Applicable)	<input type="checkbox"/> Recordation <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer			
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$ <u>-0-</u>			Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount - \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$
5	Fees	Amount of Fees Recording Charge \$ Surcharge \$ State Recordation Tax \$ State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$			Doc. 1 Doc. 2 Agent: <u>BL</u> Tax Exp: <u>BL</u> C.B. Credit: <u>BL</u> Ag. Tax/Other: <u>BL</u>
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: <u>11588-660</u> Property Tax ID No. (1) <u>11588-660</u> Greater Lib./Lot Map Parcel No. Var. LOG <input type="checkbox"/> (5) Subdivision Name Lot (3a) Block (3b) Sect./AR(3a) Plat Ref. SqFt/Acreage (4) Location/Address of Property Being Conveyed (2) <u>200 St. Septic Line Esmt #1 561 St. Septic Esmt #2 1816 St.</u> Other Property Identifiers (if applicable): <u>Benefited Property</u> Water Meter Account No. <u>20</u> Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: <u>Driveway Easement</u> Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: <u>200 St. Septic Line Esmt #1 561 St. Septic Esmt #2 1816 St.</u> If Partial Conveyance, List Improvements Conveyed:			
7	Transferred From	Doc. 1 - Grantor(s) Name(s) <u>William McMillan Jr.</u> <u>Elizabeth McMillan</u> Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s) <u>Eleanor McMillan</u> Doc. 2 - Grantee(s) Name(s) New Owner's (Grantor) 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 checked="" type="checkbox"/> Return to Contact Person Name: <u>Michael Swanenburg, Esquire</u> Firm: <u>Venable</u> Address: <u>210 Allegany Ave Towson Md 21204</u> Phone: <u>(410) 424-6220</u> <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided			
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will the property being conveyed be the grantee's principal residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Does transfer include personal property? If yes, identify: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
TRANSFER INFORMATION		Assessment Use Only - Do Not Write Below This Line Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification Transfer Number: <u>18</u> Date Received: <u>19</u> Deed Reference: <u>Geo. Map Sub Block</u> Land <u>Zone Grid Plat Lot</u> Building <u>Use Parcel Section</u> Total <u>Town Cd. Ex. St. Ex. Cd. Des. Cd.</u> REMARKS:			
Date: <u>8/26/99</u> Signature: <u>[Signature]</u> Sec 33-18068		Distribution: White - Clerk's Office Canary - SDAT Pink - Office of Finance Goldenrod - Preparer AOC-CC-390 (8/95)			