

0027490 569



Deed of Easement-100 Year Flood Plain and Drainage and Utility Easement

RW06-083  
J.O. 204, S-111-1338  
Item 3(E)  
Election District 10<sup>th</sup>

**DEED OF EASEMENT**

THIS DEED OF EASEMENT, made this 5<sup>th</sup> day of December, in the year 2008, by and between BRIARKNOLL LLC, a Maryland limited liability company, (The "Grantor"); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (The "Grantee").

WHEREAS, the Grantor is the owner in fee simple of all that property situate and lying in the 10<sup>th</sup> Election District of Baltimore County, Maryland, by virtue of a Deed dated January 1, 2004, and recorded among the Land Records of Baltimore County in Liber 0020272, folio 517, which was granted and conveyed by Wanda Umerley to BRIARKNOLL LLC, a Maryland limited liability company (the "Property"). The Property subject to this 100 Year Flood Plain and Drainage and Utility Easement is more particularly set forth and shown on those certain Plats entitled "Plat 1 of 4 of BRIAR KNOLL," and "Plat 4 of 4 of BRIAR KNOLL," dated August 26, 2005, and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, folios 138 and 141, respectively.

WITNESSETH, that in consideration of the sum of one (\$1.00) Dollar, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto Baltimore County, Maryland, its successors and/or assigns, a 100 Year Flood Plain and Drainage and Utility Easement, over

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all that lot of ground situate, lying, and being in the tenth Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

All that property of the Grantor containing 0.6520 acres, more or less, as shown and indicated as "100 Year Flood Plain & Drainage and Utility Easement" on that certain Plat entitled "Plat 1 of 4 of Briar Knoll," dated August 26, 2005, and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, folio 138 (the "Plat").

All that property of the Grantor containing 4.7627 acres, more or less, as shown and indicated as "100 Year Flood Plain & Drainage and Utility Easement" on that certain Plat entitled "Plat 4 of 4 of Briar Knoll," dated August 26, 2005, and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, folio 141 (the "Plat").

Being portions of the property which by deed dated January 1, 2004, and recorded among the Land Records of Baltimore County in Liber 0020272, folio 517, was granted and conveyed by Wanda Umerley to BRIARKNOLL LLC, a Maryland limited liability company.

AND the Grantor does hereby agree that Baltimore County, Maryland, its successors and/or assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary to make openings and excavations, and to lay, construct and maintain said municipal utilities and appurtenances, provided, however, that the ground hereinabove described shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said easement by the Grantor, the Grantors' personal representatives, successors and/or assigns; nor shall the existing grade be changed without prior approval of the Baltimore County Department of Public Works.

[SIGNITURES AND NOTARY ON FOLLOWING PAGE]

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WITNESS, the hands and seals of the Grantor, this day and year first above written.

ATTEST/WITNESS

**BRIARKNOLL LLC,**  
A MARYLAND LIMITED LIABILITY COMPANY

By: Umerley, Inc.  
Sole Member

*Reatha L. Gurr*

By: *Barbara A. Daly*  
Barbara A. Daly  
President

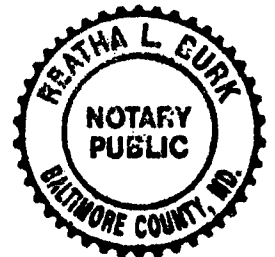
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6<sup>TH</sup> day of MAY, in the year 2008, before me, the subscriber, a Notary Public, personally appeared Barbara A. Daly and that she as President of Umerley, Inc., sole member of BRIARKNOLL LLC, a Maryland Limited Liability Company, being authorized to do so, acknowledged the foregoing Deed of Easement to be her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

*Reatha L. Gurr*  
Notary Public

My Commission expires: 1/16/12

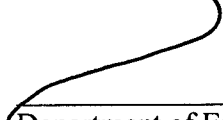


This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

*Christopher W. Keelty*  
Christopher W. Keelty, Esq.

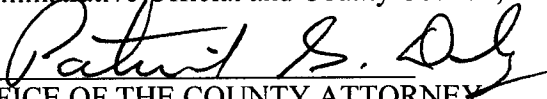
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APPROVED:



~~Department of Environmental  
Protection and Resource Management~~


APPROVED FOR LEGAL FORM AND SUFFICIENCY\*  
(Subject to Execution by A Duly Authorized County  
Administrative Official and County Council, if Indicated)



OFFICE OF THE COUNTY ATTORNEY

\*Approval of Legal Form and Sufficiency Does Not Convey  
Approval or Disapproval of Substantive Nature of Transaction.  
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

Rw 06-083



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**JOINDER BY TRUSTEES**

See Deed of Trust/Mortgage, dated December 4, 2006, and recorded among the Land Records of Baltimore County, Maryland in Liber 24875, at folio 762 et seq. The undersigned TRSTE, Inc., by Margaret Dunsmore, as Vice President, Trustee (or Substitute Trustee) Mortgagee joins herein to assent to the terms and provisions of the foregoing instrument and assent to waive and subordinate the lien of said Deed of Trust/Mortgage to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

ATTEST/WITNESS:

Trustee  
TRSTE, Inc.

Margaret J. Dunsmore

By: Margaret J. Dunsmore (SEAL)  
Name: Margaret J. Dunsmore Trustee  
Title: Vice President

STATE OF Virginia : COUNTY OF Fairfax: TO WIT:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of May, 2008, before me, a Notary Public for the State aforesaid, personally appeared Margaret J. Dunsmore, as Vice President of TRSTE, Inc., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that they have executed it as Trustee for the purposes therein set forth, and that it is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

My commission expires on 8-31-09

Frances Q. Wilson  
Notary Public  
**FRANCES Q. WILSON**  
Notary Public  
Commonwealth of Virginia  
367842  
My Commission Expires Aug 31, 2009

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**ATTORNEY CERTIFICATION**

SUBDIVISION/PROJECT NAME: Briar Knoll  
PUBLIC WORKS AGREEMENT NO: 100601  
CRG NO: X - 410  
FINAL DEVELOPMENT PLAN DATED: \_\_\_\_\_

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and is in good standing thereunder.
2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no. LPP 002015901, issued by Greenwich Insurance Company, insurer, with limits of liability of \$2,000,000.00/\$2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.
3. The attached instruments, entitled "Deed of Declaration and Easement – Storm Water," "Deed of Easement – 100 year flood plain and Drainage and Utility," "Forest Buffer and Environmental Greenway Easement Declaration of Protective Covenants, Conditions and Restrictions," "Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions," "County Highway Deed – Highway Widening," "County Highway Deed," "Deed of Easement and Agreement – Drainage and Utility," "Deed of Easement – Revertible Slope," and "Deed of Easement – Fire Tank," (the "Instruments") were prepared by me or under my supervision, and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits and Development Management, Bureau of Land Acquisition Right of Way Documents Manual, 2007 edition.
4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:
  - a. Fee simple title is vested in BRIARKNOLL LLC, a Maryland limited liability company by virtue of a deed from Wanda Umerley to BRIARKNOLL LLC, dated January 1, 2004, and recorded among the Land Records of Baltimore County, Maryland in Liber 20272, folio 517, except as to Lots 3, 7, 34, 35, 38, 39, 42, 43, 46, 48 and 49 as shown on Plat "2 of 4 of BRIAR KNOLL" dated August 26 2005 and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, Folio 139.

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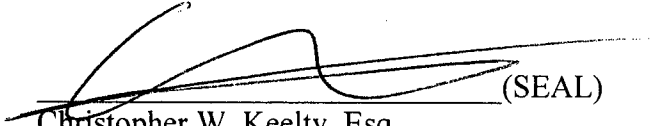
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- b. The Instruments are in appropriate form for the conveyance of or creation of encumbrance on, the Property.
  - c. Following due execution and acknowledgement of the Instruments by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instruments will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having and interest of record in the Property (including but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.
  - d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.
5. This Certification is made and delivered subject to the express understandings and agreements:
- a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.
  - b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.
  - c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.
  - d. The undersigned assumes no liability for any lien, encumbrance, defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned has no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property but not appearing of record among the Land Records of Baltimore County, Maryland, as of April 13, 2008 (hereinafter the "Examination Date").

00274901576

Date: 6/5/08

Bodie, Nagle, Dolina, Smith & Hobbs, P.A

  
\_\_\_\_\_  
(SEAL)

Christopher W. Keelty, Esq.  
29 W. Susquehanna Ave  
Towson, MD 21204  
443-901-0800

Professional Liability Insurance:  
Company: Greenwich Insurance Company  
Policy No.: LPP 002015901  
Policy Limits: \$2,000,000/\$2,000,000



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ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: BRIARKNOLL

PUBLIC WORKS AGREEMENT NO: 100601

COUNTY REVIEW GROUP NO.: DRC#040306H PDM X-410

FINAL DEVELOPMENT PLAN DATED: 4/7/05 revised 3/14/06

FOR PROJECT KNOWN AS: BRIARKNOLL

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed record plat(s) and right-of-way plat(s) comply in all material respects with the above referenced Final Development Plan, Public Works Agreement, and/or County Review Group, as applicable, that the construction plans relative to said final development plan agree with the said listed subdivision plat(s) submitted herewith and right-of-way plat(s), and that said subdivision plat(s) and right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns from and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client BRIARKNOLL LLC and myself for the preparation of this Certification.

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100 YEAR FLOOD PLAIN AND DRAINAGE AND UTILITY EASEMENT

Record Plats

Liber SM 78 folio 138

Liber SM 78 folio 141

Liber folio

Liber folio

Liber folio

Right-of-Way Plats

RW

RW

RW

RW

RW

Date: 6/9/08

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. 11005, Expiration Date: 7/7/10



Name: James A. Markle (print)

Firm: George William Stephens, Jr. and Associates, Inc.

Address: 215 Schilling Circle Suite 114 Hunt Valley, Maryland 21031

Telephone No.: 410-785-6640

Professional Liability Insurance:

Company: CNA/Victor O. Schinnerer & Co.

Policy No: AEE 00-431-48-82

Policy Limits: \$1,000,000; \$2,000,000 AGG

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### State of Maryland Land Instrument Intake Sheet

[ ] Baltimore City [ X ] County:  
Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.  
(Type or Print in Black Ink Only All Copies Must Be Legible)

BA15  
Dec 05, 2008 02:37 PM

1. Type(s) of Instruments ( [ ] Check Box if Addendum Intake Form is Attached.)

<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other
<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input checked="" type="checkbox"/> Deed of Easement

2. Conveyance Check Box

<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple	<input checked="" type="checkbox"/> Not an Arms-Length Sale [9]
Arms-Length [1]	Arms-Length [2]	Arms Length [3]	

3. Tax Exemptions (if Applicable)

Recordation:  State Transfer:  County Transfer:

Cite or Explain Authority: \_\_\_\_\_

4. Consideration and Tax Calculations

Consideration	Amount	Finance Office Use Only	
Purchase Price/Consideration	\$ .00	Transfer and Recordation Tax Consideration	
Any New Mortgage	\$ .00	Transfer Tax Consideration	\$
Balance of Existing Mortgage	\$	x ( ) % =	\$
Other:	\$	Less Exemption Amount	\$
Other:	\$	Total Transfer Tax	\$
Full Cash Value	\$ 0.00	Recordation Tax Consideration	\$
		x ( ) per \$500 =	\$
		TOTAL DUE	\$

5. Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 20.00	\$	
Surcharge	\$ 20.00	\$	Tax Bill:
State Recordation Tax	\$ 0.00	\$	C.B. Credit:
State Transfer Tax	\$ 0.00	\$	Ag. Tax/Other:
County Transfer Tax	\$ 0.00	\$	
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
	<i>Easement</i>	20272/517	44	17	[ ] (5)
Subdivision Name		Lot (3a)	Block(3b)	Sect/AR(3c)	Plat Ref.
Briar Knoll					SqFt/Acreage(4)
Location/Address of Property Being Conveyed (2)					
.6520 acres Flood Plain & Drainage & Utility Easement Plat 78/138; 4.7627 acres Flood Plain & D & U Easement Plat 78/141					
Other Property Identifiers (if applicable)			Water Meter Account No.		
Residential [ X ] or Non-Residential [ ]			Fee Simple [ ] or Ground Rent [ ]		Amount: \$N/A
Partial Conveyance? [ ] Yes [ X ] No			Description/Amt. of SqFt/Acreage Transferred:		
			.6520 acres and 4.7627		
If Partial Conveyance, List Improvements Conveyed:					

7. Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Briarknoll LLC	
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)
Baltimore County, Maryland	
New Owner's (Grantee) Mailing Address	
<i>old Court House, Towson, MD 21284</i>	

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 type="checkbox"/> Return to Contact Person
Name: <i>Lambert</i>	Firm: <i>Santa</i>	<input checked="" type="checkbox"/> Hold for Pickup
Address: <i>Towson, MD 21284</i>	Phone: <i>410-887-3284</i>	<input type="checkbox"/> Return Address Provided

11. IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information	<input type="checkbox"/> Yes <input checked="" 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 [ ] Tran. Process Verification

Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:
Year:	Geo.:	Map:	Sub:
Land:	Zoning:	Grid:	Plat:
Buildings:	Use:	Parcel:	Section:
Total:	Town Cd.:	BLOCK NOT REQUIRED	

REMARKS:

Director of Budget and Finance  
BALTIMORE COUNTY, MARYLAND

COUNTY TRANSFER TAX  
Per *[Signature]* ART 11 TITLE 3  
SUBTITLE 2, 11-3-202

RECORDATION TAX  
Per *[Signature]* T.P. ART 12-108  
Date *12/2/2008* 20008.0097CWK

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