



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

July 10, 2013

Steven Silverman
903 Greenspring Valley Road
Brooklandville, Maryland 21022

Re: Petition for Administrative Variance
Case No. 2013-0286-A
Property: 903 Greenspring Valley Road

Dear Mr. Silverman:

Enclosed please find the decision rendered in the above-captioned case.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file with the Baltimore County Board of Appeals an appeal within thirty (30) days from the date of this Order. For further information on filing an appeal, please contact the Office of Administrative Hearings at 410-887-3868.

Sincerely,

A handwritten signature in black ink, appearing to read "JEB", is written over the printed name.

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw
Enclosure

c: Austin Childs, 16260 Falls Road, Monkton, MD 21111
Dale Lucas, Helmore Farm, 913 Greenspring Valley Road, Brooklandville, MD 21022

IN RE: PETITION FOR ADMIN. VARIANCE *
(903 Greenspring Valley Road)
3rd Election District *
2nd Councilmanic District *
Steven Silverman *
Petitioner *

BEFORE THE
OFFICE OF
ADMINISTRATIVE HEARINGS
FOR BALTIMORE COUNTY
Case No. 2013-0286-A

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings for Baltimore County as a Petition for Administrative Variance filed by the legal owner of the subject property, Steven Silverman, for property located at 903 Greenspring Valley Road. The variance request is from Section 1A01.3.B.3 of the Baltimore County Zoning Regulations ("B.C.Z.R."), to permit a proposed addition (attached garage) to have a side yard setback of 5 ft. in lieu of the minimum required 35 ft. The subject property and requested relief are more particularly described on Petitioner's Exhibit No. 1.

The Zoning Advisory Committee (ZAC) comments were received and are made part of the record of this case. There were no adverse ZAC comments received from any of the County reviewing agencies. In addition, it is to be noted that a letter of support was received from Dale Lucas (Helmore Farm, 913 Greenspring Valley Road) who had no objection to the requested relief.

The Petitioner having filed a Petition for Administrative Variance and the subject property having been posted on June 7, 2013, and there being no request for a public hearing, a decision shall be rendered based upon the documentation presented.

The Petitioner has filed the supporting affidavits as required by Section 32-3-303 of the

Baltimore County Code. Based upon the information available, there is no evidence in the file to

ORDER RECEIVED FOR FILING

Date 11-10-13

By low

indicate that the requested variance would adversely affect the health, safety or general welfare of the public and should therefore be granted. In the opinion of the Administrative Law Judge, the information, photographs, and affidavits submitted provide sufficient facts that comply with the requirements of Section 307.1 of the B.C.Z.R. Furthermore, strict compliance with the B.C.Z.R. would result in practical difficulty and/or unreasonable hardship upon the Petitioners.

Although the Department of Planning did not make any recommendations related to the garage height and usage, I will impose conditions that the accessory building not be converted into a dwelling unit or apartment, not contain any sleeping quarters, living area, kitchen or bathroom facilities, and not be used for commercial purposes.

Pursuant to the posting of the property and the provisions of both the Baltimore County Code and the Baltimore County Zoning Regulations, and for the reasons given above, the requested variance should be granted.

THEREFORE, IT IS ORDERED, by the Administrative Law Judge for Baltimore County, this 10th day of July, 2013, that a Variance from Section 1A01.3.B.3 of the Baltimore County Zoning Regulations ("B.C.Z.R."), to permit a proposed addition (attached garage) to have a side yard setback of 5 ft. in lieu of the minimum required 35 ft., be and is hereby GRANTED, subject to the following:

The relief granted herein shall be subject to the following:

1. Petitioner may apply for his appropriate permits and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at his own risk until such time as the 30-day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, Petitioner would be required to return, and be responsible for returning, said property to its original condition.
2. The Petitioner or subsequent owners shall not convert the subject garage into a dwelling unit or apartment. The structure shall not contain any sleeping quarters, living area, kitchen or bathroom facilities.

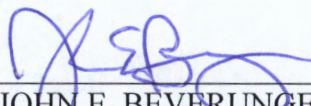
ORDER RECEIVED FOR FILING

Date 7-10-13

By [Signature]

3. The garage shall not be used for commercial purposes.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.



JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw

ORDER RECEIVED FOR FILING

Date 7-10-13

By DLW



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

June 26, 2013

Austin Childs
16260 Falls Road
Monkton, Maryland 21111

Re: Petition for Administrative Variance
Case No. 2013-0286-A
Property: 903 Greenspring Valley Road

Dear Mr. Childs:

I am writing in regard to the captioned matter, wherein an administrative variance has been requested. The Baltimore County Code (B.C.C.) requires that a property be owner occupied in order to qualify for administrative hearing relief. State records in this case show the property is owned by Compass Properties, Inc., and is not the principal residence of the Petitioner. As such, a public hearing is usually required in this scenario.

If, however, Mr. Silverman is a member or principal of the corporate entity listed as the owner, it may be that a hearing would not be required. If that is the case, please have Mr. Silverman prepare an Affidavit with notary seal, attesting to the fact that this is his principal residence, although legal title is in the name of a corporate entity he controls. Otherwise, a public hearing would be necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "JEB", with a long horizontal line extending to the right.

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw

✓ c: Steven Silverman, 903 Greenspring Valley Road, Brooklandville, MD 21022
(Having received no response from Petitioner's representative, Austin Childs,
Petitioner sent same on 7/5/13)



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

June 26, 2013

Austin Childs
16260 Falls Road
Monkton, Maryland 21111

Re: Petition for Administrative Variance
Case No. 2013-0286-A
Property: 903 Greenspring Valley Road

Dear Mr. Childs:

I am writing in regard to the captioned matter, wherein an administrative variance has been requested. The Baltimore County Code (B.C.C.) requires that a property be owner occupied in order to qualify for administrative hearing relief. State records in this case show the property is owned by Compass Properties, Inc., and is not the principal residence of the Petitioner. As such, a public hearing is usually required in this scenario.

If, however, Mr. Silverman is a member or principal of the corporate entity listed as the owner, it may be that a hearing would not be required. If that is the case, please have Mr. Silverman prepare an Affidavit with notary seal, attesting to the fact that this is his principal residence, although legal title is in the name of a corporate entity he controls. Otherwise, a public hearing would be necessary.

Sincerely,

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw

6/26 Left V.M. for
Austin Childs (3:11
PM)
Reg'd email address
to forward 6-26 letter.
~~Never~~
Rec'd
7-5



Petition for Administrative Variance to the Zoning Commissioner of Baltimore County

Tax # 23 00 006 990 ✓ for the property located at 903 Greenspring Valley Road
Deed 33150 / 00060 which is presently zoned RC-2

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s)

1A01.3.B.3- to permit a proposed addition (attached garage) to have a side yard setback of 5 feet in lieu of the minimum required 35 feet

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the reasons indicated on the back of this petition form.

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

Company

Address

Telephone No.

City

State

Zip Code

Legal Owner(s):

Steven Silverman

Name - Type or Print

Signature

Name - Type or Print

Signature

903 Greenspring Valley Road

Address

Brooklandville, Maryland 21022

City

State

Zip Code

Representative to be Contacted:

Austin Childs

Name

16260 Falls Road

410-472-2488

Address

Monkton, Maryland 21111

City

State

Zip Code

A Public Hearing having been formally demanded and/or found to be required, it is ordered by the Zoning Commissioner of Baltimore County, this day of that the subject matter of this petition be set for a public hearing, advertised, as required by the zoning regulations of Baltimore County and that the property be reposted.

Zoning Commissioner of Baltimore County

CASE NO. 2013-0286-A

Reviewed By

RTD

Date

5/29/13

REV 10/25/01

Estimated Posting Date

6/9/13

Affidavit in Support of Administrative Variance

The undersigned hereby affirms under the penalties of perjury to the Zoning Commissioner of Baltimore County, as follows: That the information herein given is within the personal knowledge of the Affiant(s) and that Affiant(s) is/are competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

903 Greenspring Valley Road

That the Affiant(s) does/do presently reside at

Address Brooklandville, Maryland 21022

City

State

Zig Zag

That based upon personal knowledge, the following are the facts upon which I/we base the request for an Administrative Variance at the above address (indicate hardship or practical difficulty):

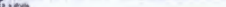
The Silverman family recently purchased the property at 903 Greenspring Valley Road. There is currently no garage on the property, and the homeowners wish to build one.

They own multiple cars, which, along with lawn and maintenance equipment, need to be stored and protected from the elements.

We have conducted a comprehensive architectural and site analysis, and have determined that the only possible location and orientation of the addition is as shown. There are unique features of the site, including limitations imposed by access easements, (see attached exhibits) which significantly constrain the ability to modify the driveway or access to the lot.

As illustrated in the attached photographs and sketches, the location and orientation of the garage addition has been carefully designed to be completely integrated with the house and existing adjacent outbuildings.

That the Affiant(s) acknowledge(s) that if a formal demand is filed, Affiant(s) will be required to pay a reposting and advertising fee and may be required to provide additional information.

Signature 

Steven W. Silverman
Name - Type or Print

Signature _____

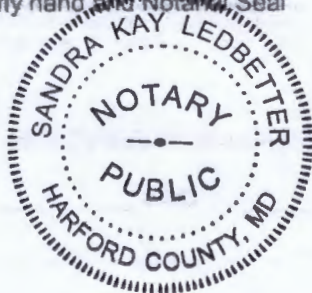
Name - Type or Print _____

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY, this 23rd day of May, 2013, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____

Steven D. Silverman
the Affiant(s) herein, personally known or satisfactorily identified to me as such Affiant(s).

AS WITNESS my hand and Notarial Seal



Kandra Kay Ledbetter
Notary Public

My Commission Expires 01/09/16

REV 10/25/01

Item # 0286

**ZONING DESCRIPTION for the
SILVERMAN PROPERTY, 903 GREENSPRING VALLEY ROAD,
BROOKLANDVILLE, MARYLAND 21022**

Beginning at a point 233 ft south of the centerline of Greenspring Valley Road, which is 40 ft. wide at the distance of 1,900 ft. west of the centerline of the nearest intersecting street, Falls Road, which is 40 ft. wide, thence running N 09°59'40" E 175.20 ft, thence N 20°16'13" W 110.94 FT. thence N 29°53'18" W 67.68 ft., thence N 87°32'33" W 122.35 ft., thence N 02°27'27" E 100.00 ft., thence 87°32'33" E 145.00 ft., thence N 02°27'27" E 98.35 ft., thence S 29°53'18" E 58.52 ft., thence S 20°18'14" E 78.35 ft., thence N 09°59'40" E 29.39 ft., thence S 82°41'44" E 284.10 ft., thence S 09°59'40" W 43.70 ft., thence S 36°10'20" W 130.10 ft., thence S 75°30'30" W 25.40 ft., thence S 40°88'49" W 136.54 ft., thence 80°00'20" W 146.25 ft, containing 2.00 acres.

3rd Election District

2nd Council District

Item # 0286

DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS

ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 2013-0286-A

Petitioner: Steven Silverman

Address or Location: 903 Greenspring Valley Rd

PLEASE FORWARD ADVERTISING BILL TO:

Name: Austin Childs

Address: 16260 Falls Rd
Monkton, MD. 21111

Telephone Number: 410 472 2488

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE
MISCELLANEOUS CASH RECEIPT

No. **099794**

Date: **5/29/13**

PAID RECEIPT

BUSINESS ACTUAL TIME DRW
5/30/2013 5/29/2013 10:15:01 5

RECEIPT # 655643 5/29/2013 OPLN

528 ZONING VERIFICATION

CR NO. 099794

Receipt Tot \$75.00
\$75.00 CK \$1.00 CA
Baltimore County, Maryland

Fund	Dept	Unit	Sub Unit	Rev Source/Obj	Sub Rev/Obj	Dept Obj	BS Acct	Amount
001	806	0000		6150				\$75.00

Total: **\$75.00**

Rec

From:

For:

zoning hearing - case # 2013-0286-A

CASHIER'S

CERTIFICATE OF POSTING

ATTENTION: KRISTEN LEWIS

DATE: 06/09/2013

Case Number: 2013-0286-A

Petitioner / Developer: STEVEN SILVERMAN~AUSTIN B. CHILDS, AIA

Date of Hearing (Closing): JUNE 24, 2013

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at:
903 GREENSPRING VALLEY ROAD

The sign(s) were posted on: JUNE 7, 2013



Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley, Maryland 21030
(City, State, Zip of Sign Poster)

410 - 666 - 5366
(Telephone Number of Sign Poster)

MEMORANDUM

DATE: August 12, 2013
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2013-0286-A Appeal Period Expired

The appeal period for the above-referenced case expired on August 9, 2013. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

c: ✓ Case File
Office of Administrative Hearings

C H E C K L I S T

<u>Comment Received</u>	<u>Department</u>	<u>Support/Oppose/ Conditions/ Comments/ No Comment</u>
<u>6-7</u>	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	<u>NC</u>
<u>6-25</u>	DEPS (if not received, date e-mail sent _____)	<u>NC</u>
_____	FIRE DEPARTMENT	_____
_____	PLANNING (if not received, date e-mail sent _____)	_____
<u>6-5</u>	STATE HIGHWAY ADMINISTRATION	<u>No objection</u>
_____	TRAFFIC ENGINEERING	_____
_____	COMMUNITY ASSOCIATION	_____
<u>✓</u>	ADJACENT PROPERTY OWNERS	<u>Dale Lucas, Welmore Form</u>
ZONING VIOLATION	(Case No. _____)	
PRIOR ZONING	(Case No. _____)	
NEWSPAPER ADVERTISEMENT	Date: _____	
SIGN POSTING	Date: <u>6-7-13</u> by <u>O'Keefe</u>	
PEOPLE'S COUNSEL APPEARANCE	Yes ☐ No ☐	
PEOPLE'S COUNSEL COMMENT LETTER	Yes ☐ No ☐	

Comments, if any: _____

ADMINISTRATIVE VARIANCE INFORMATION SHEET AND DATES

Case Number 2013- 0286 -A Address 903 Greenspring Valley Rd
Contact Person: David Duvall Phone Number: 410-887-3391
Planner, Please Print Your Name
Filing Date: 5/29/13 Posting Date: 6/9/13 Closing Date: 6/24/13

Any contact made with this office regarding the status of the administrative variance should be through the contact person (planner) using the case number.

1. **POSTING/COST:** The petitioner must use one of the sign posters on the approved list (on the reverse side of this form) and the petitioner is responsible for all printing/posting costs. Any reposting must be done only by one of the sign posters on the approved list and the petitioner is again responsible for all associated costs. The zoning notice sign must be visible on the property on or before the posting date noted above. It should remain there through the closing date.
2. **DEADLINE:** The closing date is the deadline for an occupant or owner within 1,000 feet to file a formal request for a public hearing. Please understand that even if there is no formal request for a public hearing, the process is not complete on the closing date.
3. **ORDER:** After the closing date, the file will be reviewed by the zoning or deputy zoning commissioner. He may: (a) grant the requested relief; (b) deny the requested relief; or (c) order that the matter be set in for a public hearing. You will receive written notification, usually within 10 days of the closing date if all County agencies' comments are received, as to whether the petition has been granted, denied, or will go to public hearing. The order will be mailed to you by First Class mail.
4. **POSSIBLE PUBLIC HEARING AND REPOSTING:** In cases that must go to a public hearing (whether due to a neighbor's formal request or by order of the zoning or deputy zoning commissioner), notification will be forwarded to you. The sign on the property must be changed giving notice of the hearing date, time and location. As when the sign was originally posted, certification of this change and a photograph of the altered sign must be forwarded to this office.

(Detach Along Dotted Line)

Petitioner: This Part of the Form is for the Sign Poster Only

USE THE ADMINISTRATIVE VARIANCE SIGN FORMAT

Case Number 2013- 0286 -A Address 903 Greenspring Valley Rd
Petitioner's Name Steven Silverman Telephone 410 340 0012
Posting Date: 6/9/13 Closing Date: 6/24/13
Wording for Sign: To Permit a proposed addition (attached garage) to have
a side yard setback of 5 feet in lieu of the minimum
required 35 feet

Revised 7/06/11



SILVERMAN THOMPSON SLUTKIN WHITE
ATTORNEYS AT LAW

A Limited Liability Company

26th Floor
201 North Charles Street
Baltimore, Maryland 21201

Telephone (410) 385-2225
Facsimile (410) 547-2432
www.mdattorney.com

Baltimore Washington DC New York

Writer's Direct Contact:

July 9, 2013

VIA HAND-DELIVERY

Hon. John E. Beverungen
Office of Administrative Hearings
105 West Chesapeake Avenue
Suite 103
Towson, Maryland 21204

RECEIVED

JUL 09 2013

OFFICE OF ADMINISTRATIVE HEARINGS

Re: Petition for Administrative Variance
Case No.: 2013-0286-A
Property: 903 Greenspring Valley Road

Dear Judge Beverungen:

I am writing in response to your letter dated June 26, 2013 to architect Austin Childs inquiring as to the relationship between myself and Compass properties. As attested to in the enclosed affidavit and supporting documentation, my wife and I purchased the property on January 28, 2013 from Compass Properties, Inc., and the enclosed documentation was filed with SDAT on February 8, 2013. It is my understanding that the delay in officially transferring the property is due to the complexity of recording the transaction which required and received the approval of the Maryland Board of Public Works. It is my understanding that the "official" transfer should take place in the very near future.

We very much would appreciate favorable consideration of our Variance Petition so that we can complete the garage before the winter.

Please feel free to contact me if you require additional information, or have questions or concerns.

Very truly yours,

Steven D. Silverman

cc: Austin Childs
Enclosures

PETITION FOR ADMINISTRATIVE
VARIANCE

903 GREENSPRING VALLEY ROAD

* IN THE OFFICE OF
* ADMINISTRATIVE HEARINGS
* FOR BALTIMORE COUNTY
* Case No.: 2013-0286-A

* * * * *

AFFIDAVIT OF STEVEN D. SILVERMAN

I, Steven D. Silverman, solemnly swear and affirm as follows:

1. I am over eighteen (18) years of age, under no mental or legal disability, and am competent to testify to the matters stated herein.

2. I and my wife Paula Bridges Silverman are the homeowners, as tenants in entirety, of the property known as 903 Greenspring Valley Road, Lutherville, Maryland 21093. This is our primary residence. We own no other property.

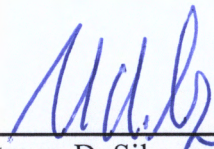
3. The property was purchased by us from Compass Properties, Inc. on January 28, 2013. The deed was received and reviewed by SDAT on Feb 8, 2013.

4. Due to the fact that the transaction involved a lot line adjustment, multiple easements and Agricultural Trust issues, SDAT has taken significantly more time to officially transfer the property from Compass to Silverman.

5. The documents attached hereto are true and correct copies of the documents filed with SDAT on February 8, 2013.

I SOLEMNLY SWEAR AND AFFIRM UNDER THE PENALTIES OF PERJURY AND UPON PERSONAL KNOWLEDGE THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT.

DATE: July 9, 2013



Steven D. Silverman



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

June 26, 2013

Austin Childs
16260 Falls Road
Monkton, Maryland 21111

Re: Petition for Administrative Variance
Case No. 2013-0286-A
Property: 903 Greenspring Valley Road

Dear Mr. Childs:

I am writing in regard to the captioned matter, wherein an administrative variance has been requested. The Baltimore County Code (B.C.C.) requires that a property be owner occupied in order to qualify for administrative hearing relief. State records in this case show the property is owned by Compass Properties, Inc., and is not the principal residence of the Petitioner. As such, a public hearing is usually required in this scenario.

If, however, Mr. Silverman is a member or principal of the corporate entity listed as the owner, it may be that a hearing would not be required. If that is the case, please have Mr. Silverman prepare an Affidavit with notary seal, attesting to the fact that this is his principal residence, although legal title is in the name of a corporate entity he controls. Otherwise, a public hearing would be necessary.

Sincerely,

A handwritten signature in dark ink, appearing to read "JEB", is written over the typed name of John E. Beverungen.

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw

Address: 903 Greenspring Valley Road
Tax ID No. 23-00-006990

THIS DEED, made this 28th day of January in the year two thousand thirteen, by and between COMPASS PROPERTIES, Inc., a Maryland corporation, Grantor and party of the first part, and STEVEN SILVERMAN AND PAULA SILVERMAN, Grantees and parties of the second part.

WITNESSETH, that in consideration of the sum of Eight Hundred Ninety Five Thousand and no/100ths (\$895,000.00) Dollars, the actual consideration paid or to be paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey to the said parties of the second part, as tenants by the entireties, the survivor of them and unto the survivor's personal representatives and assigns, in fee simple, all that lot of ground situate in Baltimore County, State of Maryland, and described as follows, that is to say:

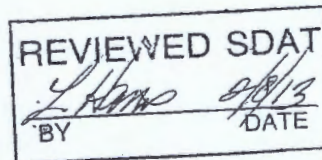
Being known and designated as No. 903 Greenspring Valley Road

For Legal Description: See Exhibit "A" Attached Hereto and Made a Part Hereof.

BEING the same property which by Confirmatory Deed dated January 28, 2013 and intended to be recorded among the Land Records of Baltimore County immediately prior hereto, which was granted and conveyed by Michael E. Blumenfeld and Timothy M. Hurley, Substitute Trustees unto Compass Properties, Inc, the Grantor herein.

BEING ALSO the same property which by Confirmatory Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County in Liber No. 31752, folio 120, which was granted and conveyed by Michael E. Blumenfeld and Timothy M. Hurley, Substitute Trustees unto Compass Properties, Inc. (Recorded to correct the Grantee's name)

BEING ALSO the same property which by Deed dated September 30, 2011 and recorded among the Land Records of Baltimore County in Liber No. 31352, folio 439, which was granted and conveyed by Michael E. Blumenfeld and Timothy M. Hurley, Substitute Trustees unto Compass Properties, LLC.



WHEREAS, the Grantees interest is subject to the Deed of Exchange by and between Compass Properties, Inc. and Dale Kirk Stammer Lucas to be recorded prior hereto among the Land Records as aforesaid.

WHEREAS, the Grantees assent to the Termination of Easement and Right of Way by and between Dale Kirk Stammer Lucas and Compass Properties, Inc. to be recorded prior hereto among the Land Records as aforesaid.

WHEREAS, the Grantees assent to the State of Maryland Department of Agriculture Amended Release and Agreement by the Maryland Agricultural Land Preservation Foundation of the Department of Agriculture, through the Secretary of Agriculture, Treasurer of the State of Maryland, and the Chairman of the Board of Trustees of the Maryland Agricultural Land Preservation Foundation to be recorded prior hereto among the Land Records as aforesaid

SUBJECT to the terms and conditions of Declaration of Easement dated January 28, 2013 by Dale Kirk Stammer Lucas and Compass Properties, Inc. recorded prior hereto among the Land Records aforesaid

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the property described above, to the parties of the second as tenants by the entireties, the survivor of them and unto the survivor's personal representatives and assigns

AND the party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, that it will warrant specially the property hereby granted, and that it will execute such further assurances of the same as may be requisite.

{SPACE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW}

DUVAL & ASSOCIATES, P.A.

SURVEYING • ENGINEERING

Douglas W. DuVal, L.S.
Raymond B. Sutton, Jr.

November 9, 2012

Description of 2.0000 Acres of Land, More or Less
Part of Deeds 31752-120 and 24456-072
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in or near the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130; said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber CWB, Jr. No. 969, folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence running on or near said centerline of Greenspring Valley Road and reversely with part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all of the following courses and distances to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69° 32' 41" East 471.82 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20° 27' 19" West 178.79 feet to the Point of Beginning of the 2.0000 acres Parcel of land herein-described; thence running with the following 15 new lines of division, viz:

1. South 05° 03' 06" West 273.82 feet to a point; thence
2. South 20° 16' 13" East 61.80 feet to a point; thence
3. South 29° 53' 18" East 79.52 feet to a point; thence
4. South 87° 32' 33" East 106.02 feet to a point; thence
5. South 02° 27' 27" West 80.00 feet to a point; thence
6. North 87° 32' 33" West 125.00 feet to a point; thence
7. North 02° 27' 27" East 72.59 feet to a point; thence
8. North 29° 53' 18" West 77.30 feet to a point; thence
9. North 20° 16' 13" West 23.10 feet to a point; thence
10. North 82° 16' 28" West 341.92 feet to a point; thence
11. North 04° 25' 26" West 30.27 feet to a point; thence
12. North 38° 43' 51" East 132.70 feet to a point; thence

1729 York Road, Suite 205 • Lutherville, MD 21093
Phone: 410-888-5467 • Fax: 410-883-4688 • E-mail: duvalap@verizon.net

2552621.2 38025/115818 01/25/2013

DuVAL & ASSOCIATES, P.A.

SURVEYING • ENGINEERING

November 9, 2012

Douglas W. DuVal, L.S.
Raymond B. Sutton, Jr.Description of 2.0000 Acres of Land, More or Less
Part of Deeds 31752-120 and 24456-072
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in or near the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130; said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber CWB, Jr. No. 969, folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence running on or near said centerline of Greenspring Valley Road and reversely with part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all of the following courses and distances to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69° 32' 41" East 471.82 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20° 27' 19" West 178.79 feet to the Point of Beginning of the 2.0000 acres Parcel of land herein-described; thence running with the following 15 new lines of division, viz:

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2552621.2 38025/115818 01/25/2013

WITNESS the hand and seal of the Grantor.

WITNESS/ATTEST

COMPASS PROPERTIES, INC., a
Maryland corporation

By: [Signature] (SEAL)
Name: Duane Rhine
Title: Vice President

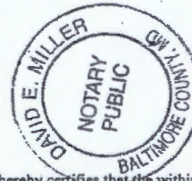
STATE OF Maryland, D. H. Anne COUNTY, to wit:

I HEREBY CERTIFY, that on this 24 day of June in the year two thousand thirteen, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Duane A. Rhine, known to me (or satisfactorily proven) who acknowledged himself to be the, VP of Compass Properties, Inc. and acknowledged that he as such VP, being authorized so to do, executed the same for the purposes therein contained and in my presence signed and sealed the same.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

My Commission Expires 12/1/16

Notary Public



The undersigned hereby certifies that the within instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
David E. Miller, Attorney

Return To:



File No. 63228
RESIDENTIAL TITLE
& ESCROW COMPANY
100 Painters Mill Road - Suite 200
Owings Mills, Maryland 21117
410-653-3400 • Fax 410-653-3621 • www.residentialtitle.com

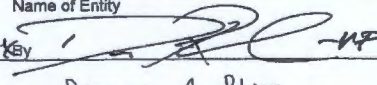


Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

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 Compass Properties, 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.
Foreclosure	☐ This is a transfer of REO property acquired by the grantor in a foreclosure action and conveyed herein to a third party. ☐ This is a transfer of the foreclosed property from the Substitute Trustees to the secured party or a third party bona fide purchaser

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
Witness	Name
	Signature
3b. Entity Transferors	
Witness/Attest	Compass Properties, Inc.
	Name of Entity
	By  NP
	Name Duane A. Rhine
	Title Vice President

28 Jan 2013

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)

IMP FD SURE	40.00
RECORDING FEE	20.00
TR TAX STATE	4,475.00
TOTAL	4,535.00
Rest# B403	Rcpt # 1771
JLE JS	Blk # 795
Feb 08, 2013	03:15 PM

Space Reserved for Circuit
Court Clerk Recording Violation

1	Type(s) of Instruments	1 Deed	2 Deed of Trust	3 Improved Sale	4 Unimproved Sale	5 Mult. Accounts	6 Not an Arms-	
2	Conveyance Type Check Box			Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]	
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation State Transfer County Transfer						
4	Consideration and Tax Calculations	Consideration Amount				Finance Office Use Only		
Purchase Price/Consideration		\$895,000.00		Transfer and Recordation Tax Consideration				
Any New Mortgage		\$1,600,000.00		Transfer Tax Consideration		\$		
Balance of Existing Mortgage				X () %		= \$		
Other				Less Exemption Amount		= \$		
Other				Total Transfer Tax		= \$		
				Recordation Tax Consideration		\$		
				X () %		= \$		
				TOTAL DUE		\$		
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent		
Recording Charge		20.00		20.00	Tax Bill:			
Surcharge		40.00		95.00	C.B. Credit:			
State Recordation Tax		8,000.00		.00	Ag. Tax/Other:			
State Transfer Tax		4,475.00		.00				
County Transfer Tax (if Applicable)		13,425.00		.00				
6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var./LOG	
			23-00-006990					
		Subdivision Name		Lot (3a)	Block (3b)	Sec/AR(3c)	Plat Ref.	Sq. Ft./Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		903 Greenspring Valley Road, Baltimore, MD						
		Other Property Identifiers (if applicable)				Water Meter Account No.		
7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)				
		Compass Properties, Inc.		Steven Donald Silverman and Paula Bridges Silverman				
		Doc. 1 - Owner(s) of Records, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)				
		Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)				
		Steven Silverman and Paula Silverman		1 st Mariner Bank				
8	Transferred To	New Owner's (Grantee) Mailing Address						
		903 Greenspring Valley Road, Baltimore, MD						
		Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
					George Mantakos, Trustee			
		Instrument Submitted By or Contact Person						
		☒ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided						
9	Other Names to be Indexed	Name: Nicole Revels						
		Firm: Residential Title & Escrow Company						
		Address: 100 Painters Mill Road, #200, Owings Mills, MD 21117						
		Phone: 410-653-3400						
		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER.						
		Assessment Information Yes X No Will the property being conveyed be the grantee's principal residence? Yes X No Does transfer include personal property? If yes, identify: Yes X No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).						
10	Contact/Mail Information	Assessment Use Only - Do Not Write Below This Line						
		☐ Terminal Verification ☐ Agricultural Verification ☐ Subdiv. ☐ Part ☐ Trust Process Verification						
		Transfer Number: ☐ Use Date Received: ☐ Deed Reference: ☐ Assigned Property No.:						
		Year: ☐ Map: ☐ Block: ☐ Section: ☐ Plat: ☐ Doc. Cd:						
		Building: ☐ Use: ☐ Parcel: ☐ Section: ☐ Doc. Cd:						
		Town: ☐ Ex. Cd: ☐ Ex. Cd: ☐						

DUPLICATE PAID RECEIPT

After Recording Return To:


**RESIDENTIAL TITLE
& ESCROW COMPANY**

 100 Painters Mill Road - Suite 200
 Owings Mills, Maryland 21117

410-653-3400 • Fax: 410-653-3621 • www.residentialtitle.com

 INP FD SURE 40.00
 RECORDING FEE 75.00
 TOTAL 115.00
 REST B483 Rpt # 1771
 JLE JS Blk # 796
 Feb 08, 2013 03:15 PM

File No. 63228 [Space Above This Line For Recording Data]
 Purchase Money as to \$895,000.00
DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **Monday, January 28, 2013**, together with all Riders to this document.
- (B) "Borrower" is **STEVEN DONALD SILVERMAN AND PAULA BRIDGES SILVERMAN**. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is 1st Mariner Bank. Lender is a Bank organized and existing under the laws of State of Maryland. Lender's address is 3301 Boston Street, Baltimore Maryland 21224. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is George Mantakos.
- (E) "Note" means the promissory note signed by Borrower and dated **Monday, January 28, 2013**. The Note states that Borrower owes Lender U.S. \$1,600,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **Saturday, February 01, 20**.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | ☒ Construction Loan Rider |



(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably



grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Baltimore :
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

which currently has the address of:
903 Greenspring Valley Road Lutherville MD 21093 ("Property Address"):
 [Street] [City], [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is



SCHEDULE A

DuVAL & ASSOCIATES, P.A.
Engineers • Surveyors8 Edgarwood Court
Phoenix, Maryland 21131
(410) 666-5467
Fax (410) 583-4688

Page 1 of 2

April 21, 1999

DESCRIPTION OF 2.0000 ACRE OF LAND, MORE OR LESS
Part of Deed 969-1373rd Election District
Baltimore County, Maryland

BEGINNING at a point in or about the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130, said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence binding on or about said centerline of Greenspring Valley Road and reversely on part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all bearings of this description to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69°32'41" East 480.69 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20°27'19" West 233.24 feet to the Point of Beginning of the 2.0000 acres Parcel of land herein described; thence running with the following 25 new lines of division, viz:

- 1) South 09 degrees 59 minutes 40 seconds West 101.12 feet to a point;
- 2) South 73 degrees 35 minutes 56 seconds East 153.18 feet to a point;
- 3) North 63 degrees 23 minutes 36 seconds East 61.92 feet to a point;
- 4) North 07 degrees 26 minutes 15 seconds East 104.72 feet to a point;
- 5) South 82 degrees 33 minutes 45 seconds East 71.95 feet to a point;
- 6) South 09 degrees 40 minutes 33 seconds East 95.33 feet to a point;
- 7) South 07 degrees 26 minutes 15 seconds West 78.35 feet to a point;
- 8) North 82 degrees 33 minutes 45 seconds West 100.00 feet to a point;
- 9) North 07 degrees 26 minutes 15 seconds East 40.60 feet to a point;

SCHEDULE A (continued)

DUVAL & ASSOCIATES, P.A.
Engineers • Surveyors8 Edgwood Court
Phoenix, Maryland 21131
(410) 666-5467
Fax (410) 583-4688

Page 2 of 2

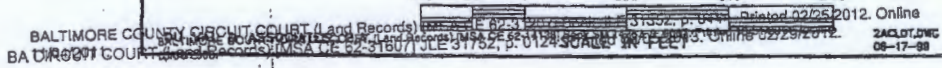
DESCRIPTION OF 2.0000 ACRE OF LAND (Continued)

- 10) South 63 degrees 23 minutes 36 seconds West 56.29 feet to a point;
- 11) North 73 degrees 35 minutes 56 seconds West 158.82 feet to a point;
- 12) South 09 degrees 59 minutes 40 seconds West 53.95 feet to a point;
- 13) South 20 degrees 16 minutes 13 seconds East 110.94 feet to a point;
- 14) South 29 degrees 53 minutes 18 seconds East 67.68 feet to a point;
- 15) South 87 degrees 32 minutes 33 seconds East 122.35 feet to a point;
- 16) South 02 degrees 27 minutes 27 seconds West 100.00 feet to a point;
- 17) North 87 degrees 32 minutes 33 seconds West 145.00 feet to a point;
- 18) North 02 degrees 27 minutes 27 seconds East 98.38 feet to a point;
- 19) North 29 degrees 53 minutes 18 seconds West 58.62 feet to a point;
- 20) North 20 degrees 16 minutes 13 seconds West 78.35 feet to a point;
- 21) South 09 degrees 59 minutes 40 seconds West 29.39 feet to a point;
- 22) North 82 degrees 41 minutes 44 seconds West 215.07 feet to a point;
- 23) North 09 degrees 59 minutes 40 seconds East 136.30 feet to a point;
- 24) North 40 degrees 08 minutes 49 seconds East 136.54 feet to a point and
- 25) South 80 degrees 00 minutes 20 seconds East 146.25 feet to the place of beginning.

CONTAINING 87,120 square feet or 2.0000 acre of land, more or less.

BEING part of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas.





drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any,



be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.



4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste



on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:



(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.



If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"):

- (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.



14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and



include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and



performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by



the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale, assent to decree, and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement and by such other means as required by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale and by notice to any other persons as required by Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sale price and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Borrower, in accordance with Title 14, Chapter 200 of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights,



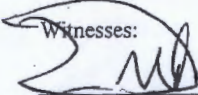
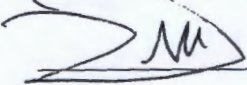
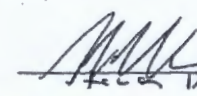
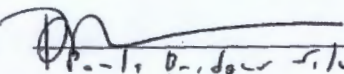
powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this Section 22 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender or Trustee, shall release this Security Instrument and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Possession of the Property.** Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 22 of this Security Instrument.

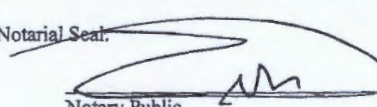
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:    (Seal)
 (Seal)

STATE OF MD CITY/COUNTY OF Baltimore, SS:

On this 24 day of June, 2013, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared Stacey Donald Silverman, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument, and he/she acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.


Notary Public



My Commission Expires: 4/21/16

STATE OF MD CITY/COUNTY OF Baltimore, SS:



On this 24th day of June, 2012, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared Peter D. Jose Silva, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument, and he/she acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/24/16

Notary Public



I Hereby Certify, that on this 28th day of January, 2012, before me, the
 subscriber, a Notary Public of the State of MD, and for the
Bonnie Perlow, personally appeared,

the agent of the party secured by the foregoing Security Instrument, and made oath in due form of law that
 the consideration recited in said Security Instrument is true and bona fide as therein set forth and that the
 actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed
 by the party or parties secured by the Security Instrument to the Borrower or to the person responsible for
 disbursement of funds in the closing transaction or their respective agent at a time not
 later than the execution and delivery by the Borrower of this Security Instrument; and also made oath that
 he or she is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS my hand and notarial seal.

My Commission Expires: Notary Public 4/2/14

This is to certify that the within instrument has been prepared under the supervision of a
 Maryland attorney.

Name:

This is to certify that the within instrument
 was prepared by or under the supervision of
 the undersigned, an attorney duly admitted
 to practice before the Court of Appeals of
 Maryland.

This is to certify
 a party to the

Name:

David E. Miller - Attorney

Title:



CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT

This Construction Loan Rider to Security Instrument (this "Rider") is made on Monday, January 28, 2013 and is incorporated into and shall be deemed to amend the Deed of Trust or Mortgage (the "Security Instrument") of even date herewith executed by the undersigned borrower(s) (the "Borrower") in favor of 1st Mariner Bank (the "Lender"), as modified, amended, or extended from time to time. The Security Instrument, as amended by this Rider (collectively the "Construction Security Instrument"), is intended by the Borrower and the Lender to secure the Borrower's obligations under the Note, as amended by the Construction Loan Addendum to Note, both of even date herewith (collectively the "Construction Note"). The Construction Security Instrument grants to the Lender a first lien security interest in the real property described in the Security Instrument and located at 903 Greenspring Valley Road Lutherville, MD 21093 (the "Property") and the improvements thereon, and a security interest in Borrower's personal property as set forth below. All terms defined in the Construction Note and the Security Instrument, whether capitalized or not, shall have the same meaning in this Rider.

ADDITIONAL COVENANTS AND AGREEMENTS.

In addition to the covenants and agreements made in the Security Instrument, the Borrower further covenants and agrees as follows:

1. Relationship of the Loan Documents.

The Construction Note evidences Borrower's promise to pay to the Lender all Outstanding Principal, interest charges, and fees due to the Lender under the Construction Note and pursuant to the terms and conditions of a Building Loan Agreement of even date herewith (the "Loan Agreement"). The Construction Security Instrument is subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement provides for the construction of certain improvements on the Property (the "Improvements"). The Borrower agrees to comply with the covenants and conditions of the Loan Agreement. The Construction Security Instrument secures to the Lender (i) the repayment of the debt evidenced by the Construction Note, including all Outstanding Principal, interest charges, and fees, (ii) the performance of all of the Borrower's covenants and agreements under the Construction Note, the Construction Security Instrument, and the Loan Agreement (collectively the "Loan Documents"), and (iii) the payment of all other sums, with interest at the rate set forth in the Construction Note, paid by the Lender to protect the collateral securing the Loan covered by the Construction Security Instrument, or to perform any of the Borrower's obligations under the Loan Documents.

2. Option to Convert Construction Loan to Permanent Financing.

The Lender and the Borrower affirm and agree that pursuant to the terms of the Loan Agreement and the Construction Note, the Borrower will have the option at the end of the Construction Loan Term, or any extension thereto granted by the Lender, to either pay the Loan off in full or convert the Loan to permanent financing as provided for in the Construction Note. If the Borrower opts not to convert the Loan to permanent financing as set forth in the Construction Note, the Borrower shall repay the Loan in full, including all Outstanding Principal, interest charges, and fees, upon the maturity date set forth in the Note or at the expiration of any extension of the Construction Loan Term as is granted by the Lender pursuant to the terms of the Construction Note.

3. Interest/Advances of Loan Proceeds.

During the Construction Loan Term, interest will accrue on the Outstanding Principal at the rate and according to the terms set forth in the Construction Note. Provided there has been no default as defined in the Loan Documents, the Lender is legally obligated to make advances of



the Loan proceeds upon application therefore by the Borrower pursuant to terms and conditions of the Construction Note and the Loan Agreement up to a maximum principal amount (including present and future obligations), which is equal to the principal amount set forth in the Note and the Security Instrument. All advances of Loan proceeds shall be evidenced by the Construction Note, made under the terms of the Loan Agreement and secured by the Construction Security Instrument. The Lender may make such Loan advances from the date hereof through the Construction Loan Term and any extension thereto granted by the Lender, but in no event after such time period.

4. Further Assurances.

The Borrower shall, at the Lender's request, execute and have notarized such instruments and provide to the Lender such further assurances as the Lender may deem necessary to protect the Lender's interest in the Property, the Improvements and such other collateral as provided for herein including, but not limited to, assignments of any and all rights or claims which relate to such collateral. The Borrower also gives the Lender permission to sign these documents for the Borrower.

5. Completion of Improvements/Default of the Borrower.

The Borrower agrees to complete the construction of the Improvements pursuant to the terms of the Loan Agreement. If the Borrower fails to complete the construction of the Improvements by the completion date set forth in the Loan Agreement, or fails to comply with any of the covenants made in the Loan Documents, the Lender, at its option, may declare all sums secured by the Construction Security Instrument to be immediately due and payable and to invoke any other remedies provided under the Loan Documents or by law. In case of default of the Borrower by breach of any of the covenants and conditions of the Loan Documents, or any of them, the Lender, at the Lender's option, with or without entry upon the Property (i) may invoke any of the rights or remedies provided in the Loan Documents, (ii) may accelerate the sums secured by the Construction Security Instrument and invoke any of the remedies provided in the Construction Security Instrument, or (iii) may do both. The Lender's failure to exercise any of its remedies provided for in the Loan Documents at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.

6. Security Agreement and Financing Statement.

In addition to the first lien security interest in the Property and Improvements that the Borrower gives to the Lender as collateral to secure repayment of the Loan, as set forth in the Security Instrument, the Borrower further gives to the Lender a first lien security interest in the Borrower's following personal property (the "Personal Property") as collateral to secure the Loan: any and all (i) building materials; (ii) fixtures; (iii) machinery; (iv) equipment; (v) appliances; and (vi) goods of every nature whatsoever, regardless of whether items (i) through (vi) are now or are hereafter located in, or on, or used or intended to be used in connection with the Property and the Improvements, and all replacements of and accessions to those goods, and all proceeds and products of the Personal Property. Despite any other provision of the Construction Security Instrument or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

The Construction Security Instrument is and shall be a security agreement granting the Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Property and Improvements. In the event of any foreclosure sale, whether made by Trustee or under judgment of a court, the Property and the Personal Property may, at the option of the Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof.



The Lender, as well as Trustee on the Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "secured party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded the Lender and/or Trustee under the Construction Security Instrument. The Borrower shall, upon demand, pay to the Lender the amount of any and all expenses, including the fees and disbursements of the Lender's attorney and any experts and agents, which the Lender may incur in connection with: (i) the making and/or administration of the Construction Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon the Property, Improvements, and/or Personal Property; (iii) the exercise or enforcement of any of the rights of Lender under the Construction Security Instrument; or the failure by the Borrower to perform or observe any of the provisions or covenants in the Construction Security Instrument or any of the Loan Documents.

The Lender may, at its election, at any time after the delivery of the Construction Security Instrument, sign one or more copies of the Construction Security Instrument in order that such copies may be used as a financing statement under applicable state laws. The Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

The Borrower also authorizes the Lender to sign and file, without the Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that the Lender may from time to time deem necessary to protect the Lender's security interest in the Property, Improvements and Personal Property.

7. Principal Residence.

Notwithstanding any provision of the Security Instrument to the contrary, the Borrower shall occupy, establish and use the Property as the Borrower's principal residence within sixty (60) days after the end of the Construction Loan Term or any extension thereof granted by the Lender. The Borrower shall thereafter continue to occupy the Property as the Borrower's principal residence for as long as the Loan, including any conversion of the Loan to permanent financing, is outstanding.

IN WITNESS WHEREOF, the Borrower has executed this Construction Loan Rider to Security Instrument.

Witness

Witness

Witness

Witness

Steven Donald Silverman

Paula Bridges Silverman



**State of Maryland
Originator/Lender Licensing
Affidavit**

THIS ORIGINATOR/LENDER LICENSING AFFIDAVIT is made on Monday, January 28, 2013, and is incorporated into and shall be attached and recorded along with the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by Steven Donald Silverman, Paula Bridges Silverman

(the "Borrower") to secure Borrower's Note to 1st MARINER BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

903 Greenspring Valley Road
Lutherville MD 21093

☒ **Mortgage Originator and Lender.** The following entity is both the Originator and Lender of this mortgage loan:

- 1st Mariner Bank, 3301 Boston Street, Baltimore, MD 21224
- 1st Mariner Bank is both the Originator and Lender for this mortgage loan and is exempt from the licensing requirement under Title 11, Subtitle 5 of the Maryland Financial Institutions Article.

☐ Complete the following in the event the mortgage Originator is different from the mortgage Lender:

1. **Mortgage Originator.** The following entity is the ORIGINATOR of this mortgage loan:

- Maryland Mortgage Originator Name:
- Maryland Lender License Number: ; or

☐ If checked, the mortgage originator for this mortgage loan is exempt from the licensing requirement under Title 11, Subtitle 5 of the Maryland Financial Institutions Article. A signed affidavit from the Loan Officer (employee of the mortgage originator) is attached hereto and recorded along with this Security Instrument.

2. **Mortgage Lender.** The following entity is the LENDER of this mortgage loan:

- 1st Mariner Bank, 3301 Boston Street, Baltimore, MD 21224
- 1st Mariner Bank is the Lender for this mortgage loan and is exempt from the licensing requirement under Title 11, Subtitle 5 of the Maryland Financial Institutions Article.

SIGNED AND AFFIRMED by 1st Mariner Bank:

Merci Drane
Signature
Merci Drane

01/28/2013



The Purpose of This Second Corrective Confirmatory Deed is to Correct the Deed of Trust Reference in Paragraph 2 and to Correct the Case Reference in Paragraph 5.

Address: 903 Greenspring Valley Road
Tax ID No. 23-00-006990

This Second Corrective Confirmatory Deed, Made this 28th day of January, 2013, by and between Michael E. Blumenfeld and Timothy M. Hurley, Substituted Trustees, as hereinafter set forth, party of the first part, and Compass Properties, Inc., a Maryland corporation, party of the second part.

WHEREAS default having occurred under the terms of a certain Deed of Trust from Henry L. Cole, Jr. and Joanne Cole, his wife to Teodoro J. Hernandez, Trustee for The Harbor Bank of Maryland dated March 29, 2000 and recorded in Liber SM No. 14403, folio 383 among the Land Records of Baltimore County, Maryland; and ;

WHEREAS, the Grantors herein were substituted as Trustees by Deed of Appointment recorded in Liber SM No. 30710, folio 275 among the aforesaid Land Records; and

WHEREAS, default having occurred under said Deed of Trust, and at the request of the part secured thereunder, the said Substitute Trustees, in accordance with the terms and conditions of the said Deed of Trust, after due advertisement and after filed bond as required by law, sold said property covered by said Deed of Trust at public auction on June 10, 2011, to Compass Properties, LLC; and

WHEREAS, the aforesaid sale has been duly ratified and confirmed by the Order of the Circuit Court of Baltimore County, Maryland, in Case No. 03C-11-002305 on August 11, 2011 and reference to which proceeding is hereby made;

WHEREAS, the contract of sale dated June 10, 2011 was between Michael E. Blumenfeld and Timothy M. Hurley, Substituted Trustees and Compass Properties, LLC and not with Compass Properties, Inc.:

WHEREAS the grantee of the Contract of Sale and the Deed were intended to be Compass Properties, Inc.:

WHEREAS, on February 22, 2012, a Confirmatory Deed was made between Michael E. Blumenfeld and Timothy M. Hurley, Substituted Trustees, and Compass Properties, Inc., the purpose of which was to correct the erroneous identification of Compass Properties, Inc. as Compass Properties, LLC, and place Compass Properties, Inc., the proper entity in title;

And WHEREAS, the purpose of this Second Corrective Confirmatory Deed is to correct the Deed of Trust reference in the second paragraph above and to correct the case reference in the fifth paragraph above.

NOW THEREFORE, this Deed witnessed, the said Grantors, Substitute Trustees, for and in consideration of the premises and the purchase money paid by the Grantee does hereby grant and convey to the Grantee, in fee simple, all right, title and interest in the property, under the aforementioned Deed of Trust, or of those claiming by, from or under them, in and to all the piece, parcel or tract of ground and premises situate in Baltimore County, Maryland, described as follows:

Being known and designated as No. 903 Greenspring Valley Road

For Legal Description: See Exhibit "A" Attached Hereto and Made a Part Hereof.

TOGETHER with the buildings thereupon, and the rights, alley, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the described lot of ground and premises unto and to the use of the said party of the second part, its successors and assigns, forever in fee simple.

THE TOTAL consideration is One Million and no/100ths (\$1,000,000.00) and 00/100 Dollars, receipt of which is hereby acknowledged.

SCHEDULE A

DUVAL & ASSOCIATES, P.A.
Engineers • Surveyors

8 Edgarwood Court
Phoenix, Maryland 21131
(410) 666-5467
Fax (410) 583-4688

Page 1 of 2

April 21, 1999

DESCRIPTION OF 2.0000 ACRE OF LAND, MORE OR LESS
Part of Deed 969-137

3rd Election District
Baltimore County, Maryland

BEGINNING at a point in or about the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130, said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence binding on or about said centerline of Greenspring Valley Road and reversely on part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all bearings of this description to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69°32'41" East 480.69 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20°27'19" West 233.24 feet to the Point of Beginning of the 2.0000 acres Parcel of land herein described; thence running with the following 25 new lines of division, viz:

- 1) South 09 degrees 59 minutes 40 seconds West 101.12 feet to a point;
- 2) South 73 degrees 35 minutes 56 seconds East 153.18 feet to a point;
- 3) North 63 degrees 23 minutes 36 seconds East 61.92 feet to a point;
- 4) North 07 degrees 26 minutes 15 seconds East 104.72 feet to a point;
- 5) South 82 degrees 33 minutes 45 seconds East 71.95 feet to a point;
- 6) South 09 degrees 40 minutes 33 seconds East 95.33 feet to a point;
- 7) South 07 degrees 26 minutes 15 seconds West 78.35 feet to a point;
- 8) North 82 degrees 33 minutes 45 seconds West 100.00 feet to a point;
- 9) North 07 degrees 26 minutes 15 seconds East 40.60 feet to a point;

SCHEDULE A (continued)

DUVAL & ASSOCIATES, P.A.
Engineers • Surveyors8 Edgarwood Court
Phoenix, Maryland 21131
(410) 666-5467
Fax (410) 583-4688

Page 2 of 2

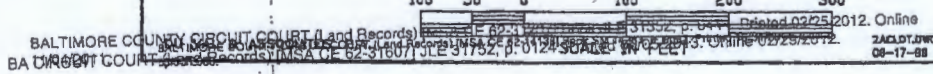
DESCRIPTION OF 2.0000 ACRE OF LAND (Continued)

- 10) South 63 degrees 23 minutes 36 seconds West 56.29 feet to a point;
- 11) North 73 degrees 35 minutes 56 seconds West 158.82 feet to a point;
- 12) South 09 degrees 59 minutes 40 seconds West 53.95 feet to a point;
- 13) South 20 degrees 16 minutes 13 seconds East 110.94 feet to a point;
- 14) South 29 degrees 53 minutes 18 seconds East 67.68 feet to a point;
- 15) South 87 degrees 32 minutes 33 seconds East 122.35 feet to a point;
- 16) South 02 degrees 27 minutes 27 seconds West 100.00 feet to a point;
- 17) North 87 degrees 32 minutes 33 seconds West 145.00 feet to a point;
- 18) North 02 degrees 27 minutes 27 seconds East 98.38 feet to a point;
- 19) North 29 degrees 53 minutes 18 seconds West 58.62 feet to a point;
- 20) North 20 degrees 16 minutes 13 seconds West 78.35 feet to a point;
- 21) South 09 degrees 59 minutes 40 seconds West 29.39 feet to a point;
- 22) North 82 degrees 41 minutes 44 seconds West 215.07 feet to a point;
- 23) North 09 degrees 59 minutes 40 seconds East 136.30 feet to a point;
- 24) North 40 degrees 08 minutes 49 seconds East 136.54 feet to a point and
- 25) South 80 degrees 00 minutes 20 seconds East 146.25 feet to the place of beginning.

CONTAINING 87,120 square feet or 2.0000 acre of land, more or less.

BEING part of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas.





WITNESS the hands and seals of the said Grantors.

Witness:

[Signature]

Michael E. Blumenfeld (SEAL)
Michael E. Blumenfeld,
Substituted Trustee

[Signature] (SEAL)
Timothy M. Hurley, Substituted
Trustee

STATE OF Maryland, City Baltimore, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 28th day of January, 2013, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael E. Blumenfeld and Timothy M. Hurley, Substituted Trustees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing Second Corrective Confirmatory Deed to be their act, and in my presence signed and sealed the same.

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

[Signature]
Notary Public



Return To:



File No. 63228
**RESIDENTIAL TITLE
& ESCROW COMPANY**

100 Painters Mill Road - Suite 200
Owings Mills, Maryland 21117
410-653-3400 • Fax 410-653-3621 • www.residentialtde.com

09315067

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)

105

IMP FD SURE 40.00
RECORDING FEE 20.00
TOTAL 60.00
Res# B483 Rpt # 1771
JLE JS Blk # 788
Feb 08, 2013 03:10 PM

1	Type(s) of Instruments	1	2 nd Corrective Confirmatory Deed								
		2	Certificate of Satisfaction								
2	Conveyance Type Check Box		Improved Sale		Unimproved Sale		Mult. Accounts		Not an Arms-Length Sale [9]		
			Arms-Length [1]		Arms-Length [2]		Arms-Length [3]				
3	Tax Exemptions (If Applicable) Cite or Explain Authority	Recordation: State Transfer County Transfer	Correct Liber/Folio & Case Ref.								
4	Consideration and Tax Calculations	Consideration Amount				Finance Office Use Only					
		Purchase Price/Consideration				Transfer and Recordation Tax Consideration					
		Any New Mortgage				Transfer Tax Consideration \$					
		Balance of Existing Mortgage				X () % = \$					
		Other				Less Exemption Amount - \$					
		Other				Total Transfer Tax = \$					
		Full Cash Value				Recordation Tax Consideration \$					
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent					
		Recording Charge		20.00	50.00	Tax Bill:					
		Surcharge		40.00	.00	C.B. Credit:					
		State Recordation Tax		.00	.00	Ag. Tax/Other:					
		State Transfer Tax		.00	.00						
		County Transfer Tax (if Applicable)		.00	.00						
		Other									
		Other									
6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG				
			23-00-006990								
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	Sq. Ft./Acreage (4)			
		Location/Address of Property Being Conveyed (2)									
		903 Greenspring Valley Road, Baltimore, MD									
		Other Property Identifiers (if applicable)									
		Water Meter Account No.									
		Residential ☐ or Non-Residential ☒ Fee Simple ☒ or Ground Rent ☐ Amount:									
		Partial Conveyance? ☐ Yes ☒ No Description/Amt. Of Sq. Ft./Acreage Transferred:									
		If Partial Conveyance, List Improvements Conveyed:									
7	Transferred From	Doc. 1 - Grantor(s) Name(s)				Doc. 2 - Grantor(s) Name(s)					
		Michael E. Blumenfeld, Substitute Trustee and Timothy M. Hurley, Substitute Trustee				Harbor Bank					
		Doc. 1 - Owner(s) of Records, 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)					
		Compass Properties, Inc.				Henry L. Cole Jr. and Joanne Cole					
		New Owner's (Grantee) Mailing Address									
903 Greenspring Valley Road, Baltimore, MD											
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						☒ Return to Contact Person			
		Name: Nicole Revels						☐ Hold for Pickup			
		Firm: Residential Title & Escrow Company						☐ Return Address Provided			
		Address: 100 Painters Mill Road, #200, Owings Mills, MD 21117									
Phone: 410-653-8480											
11	Space Reserved for County Validation	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER									
		Assessment Information									
		Yes X No - Will the property being conveyed be the grantee's principal residence?									
		Yes X No - Does transfer include personal property? If yes, identify:									
		Yes -X- 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 Valuation ☐ Whole ☐ Partial ☐ Process Verification ☐									
		Transfer Number: Date Received: DEED FOR BUCKLE AND FINCH ASSIGNED PROPERTY									
		Year: 1995 Geo. BALTIMORE COUNTY, MARYLAND Block									
		Land: Zoning: Grid: Plat: Lot									
Buildings: Section: Occ. Cd.											
Total: Ex. S. Title											
REMARKS: SUBMIT 2-11-3-200											
FILE COPY: 2-8-13											
Distribution Clerk's Office SDAT Office of Finance Prepare											

083158 068

2/9

DP FD SURE	48.00
RECORDING FEE	10.00
TOTAL	58.00
Rest BABS	Rcpt # 1771
JLE JS	Blk # 789
Feb 08, 2013	03:11 PM

CERTIFICATE OF SATISFACTION

KNOW ALL MEN BY THESE PRESENTS:

THAT The Harbor Bank of Maryland does hereby acknowledge that the indebtedness secured by a certain Purchase Money Deed of Trust (the "Deed of Trust") made by Henry L. Cole Jr. and Joanne Cole, dated January 12, 2000 and recorded among the Land Records of Baltimore County, Maryland Liber 14283 Folio 524 has been fully paid and discharged, and that The Harbor Bank of Maryland was at the time of satisfaction, the holder of Deed of Trust and that the lien of the Deed of Trust is hereby released.

Said Deed of Trust secured by property located in Baltimore County and more particularly described as follows:

901 Greenspring Valley Road, Brooklandville, MD 21022

IN WITNESS WHEREOF, the holder of said Deed of Trust has caused this instrument to be executed on its behalf by its agent this 28th day of January 2013.

WITNESS:

THE HARBOR BANK OF MARYLAND

Adrienne Y. Jones

BY: *Patricia Clements* (SEAL)
Patricia Clements, Vice President

STATE OF MARYLAND, City OF Baltimore TO WIT:

I HEREBY CERTIFY, that on this 28th day of January 2013, before me the subscriber, Angela Moore Cook, personally appeared Patricia Clements, who acknowledged himself/herself to be the agent of the holder of the Deed of Trust referred to above and that he/she executed the foregoing Certificate of Satisfaction for the purposes therein contained and that the facts set forth therein are true.

WITNESS my hand and notarial seal.

Angela Moore Cook
Notary Public

My commission expires: 2/25/13

AFTER RECORDING RETURN TO:



File No. 63228
RESIDENTIAL TITLE
& ESCROW COMPANY
100 Painters Mill Road - Suite 200
Owings Mills, Maryland 21117
410-653-3400 • Fax 410-653-3621 • www.residentialtitle.com

DEED OF EXCHANGE

THIS DEED OF EXCHANGE, made this 2nd day of January, 2013, by and between DALE KIRK STAMMER LUCAS ("Lucas") and COMPASS PROPERTIES, INC. ("Compass").

WHEREAS, by deed dated January 12, 2000 and recorded among the land records of Baltimore County in Liber 14283, folio 503, Lucas conveyed to Henry L. Cole and Joanne L. Cole an irregularly configured 2 acre parcel of land known as 903 Greenspring Valley Road, which 2 acre parcel is more particularly described in the aforesaid deed, the current boundaries of which are generally depicted on the plat attached hereto as Exhibit A entitled "Plat Showing 2 Ac Lot" (the "Cole Parcel"); and

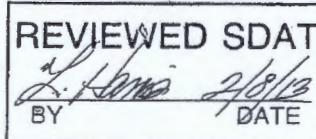
WHEREAS, pursuant to a deed dated September 30, 2011 and recorded among the land records of Baltimore County, Maryland at liber 31352, folio 439, as amended by a Confirmatory Deed dated February 22, 2012 and recorded among the land records of Baltimore County, Maryland at liber 31752, folio 120, as further amended by a Corrective Confirmatory Deed dated January 31, 2013 and recorded among the land records of Baltimore County, Maryland at liber 31752, folio 120, Compass acquired the Cole Parcel; ^{Compass acquired the Cole Parcel} ~~the Cole Parcel~~ ^{recorded immediately prior hereto}

WHEREAS, Lucas is the owner of approximately 82.3528 acres of property that surround and abut the Cole Parcel (such acreage hereafter called the "Lucas Parcel"), the current general boundaries of the Lucas Parcel being depicted on the plat attached hereto as Exhibit B entitled "Plat Showing Residue of LUCAS PROPERTY (HELMORE FARM) 901 Greenspring Valley Road"; and

WHEREAS, Compass and Lucas have been involved in litigation in the Circuit Court for Baltimore County (*Compass Properties, Inc. v. Dale K.S. Lucas*, Case No. 03-C11-011312) concerning the Cole Parcel and the Lucas Parcel (the "Litigation"), and as part of a settlement of such Litigation, the parties have agreed to re-configure the boundaries of the Cole Parcel and the Lucas Parcel; and

WHEREAS, as part of the reconfiguration, Lucas will convey approximately 24,053 +/- square feet of land from the Lucas Parcel to Compass to become a part of the Cole Parcel (such area being graphically depicted in cross-hatching and designated "A", "C", and "E" ["IN"] on the plat attached hereto as Exhibit C), and Compass will convey approximately 24,053 +/- square feet of land from the Cole Parcel to Lucas to become a part of the Lucas parcel (such area being graphically depicted in dark shading and designated "B", "D", and "F" ["OUT"] on the plat attached hereto as Exhibit C), and hereinafter provided; and

WHEREAS, the lot line adjustment and reconfiguration effected by this Deed has been approved by the Director of the Department of Permits, Approvals and Inspections and the Zoning Office of Baltimore County as exempt from development and review requirements pursuant to an October 12, 2012, a copy of which is attached hereto as Exhibit D part of the reconfiguration.



NOW, THEREFORE, WITNESS, that in consideration of the sum of ZERO DOLLARS, actual consideration paid or to be paid, Lucas does grant and convey to Compass, its successors and assigns, forever, in fee simple, all that parcel of ground situate in Baltimore County, Maryland as described in Exhibit E attached hereto and incorporated by reference herein.

AND IN FURTHER CONSIDERATION of the sum of ZERO DOLLARS, actual consideration paid or to be paid, Compass does grant and convey to Lucas, its successors and assigns, forever, in fee simple, all that parcel of ground situate in Baltimore County, Maryland as described in Exhibit F attached hereto and incorporated by reference herein.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property conveyed to each party above, its heirs, personal representatives, successors and assigns, in fee simple.

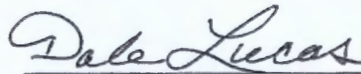
AND, after giving effect to the conveyances effected by this Deed of Exchange, the Cole Parcel shall have boundaries as described in Exhibit G attached hereto and as depicted in Exhibit H attached hereto.

LUCAS and COMPASS covenant to each other to warrant specially the properties each has conveyed to the other, and to execute such further assurances of the properties as may be requisite. LUCAS and COMPASS further state, under penalties of perjury, that the actual consideration paid or to be paid for this conveyance, including any mortgages or deeds of trust outstanding, is ZERO DOLLARS (\$0.00).

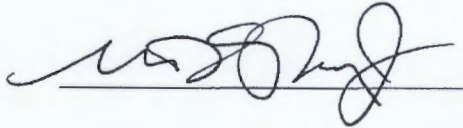
WITNESS the hands and seals of said parties as both grantor and grantee.

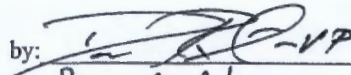
Witness:



 (SEAL)
Dale Kirk Stammer Lucas

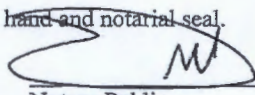
Compass Properties, Inc.



 by:  (SEAL)
 Dune A. Mhine
State of Maryland, County of Baltimore, to wit:

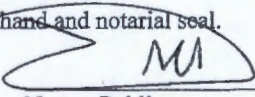
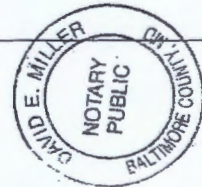
I HEREBY CERTIFY, that on this 25th day of June, 2013, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Dale Kirk Stammer Lucas, known to me or satisfactorily proven to be the person whose name is subscribed to the aforesaid instrument and who acknowledged that he executed the aforesaid instrument for the purposes therein.

In Witness whereof, I have set my hand and notarial seal.


 Notary Public
My Commission Expires: 7/29/16State of Maryland, County of Baltimore, to wit:

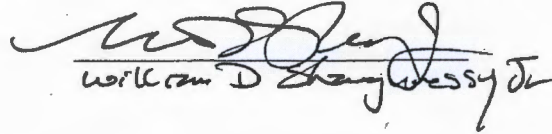
I HEREBY CERTIFY, that on this 25th day of June, 2013, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Dune A. Mhine, who acknowledged himself to be the VP of Compass Properties, Inc., a corporation, and that he as such VP being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such VP.

In Witness whereof, I have set my hand and notarial seal.


 Notary Public
My Commission Expires: 7/29/16

Certification

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Maryland Court of Appeals, or by one of the parties named in this instrument.


William D. Shangnessy Jr.

2552621.2 38025/115818 01/25/2013

Return To:



File No. 63228
**RESIDENTIAL TITLE
& ESCROW COMPANY**

100 Painters Mill Road - Suite 200
Owings Mills, Maryland 21117
410-653-3400 • Fax: 410-653-3621 • www.residentialtitle.com

Exhibit A
 [Cole Parcel - Prior to Exchange Deed]

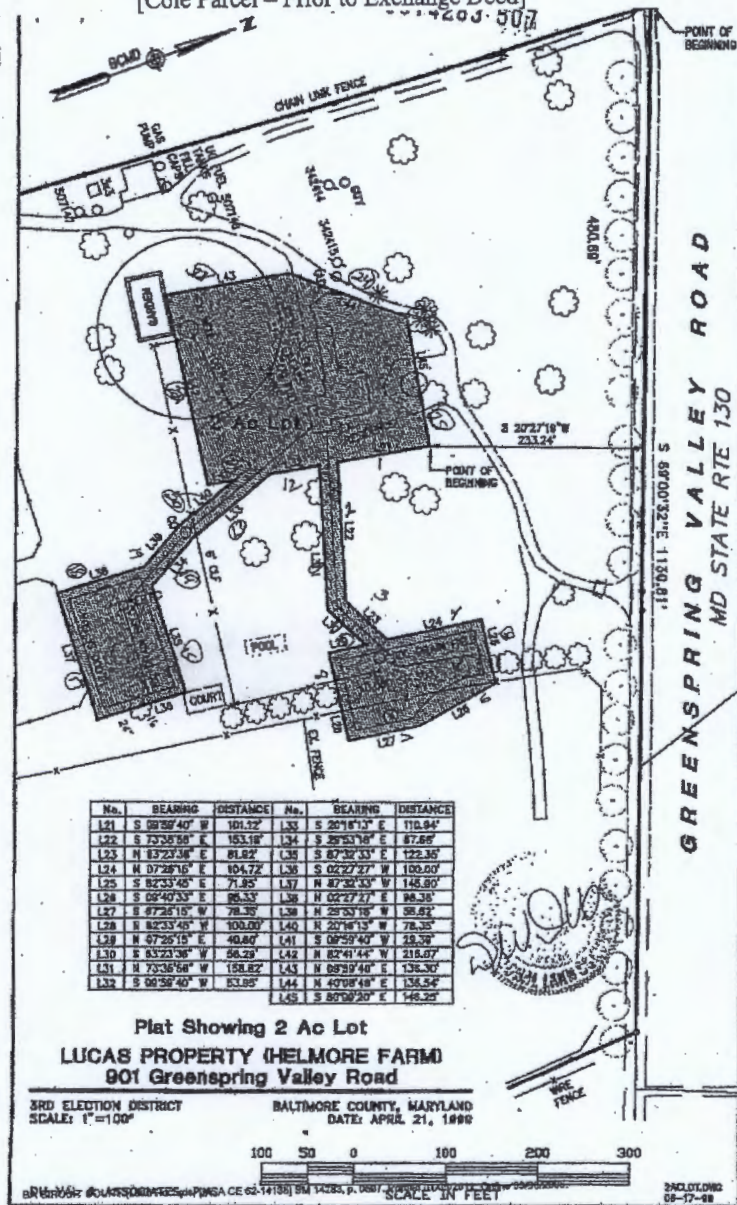


Exhibit B
[Lucas Parcel - Prior to Exchange Deed]

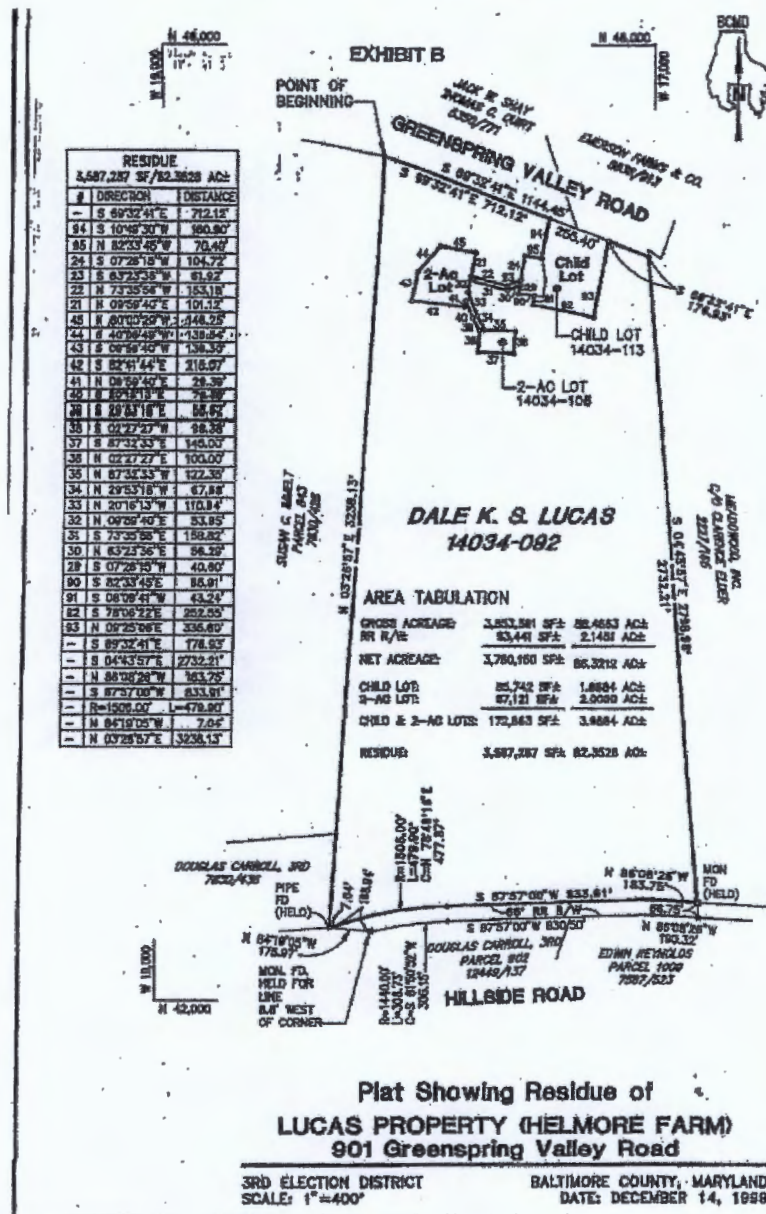
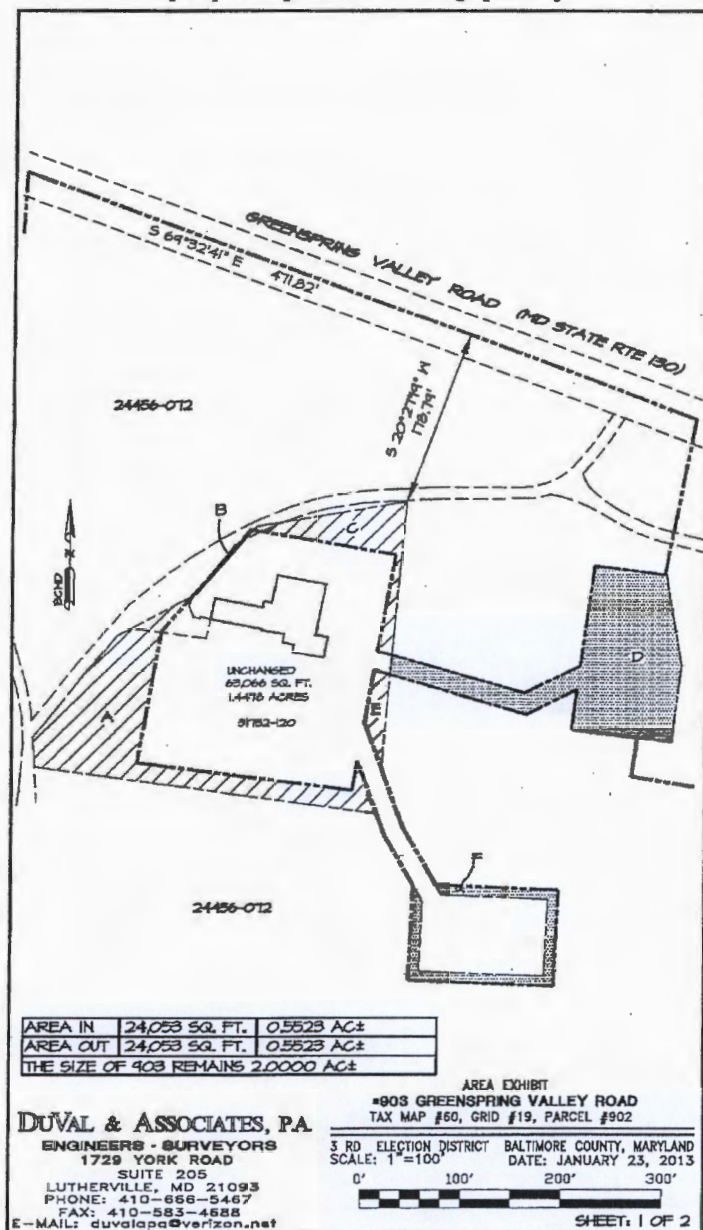


Exhibit C
[Graphic depiction of exchange parcels]



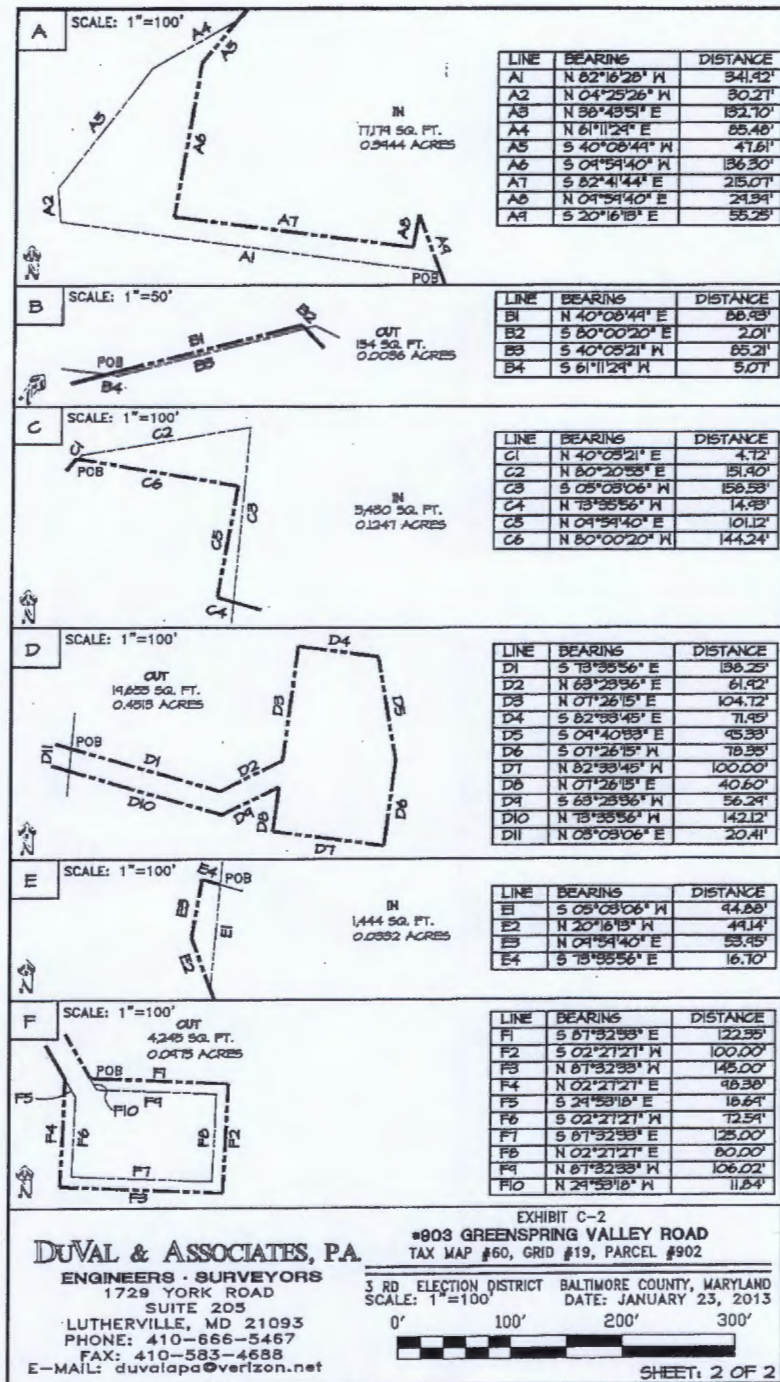


Exhibit D
[October 12, 2012 letter]



KEVIN KAMENETZ
County Executive

October 10, 2012

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

Stuart D. Kaplow, P.A.
15 E. Chesapeake
Timonium, MD 21286-5306

Re: 903 Greenspring Valley Road (Helmors Farm), District 3c2, Zoning R.C.2
DRC Number: 101612-LLA3

Dear Sir/Madam:

Pursuant to Section 32-4-106(a)(1) of the Baltimore County Code, this letter constitutes an administrative order and decision on the request you filed with this department.

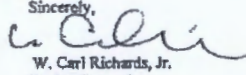
Your request has been submitted for careful review and consideration to the Director and Zoning Office. It has been determined that your proposal:

- ☒ meets the requirements of a limited exemption under Section 32-4-106(a)(1)(viii) BCC
- ☐ meets the requirements of a limited exemption under Section 32-4-106(a)(1)(ii) or (a)(1)(v) BCC
- ☐ does not meet the requirements of a limited exemption under Section 32-4-106(a)(1) BCC.
You will be notified if your project can be scheduled for the next open DRC meeting.
- ☐ needs additional materials/information for review. Contact Carl Richards or Joseph Morrey at 410-887-3391, need devolution of deed sealed prior to 11/25/79 or adjust less than 1 acre.
- ☐ does not reach the scope or extent that would require Baltimore County development approval.
- ☐ all or a portion of the property is located within the Chesapeake Bay Critical Area, therefore prior to recording deeds or submitting a record plat you are required to apply for Lot Consolidation and Reconfiguration through the Dept. of Environmental Protection and Sustainability (Comar 27.01.02.08)

When recording deeds in the land records, please attach this letter and the survey plat as exhibits. Also, if the property(s) are improved or any Baltimore County permits are applied for or anticipated in the future, the following approval agencies should be contacted to resolve any possible development issues: Development Plans Review - 410-887-3751, Planning 410-887-3488, Environmental Protection & Sustainability - 410-887-5859


Arnold Jablon Initial

Sincerely,


W. Carl Richards, Jr.
Zoning Supervisor

Zoning Review | County Office Building
111 West Chesapeake Avenue, Room 111 | Towson, Maryland 21204 | Phone 410-887-3391 | Fax 410-887-3048
www.baltimorecountymd.gov

2552621.2 38025/115818 01/25/2013

Exhibit E

[Approximately 24,053 sq ft Lucas conveys to Compass]

DuVAL & ASSOCIATES, P.A.

SURVEYING • ENGINEERING

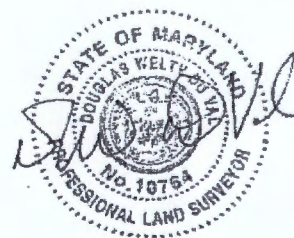
Douglas W.
Raymond B

January 22, 2013

Exhibit E-1
Description of 0.3944 Acres of Land, More or Less
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in and 23.10 feet from the beginning of the Twentieth or North 20 degrees 16 minutes 13 seconds West 78.35 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J. L. E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, Inc.; said point also being in the outline of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber S. M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas; thence leaving the lands of Compass and running across the lands of Lucas, as now surveyed, referring all of the following courses and distances to the Grid Meridian as established by the Baltimore County Metropolitan District, for new lines of division the following four courses and distances, viz: 1) North 82° 16' 28" West 341.92 feet to a point; 2) North 04° 25' 26" West 30.27 feet to a point; 3) North 38° 43' 51" East 132.70 feet to a point and 4) North 61° 11' 29" East 85.48 feet to a point in and 47.61 feet from the beginning of the Twenty-Fourth Deed Line of the aforesaid Blumenfeld to Compass conveyance; thence leaving the lands of Lucas and running reversely with part of the Twenty-Fourth, all of the Twenty-Third, Twenty-Second and Twenty-First and part of the aforesaid Twentieth Deed Line of the said Blumenfeld to Compass conveyance the following five courses and distances, viz: 5) South 40° 08' 49" West 47.61 feet to a point; 6) South 09° 59' 40" West 136.30 feet to a point; 7) South 82° 41' 44" East 215.07 feet to a point; 8) North 09° 59' 40" East 29.39 feet to a point and 9) South 20° 16' 13" East 55.25 feet to the place of beginning. Containing 17,179 square feet or 0.3944 acres of land, more or less.

Being part of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber S. M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas.



EXPIRES 2-7-14.

DuVal & Associates, P.A.

SURVEYING • ENGINEERING

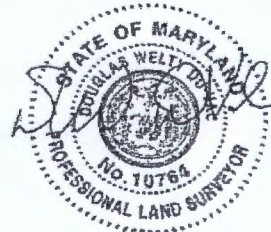
Douglas W.
Raymond B

January 23, 2013

Exhibit B-2
Description of 0.1247 Acres of Land, More or Less
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in and 2.01 feet from the beginning of the Twenty-Fifth or South 80 degrees 00 minutes 20 seconds East 146.25 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L. E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, Inc., said point also being in the outline of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber S.M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas; thence leaving the lands of Compass and running across the lands of Lucas, as now surveyed, referring all of the following courses and distances to the Grid Meridian as established by the Baltimore County Metropolitan District, for new lines of division the following three courses and distances, viz; 1) North 40° 05' 21" East 4.72 feet to a point; 2) North 80° 20' 55" East 151.90 feet to a point and 3) South 05° 03' 06" West 158.53 feet to a point in and 14.93 feet from the beginning of the Second Deed Line of the aforesaid Blumenfeld to Compass conveyance; thence leaving the lands of Lucas and running reversely in part of the Second, all of the First and part of the Twenty-Fifth Deed Lines of the aforesaid Blumenfeld to Compass conveyance the following three courses and distances, viz; 4) North 73° 35' 56" West 14.93 feet to a point; 5) North 09° 59' 40" East 101.12 feet to a point and 6) North 80° 00' 20" West 144.24 feet to the place of beginning. Containing 5,430 square feet or 0.1247 acres of land, more or less.

Being part of that certain piece, parcel or tract of land which, by Deed dated September 12, 2006 and recorded among the Land Records of Baltimore County, Maryland in Liber S. M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas.



EXPIRES 2-7-14

DuVal & Associates, P.A.

SURVEYING • ENGINEERING

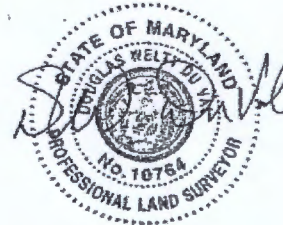
Douglas W. DuVal
Raymond B. Su

January 24, 2013

Exhibit E-3
Description of 0.0332 Acres of Land, More or Less
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in and 16.70 feet from the end of the Eleventh or North 73 degrees 35 minutes 56 seconds West 158.82 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J. L. E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, Inc., said point also being in the outline of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber S. M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas; thence leaving the lands of Compass and running across the lands of Lucas, for a new line of division, as now surveyed, referring all of the following courses and distances to the Grid Meridian as established by the Baltimore County Metropolitan District 1) South 05° 03' 06" West 94.88 feet to a point in and 49.14 feet from the beginning of the Thirteenth Deed Line of the aforesaid Blumenfeld to Compass conveyance; thence leaving the lands of Lucas and running reversely in part of the Thirteenth, all of the Twelfth and part of the Eleventh Deed Lines of the aforesaid Blumenfeld to Compass conveyance the following three courses and distances, viz: 2) North 20° 16' 13" West 49.14 feet to a point; 3) North 09° 59' 40" East 53.95 feet to a point and 4) South 73° 35' 56" East 16.70 feet to the place of beginning. Containing 1,444 square feet or 0.0332 acres of land, more or less.

Being part of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas.



EXPIRES 2-7-14

Exhibit F

[Approximately 24,053 sq ft Compass conveys to Lucas]

DuVal & Associates, P.A.

SURVEYING • ENGINEERING

Douglas W. L.
Raymond B. :

January 22, 2013

Exhibit F-1Description of 0.0036 Acres of Land, More or Less
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in and 47.61 feet from the beginning of the Twenty-Fourth or North 40 degrees 08 minutes 49 seconds East 136.54 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J. L. E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, Inc.; said point also being in the outline of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber S. M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas; thence running in the remainder of the Twenty-Fourth and part of the Twenty-Fifth Deed Lines of the aforesaid Blumenfeld to Compass conveyance, as now surveyed, referring all of the following courses and distances to the Grid Meridian as established by the Baltimore County Metropolitan District the following two courses and distances, viz: 1) North 40° 08' 49" East 88.93 feet to a point and 2) South 80° 00' 20" East 2.01 feet to a point; thence leaving the lands of Lucas and running across the lands of Compass, for new lines of division the following two courses and distances, viz: 3) South 40° 05' 21" West 85.21 feet to a point and 4) South 61° 11' 29" West 5.07 feet to the place of beginning. Containing 154 square feet or 0.0036 acres of land, more or less.

Being part of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J. L. E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, Inc.



EXPIRES 2-7-14

DuVAL & ASSOCIATES, P.A.

SURVEYING • ENGINEERING

Douglas W. DuVal,
Raymond B. Sutor

January 23, 2013

Exhibit F-2
Description of 0.4513 Acres of Land, More or Less
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in and 14.93 feet from the beginning of the Second or South 73 degrees 35 minutes 56 seconds East 153.18 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J. L. E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, Inc. said point also being in the outline of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber S. M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas; thence running in the remainder of the Second and all of the Third through the Tenth and part of the Eleventh Deed Lines of the aforesaid Blumenfeld to Compass conveyance, as now surveyed, referring all of the following courses and distances to the Grid Meridian as established by the Baltimore County Metropolitan District the following ten courses and distances, viz: 1) South 73° 35' 56" East 138.25 feet to a point; 2) North 63° 23' 36" East 61.92 feet to a point; 3) North 07° 26' 15" East 104.72 feet to a point; 4) South 82° 33' 45" East 71.95 feet to a point; 5) South 09° 40' 33" East 95.33 feet to a point; 6) South 07° 26' 15" West 78.35 feet to a point; 7) North 82° 33' 45" West 100.00 feet to a point; 8) North 07° 26' 15" East 40.60 feet to a point; 9) South 63° 23' 36" West 56.29 feet to a point and 10) North 73° 35' 56" West 142.12 feet to a point; thence leaving the outline and running across the lands of Compass for a new line of division 11) North 05° 03' 06" East 20.41 to the place of beginning. Containing 19,655 square feet or 0.4513 acres of land, more or less.

Being part of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J. L. E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, Inc.



EXPIRES 2-7-14

DuVal & Associates, P.A.

SURVEYING • ENGINEERING

Douglas W. DuVal, L.
Raymond B. Sutton, L.

January 24, 2013

Exhibit F-3
Description of 0.0975 Acres of Land, More or Less
3rd Election District
Baltimore County, Maryland

Beginning for the same at the beginning of the Fifteenth or South 87 degrees 32 minutes 33 seconds East 122.35 feet Deed Line of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, Inc.; said point also being in the outline of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber S.M. No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas; thence running with all of the Fifteenth through the Eighteenth Deed Lines of the aforesaid Blumenfeld to Compass conveyance, as now surveyed, referring all of the following courses and distances to the True Meridian as established by the Baltimore County Metropolitan District the following four courses and distances, viz: 1) South 87° 32' 33" East 122.35 feet to a point; 2) South 02° 27' 27" West 100.00 feet to a point; 3) North 87° 32' 33" West 145.00 feet to a point and 4) North 02° 27' 27" East 98.38 feet to a point; thence leaving the lands of Lucas and running across the lands of Compass, for new lines of division the following six courses and distances, viz: 5) South 29° 53' 18" East 13.69 feet to a point; 6) South 02° 27' 27" West 72.59 feet to a point; 7) South 87° 32' 33" East 125.00 feet to a point; 8) North 02° 27' 27" East 80.00 feet to a point; 9) North 87° 32' 33" West 106.02 feet to a point and 10) North 29° 53' 18" West 11.84 feet to place of beginning. Containing 4,245 square feet or 0.0975 acres of land, more or less.

BEING part of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley to Compass Properties, LLC.



EXPIRES 2-7-14

Exhibit G

[Description of reconfigured 2-acre Cole Parcel]

DuVAL & ASSOCIATES, P.A.

SURVEYING • ENGINEERING

November 9, 2012

Douglas W. DuVal, L.S.
Raymond B. Sutton, Jr.Description of 2.0000 Acres of Land, More or Less
Part of Deeds 31752-120 and 24456-072
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in or near the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130; said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber CWB, Jr. No. 969, folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence running on or near said centerline of Greenspring Valley Road and reversely with part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all of the following courses and distances to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69° 32' 41" East 471.82 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20° 27' 19" West 178.79 feet to the Point of Beginning of the 2.0000 acres Parcel of land herein-described; thence running with the following 15 new lines of division, viz:

1. South 05° 03' 06" West 273.82 feet to a point; thence
2. South 20° 16' 13" East 61.80 feet to a point; thence
3. South 29° 53' 18" East 79.52 feet to a point; thence
4. South 87° 32' 33" East 106.02 feet to a point; thence
5. South 02° 27' 27" West 80.00 feet to a point; thence
6. North 87° 32' 33" West 125.00 feet to a point; thence
7. North 02° 27' 27" East 72.59 feet to a point; thence
8. North 29° 53' 18" West 77.30 feet to a point; thence
9. North 20° 16' 13" West 23.10 feet to a point; thence
10. North 82° 16' 28" West 341.92 feet to a point; thence
11. North 04° 25' 26" West 30.27 feet to a point; thence
12. North 38° 43' 51" East 132.70 feet to a point; thence

1729 York Road, Suite 205 • Lutherville, MD 21093
Phone: 410-665-5467 • Fax 410-583-4688 • E mail: duvalspa@verizon.net

2552621.2 38025/115818 01/25/2013

DuVal & Associates, P.A.

SURVEYING • ENGINEERING

Douglas W. DuVal, L.S.
Raymond B. Sutton, Jr.

13. North 61° 11' 29" East 90.55 feet to a point; thence
14. North 40° 05' 21" East 89.93 feet to a point and
15. North 80° 20' 55" East 151.90 feet to the place of beginning.

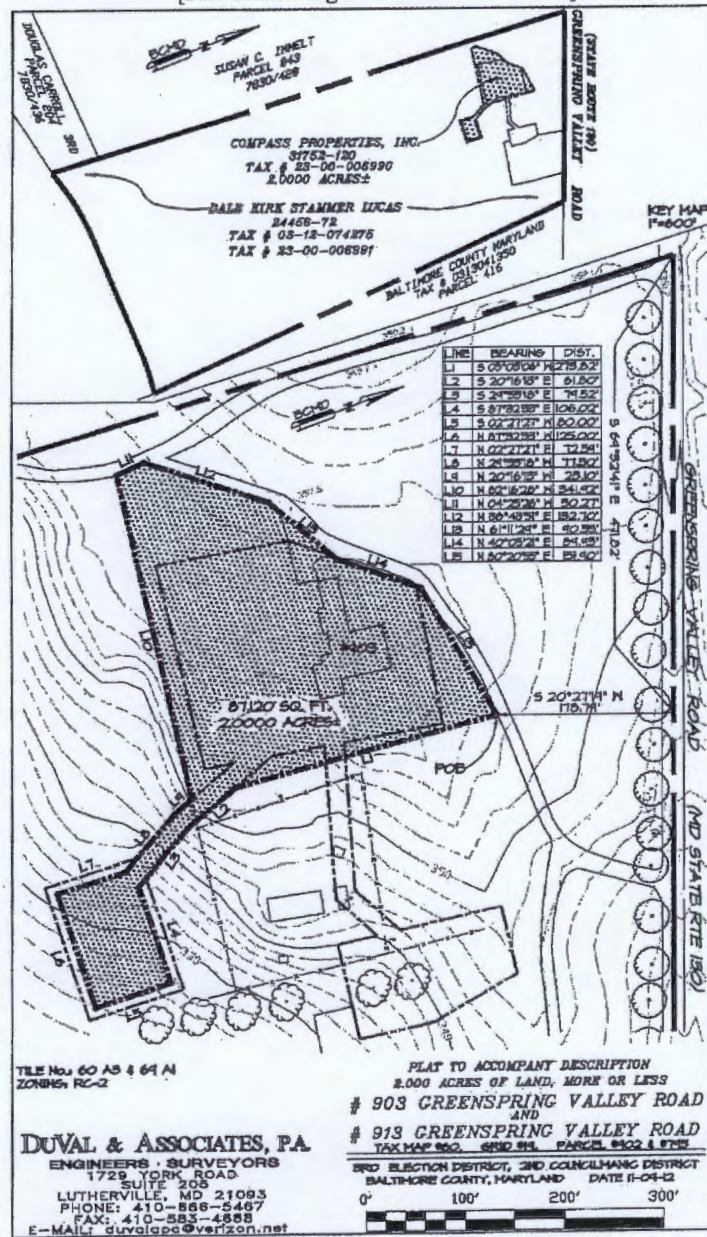
Containing 87,120 square feet or 2.0000 acres of land, more or less.

Being part of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the aforesaid Land Records in Liber JLE No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley, Substituted Trustees and Compass Properties, Inc.

Also being part of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber SM No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC and Dale Kirk Stammer Lucas.

1729 York Road, Suite 205 • Lutherville, MD 21083
Phone: 410-686-5467 • Fax: 410-683-4888 • E mail: duvalapa@verizon.net

Exhibit H
 [Plat of reconfigured 2-acre Cole Parcel]



2552621.2 38025/115818 01/25/2013

003156 UG 187

☒ County: Baltimore

205

Space Reserved for Circuit
Court Clerk Recording Violation

1	Type(s) of Instruments	Deed of Exchange							
2	Conveyance Type Check Box	Improved Sale Arms-Length [1]	Unimproved Sale Arms-Length [2]	Mult. Accounts Arms-Length [3]	Not an Arms- Length Sale [9]				
3	Tax Exemptions (If Applicable) Cite or Explain Authority	Recordation _____ State Transfer _____ County Transfer _____							
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only				
Purchase Price/Consideration					Transfer and Recordation Tax Consideration				
Any New Mortgage					Transfer Tax Consideration \$				
Balance of Existing Mortgage					X() % = \$				
Other					Less Exemption Amount - \$				
Other					Total Transfer Tax = \$				
					Recordation Tax Consideration \$				
					X() % = \$				
					TOTAL DUE \$				
5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent				
		Recording Charge	20.00	20.00					
		Surcharge	40.00	40.00	Tax Bill:				
		State Recordation Tax		.00	C.B. Credit:				
		State Transfer Tax		.00					
		County Transfer Tax (if Applicable)		.00	Ag. Tax/Other:				
		Other							
6	Description of Property	District	Property Tax ID No. (1)	Grantor/Liber/Folio	Map	Parcel No.	Var. LOG		
			23-00-006990						
		Subdivision Name		Lot (Ja)	Block (3b)	Sect./AR/SC	Plat Ref.	Sq. Ft./Acreage (4)	
		Location/Address of Property Being Conveyed (2)							
		903 Greenspring Valley Road, Baltimore, MD							
		Other Property Identifiers (if applicable)					Water Meter Account No.		
		Residential ☐ or Non-Residential ☒ Fee Simple X or Ground Rent ☐ Amount:							
		Partial Conveyance? ☐ Yes ☒ No		Description/Amt. Of Sq. Ft./Acreage Transferred:					
		If Partial Conveyance, List Improvements Conveyed:							
7	Transferred From	Doc. 1 Grantor(s) Name(s)			Doc. 2 Grantor(s) Name(s)				
		Dale Kirk Stammer Lucas							
		Doc. 1 Owner(s) of Records, 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)				
		Compass Properties, Inc.							
		New Owner's (Grantee) Mailing Address							
		903 Greenspring Valley Road, Baltimore, MD							
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				X Return to Contact Person			
	Name: Nicole Revels					☐ Hold for Pickup			
	Firm: Residential Title & Escrow Company					☐ Return Address Provided			
	Address: 100 Painters Mill Road, #200, Owings Mills, MD 21117								
	Phone: 410-653-3409								
Space Reserved for County Validation		IMPORTANT BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER.							
	Assessment Information	Yes	X No	Will the property being conveyed be the grantee's principal residence?					
		Yes	X No	Does transfer include personal property? If yes, identify:					
		Yes	X 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	☐	True Process Verification
	Transfer Number	Date Received		Deed Reference		Subject and Release Property No.			
	Year	19	19	Geo.	MORTGAGE COUNTY, MARYLAND		Block		
	Zoning	Use		Sec.		Lot			
	Buildings	Town Cd.		EXCD ART 11 TITLE 3		Occ. Cd.			
	Town Cd.			SUBTITLE 5 11-3-202					
REMARKS									
Distribution Clerk's Office SDAT Office of Finance Prepare									

**TERMINATION OF EASEMENT
AND RIGHT OF WAY AGREEMENT**

This Termination of Easement and Right of Way Agreement ("Termination of Easement") is made this 28 day of January, 2013, by Dale Kirk Stammer Lucas ("Lucas") and Compass Properties, Inc., a Maryland corporation ("Compass").

Recitals

A. On January 12, 2000, Lucas, Henry L. Cole, and Joanne Cole executed an Easement and Right of Way Agreement that was recorded as Exhibit B in a Deed from Lucas to Henry J. Cole and Linda Cole recorded in the Land Records of Baltimore County, Maryland at Liber 14283, folio 500. The Easement and Right of Way Agreement was not separately indexed and recorded in the Land Records of Baltimore County. Compass is the successor in interest to Henry L. Cole and Joanne Cole.

B. The Easement and Right of Way Agreement encumbered real property described in the Easement and Right of Way Agreement, which is attached to and incorporated in this Termination of Easement as Exhibit A. Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining and especially together with the following:

i) the right to the use in common with other entitled thereto to the roadways (as defined in the Easement and Right of Way Agreement between the parties) for ingress, egress, and regress to Greenspring Valley Road;

ii) the scenic easement upon the 5.5271 acres, more or less as shown on Exhibit 1 attached to the Easement and Right of Way Agreement, for the benefit of the grantees herein, their assigns and the survivor of them and the heirs, Personal Representatives, and assigns of the survivors shall have the rights of ownership; and

iii) a license to the grantees, their assigns, the survivor of them and the heirs, Personal Representatives, and assignees of the survivor for the use of the garage located near the western boundary of the Lucas property pursuant to the Easement and Right of Way Agreement.

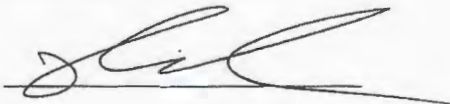
C. Lucas and Compass wish to terminate the Easement and Right of Way Agreement.

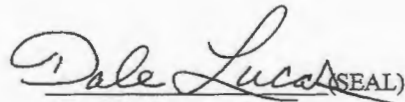
The parties state as follows:

1. Termination. Lucas and Compass terminate the Easement and Right of Way Agreement recorded in the Land Records of Baltimore County, Maryland at Liber 14283, folio 503 and Liber 14283, folio 508.

2. No Further Effect. Lucas and Compass declare that the Easement and Right of Way Agreement is of no further force or effect.

WITNESS:



 (SEAL)
Dale Kirk Stammer Lucas

STATE OF Maryland)
) ss.
CITY/COUNTY OF Baltimore)

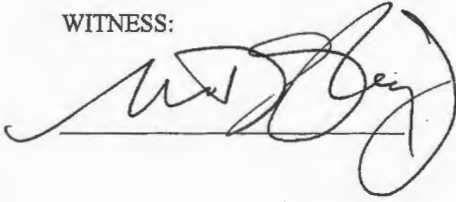
On this 28th day of January, 2013, before me a Notary Public for the state and city/county aforesaid, personally appeared Dale Kirk Stammer Lucas who has satisfactorily been proven to be the person whose name is subscribed to the within instrument, having acknowledged that he executed the same for the purposes therein contained.

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

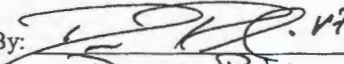



NOTARY PUBLIC
My Commission expires: 4/29/16

WITNESS:



Compass Properties, Inc.

By:  (SEAL)Name: Duane R. RhineTitle: Vice PresidentSTATE OF MD

)

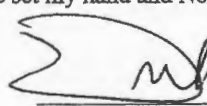
) ss.

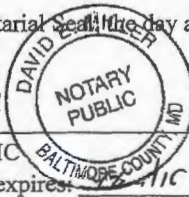
CITY/COUNTY OF Baltimore

)

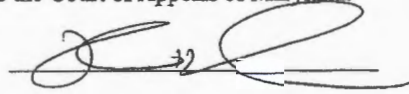
On this 20th day of January, 2013, before me, the undersigned officer personally appeared Duane R. Rhine who made acknowledgement on behalf of Compass Properties, Inc., a Maryland corporation, and that he, as the VP of Compass Properties, Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by self as the VP of Compass Properties, Inc..

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


 NOTARY PUBLIC
 My Commission expires: 12/31/14



This is to certify that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.



After Recording Return To:



File No: 63228
**RESIDENTIAL TITLE
& ESCROW COMPANY**

100 Painters Mill Road - Suite 200
Owings Mills, Maryland 21117

410-653-3400 • Fax 410-653-3621 • www.residentialtitle.com

EXHIBIT A

EXHIBIT B

0014283 508

EASEMENT AND RIGHT OF WAY AGREEMENT

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (the "Agreement") is made this 12th day of January, 2000, by and among HENRY L. COLE and JOANNE COLE (collectively, "Cole") and DALE KIRK STAMMER LUCAS ("Lucas").

EXPLANATORY STATEMENT

A. By deed from Lucas dated of even date herewith, and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland, immediately prior to this Agreement, Cole, as tenants by the entireties, acquired all that parcel of land described in **Exhibit A**, attached hereto as a part hereof, and identified as "2 Ac Lot" on the other exhibits to this Agreement (the "Cole Parcel").

B. By deeds from DALE KIRK STAMMER LUCAS and G. RICHARD SCHOLL, Personal Representatives of the Estate of Edgar M. Lucas, deceased, dated September 3, 1999, and recorded among the Land Records of Baltimore County, Maryland, on September 20, 1999, at Liber 14034, folios 092, 105, and 113, et seq., Lucas acquired all those parcels of land described in **Exhibit B**, attached hereto as a part hereof. The parcel described in the deed recorded at Liber 14034, folio 092 shall be referred to as the "Lucas Parcel."

C. As part of the consideration of the purchase of the Cole Parcel, Lucas and Cole agreed to enter into easement agreements to govern the use and maintenance of roadways traversing each parcel, to operate the water systems located on each parcel jointly in order to provide back-up water supplies to each other, and to provide a scenic easement and use of an access road to the owner of the "Child's Lot" as described in the deed recorded at Liber 14034, folio 113 and on **Exhibits B and C** and which is currently owned by Lucas.

D. The Cole Parcel, the Child's Lot and the Lucas Parcel shall be referred to collectively as the "Property."

NOW, THEREFORE, THIS EASEMENT AND RIGHT OF WAY AGREEMENT WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) in hand paid by each of the parties hereto to the other, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree and covenant as follows:

1. *Definition of Roadways.* As used herein, the term and expression "Roadways" shall refer to and include:

(a) Those roadways or portion of roadways located on the front part of the Property and granting access from Greenspring Valley Road back to the residence located on the Cole Parcel and the garage located in the Scenic Easement, as defined

033158 098

below, and not including any roads located on the Lucas Parcel or the Children's Lot, except as specifically indicated on **Exhibit D** as the "Roadways"; and

(b) Such other items or parcels as the parties may from time to time designate as the "Roadways" by means of a written supplement to this Agreement, consented to by the holders of all mortgages and by the trustees named in all deeds of trust on the Cole Parcel or the Lucas Parcel, as defined below, or any part or portion thereof.

2. *Rights to Use Roadways.* Lucas hereby establishes and creates for the benefit of Cole a non-exclusive easement, right of way, license, right and privilege to use and enjoy, for the purposes for which they have been designed, the Roadways. Cole hereby establishes and creates for the benefit of Lucas a non-exclusive easement, right of way, license, right and privilege to use and enjoy, for the purposes for which they have been designed, the Roadways, including without limitation the Roadways which have been or may be hereafter constructed on the Cole Parcel. The rights and privileges granted and conferred by this **Section 2** shall be exercised and enjoyed in common by the parties hereto.

3. *Maintenance of the Roadways.* Cole and Lucas shall share the cost of maintaining the portion of the Roadways extending from Greenspring Valley Road to the garage equally, with the party on whose parcel any Roadway is located being responsible for performing the maintenance reasonably required to maintain the Roadway in an adequate state of cleanliness and repair. All other Roadways shall be maintained at the cost of Lucas.

4. *Rights to Use Water Systems.* The water systems located on the Cole Parcel and the Lucas Parcel shall be operated jointly in order to provide back up water supplies to each other as and when necessary. Each owner shall be responsible for the maintenance of the water system located on such owner's parcel.

5. *Scenic Easement for Cole.* Lucas hereby grants a scenic easement to and for the benefit of Cole and any successor owner of the Cole Parcel on that area delineated on **Exhibit D** as the "Scenic Easement." Cole shall have all rights of ownership in the Scenic Easement, subject to the current agricultural preservation easement covering the Property and in accordance with its terms. Cole shall be responsible for the cutting of grass, trimming of shrubbery, and all other maintenance in the Scenic Easement. The scenic easement shall terminate on that date fifty (50) years from the date of this Agreement.

6. *Garage.* Lucas grants a license to Cole to use the garage located near the western boundary of the Property until Cole constructs a garage on the Cole Parcel or in the Scenic Easement. Cole shall be responsible for the maintenance of the garage and the payment of all utilities used at the garage. Cole may use the underground storage tanks in the garage area for Cole's own use until a new garage is constructed. Cole shall be responsible for all maintenance and repair of such tanks and any

environmental contamination due to such tanks at Cole's expense and shall provide Lucas with adequate evidence that such tanks are in good working order upon request of Lucas or at the end of Cole's use of the garage. This license shall continue in full force and effect until the earlier of (a) construction of another garage as described above, (b) receipt of written notice to Lucas from Cole that Cole wishes to terminate the license, (c) a default by Cole in the maintenance obligations set forth above, which default is not cured within fifteen (15) days after written notice thereof is given to Cole by Lucas, or (d) that date fifty (50) years from the date of this Agreement. Cole's responsibility for environmental contamination shall survive the termination of this license and this Agreement.

7. *Nature of Rights Granted.* The easements, restrictions, benefits and obligations set forth in this Agreement shall create easements, restrictions, benefits and servitudes upon each parcel, running with the land, which shall be perpetual, except as specifically set forth herein. This Agreement shall create privity of contract and estate with and among the parties hereto and all grantees of all or any part of the Lucas Parcel or the Cole Parcel, their successors and assigns. Cole and Lucas may grant the benefit of all easements, licenses, rights or privileges hereby granted to or conferred upon it to any tenant occupying all or any portion of the Cole Parcel or Lucas Parcel for the duration of such tenancies and to the invitees of such tenants.

8. *Right to Cure Defaults.* If Lucas shall fail to perform fully and completely any duty or obligation imposed upon or assumed by it under this Agreement, then Cole, after fifteen (15) days prior written notice to Lucas, may cure such default. Lucas shall reimburse Cole for all costs and expenses, including reasonable attorneys' fees, incurred by Cole in curing such default, promptly after demand for reimbursement by Cole.

If Cole shall fail to perform fully and completely any duty or obligation imposed upon or assumed by it under this Agreement then Lucas, after fifteen (15) days prior written notice to Cole, may cure such default. Cole shall reimburse Lucas for all costs and expenses, including reasonable attorneys' fees, incurred by Lucas in curing such default, promptly after demand for reimbursement by Lucas.

9. *Indemnity.* The owner of each Parcel (the "Indemnifying Owner") shall indemnify and hold harmless each other owner and each of their heirs, personal representatives, and assigns (collectively, the "Indemnified Persons"), from and against all liabilities, damages, costs or claims of any nature incurred in connection with any and all personal injury to or death of persons or loss of or damage to real or personal property arising out of the exercise or use by the Indemnifying Owner or such Owner's agents, employees and invitees of any easement or right created under this Easement on the Indemnified Persons' Parcel, excepting only the negligence or willful misconduct of the Indemnified Person.

10. *Miscellaneous Provisions.* This Agreement contains the final and entire agreement between the parties hereto and they shall not be bound by any liens,

conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns.

As used in this Agreement the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The provisions of this Agreement shall be deemed to be cumulative. No provision of this Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

THIS AGREEMENT SHALL BE SUPERIOR TO ALL MORTGAGES OR DEEDS OF TRUST PLACED UPON EITHER PARCEL, AND SHALL BIND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE PARTIES AND ALL FUTURE OWNERS OF THE PARCELS DESCRIBED HEREIN.

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

WITNESS:

Henry L. Cole *Henry L. Cole* (SEAL)
HENRY L. COLE

Joanne K. Cole *Joanne K. Cole* (SEAL)
JOANNE COLE

WITNESS:

Dale Kirk Stammer Lucas *Dale Kirk Stammer Lucas* (SEAL)
DALE KIRK STAMMER LUCAS

STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

On this 12 day of January, 2000 before me, the undersigned Notary Public, personally appeared HENRY L. COLE and JOANNE COLE, known to me or satisfactorily proven to be the persons whose names are subscribed to the aforesaid instrument and who acknowledged that they executed the aforesaid instrument for the purposes therein contained.

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

Linda St. Andrew
Notary Public

My Commission Expires: 8/30/2000STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

On this 12 day of January, 2000, before me, the undersigned Notary Public, personally appeared DALE KIRK STAMMER LUCAS, known to me or satisfactorily proven to be the person whose name is subscribed to the aforesaid instrument and who acknowledged that he executed the aforesaid instrument for the purposes therein.

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

Christina Ruchter Stassen
Notary Public

My Commission Expires: 11/1/02

This instrument has been prepared by John P. Evans, an attorney, under such attorney's supervision, or by one of the parties named in this instrument.

John P. Evans
John P. Evans, Esquire



Page 1 of 2

April 21, 1999

DESCRIPTION OF 2.0000 ACRE OF LAND, MORE OR LESS.

Part of Deed 969-137

3rd Election District
Baltimore County, Maryland

BEGINNING at a point in or about the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130, said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence binding on or about said centerline of Greenspring Valley Road and reversely on part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all bearings of this description to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69°32'41" East 480.69 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20°27'19" West 233.24 feet to the Point of Beginning of the 2.0000 acres Parcel of land herein described; thence running with the following 25 new lines of division, viz:

- 1) South 09 degrees 59 minutes 40 seconds West 101.12 feet to a point;
- 2) South 73 degrees 35 minutes 56 seconds East 153.18 feet to a point;
- 3) North 63 degrees 23 minutes 36 seconds East 61.92 feet to a point;
- 4) North 07 degrees 26 minutes 15 seconds East 104.72 feet to a point;
- 5) South 82 degrees 33 minutes 45 seconds East 71.95 feet to a point;
- 6) South 09 degrees 40 minutes 33 seconds East 95.33 feet to a point;
- 7) South 07 degrees 26 minutes 15 seconds West 78.35 feet to a point;
- 8) North 82 degrees 33 minutes 45 seconds West 100.00 feet to a point;
- 9) North 07 degrees 26 minutes 15 seconds East 40.60 feet to a point;

DuVal & Associates, P.A.
Engineers • Surveyors8 Edgarwood Court
Phoenix, Maryland 21131
(410) 666-5467
Fax (410) 583-4688

Page 2 of 2

DESCRIPTION OF 2.0000 ACRE OF LAND (Continued)

- 10) South 63 degrees 23 minutes 36 seconds West 56.29 feet to a point;
- 11) North 73 degrees 35 minutes 56 seconds West 158.82 feet to a point;
- 12) South 09 degrees 59 minutes 40 seconds West 53.95 feet to a point;
- 13) South 20 degrees 16 minutes 13 seconds East 110.94 feet to a point;
- 14) South 29 degrees 53 minutes 18 seconds East 67.68 feet to a point;
- 15) South 87 degrees 32 minutes 33 seconds East 122.35 feet to a point;
- 16) South 02 degrees 27 minutes 27 seconds West 100.00 feet to a point;
- 17) North 87 degrees 32 minutes 33 seconds West 145.00 feet to a point;
- 18) North 02 degrees 27 minutes 27 seconds East 98.38 feet to a point;
- 19) North 29 degrees 53 minutes 18 seconds West 58.62 feet to a point;
- 20) North 20 degrees 16 minutes 13 seconds West 78.35 feet to a point;
- 21) South 09 degrees 59 minutes 40 seconds West 29.39 feet to a point;
- 22) North 82 degrees 41 minutes 44 seconds West 215.07 feet to a point;
- 23) North 09 degrees 59 minutes 40 seconds East 136.30 feet to a point;
- 24) North 40 degrees 08 minutes 49 seconds East 136.54 feet to a point and
- 25) South 80 degrees 00 minutes 20 seconds East 146.25 feet to the place of beginning.

CONTAINING 87,120 square feet or 2.0000 acre of land, more or less.

BEING part of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas.

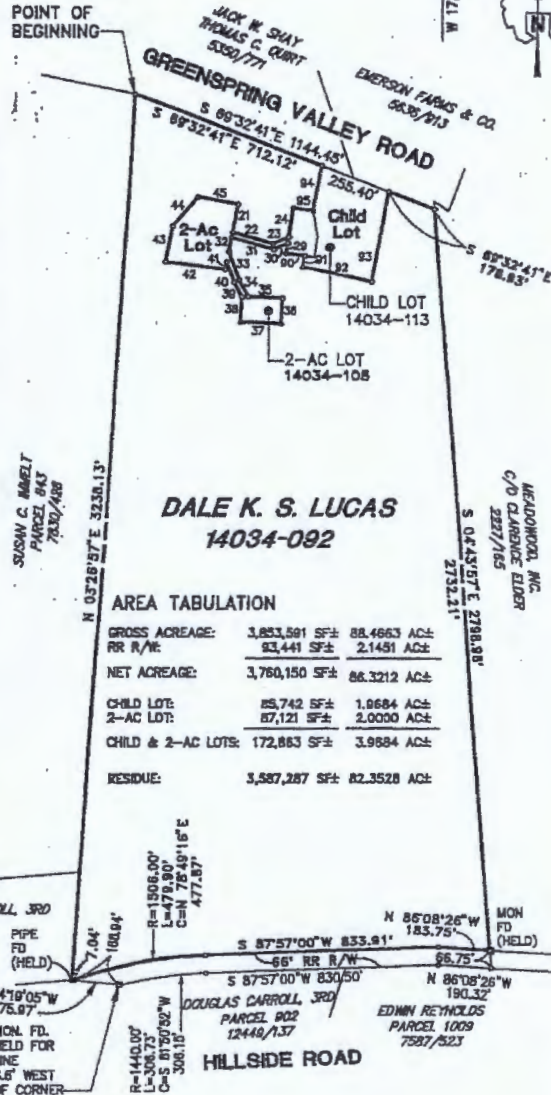
0014285 515

033158 100

RESIDUE		
3,587,287 SF/82.3528 AC±		
#	DIRECTION	DISTANCE
1	S 69°32'41"E	712.12'
94	S 10°49'30"W	180.90'
85	N 82°33'45"W	70.40'
24	S 07°26'15"W	104.72'
23	S 63°23'36"W	61.92'
22	N 73°35'56"W	153.18'
21	N 09°59'40"E	101.12'
45	N 80°00'20"W	148.25'
44	S 40°08'48"W	136.54'
43	S 09°59'40"W	136.30'
42	S 82°41'44"E	215.07'
41	N 09°59'40"E	29.39'
40	E 80°18'13"E	78.39'
39	S 29°53'16"E	58.62'
38	S 02°27'27"W	98.38'
37	S 87°32'33"E	145.00'
36	N 02°27'27"E	100.00'
35	N 87°32'33"W	122.35'
34	N 29°53'16"W	67.68'
33	N 20°16'13"W	110.94'
32	N 09°59'40"E	53.95'
31	S 73°35'56"E	158.82'
30	N 63°23'36"E	56.29'
29	S 07°26'15"W	40.60'
90	S 82°33'45"E	65.91'
91	S 08°09'41"W	43.24'
92	S 78°06'22"E	252.55'
93	N 09°25'08"E	335.60'
1	S 89°32'41"E	178.93'
1	S 04°43'57"E	2732.21'
1	N 86°08'26"W	183.75'
1	S 87°57'00"W	833.91'
1	R=1508.00' L=479.80'	
1	N 84°19'05"W	7.04'
1	N 03°26'57"E	3238.13'

EXHIBIT B

POINT OF BEGINNING



DALE K. S. LUCAS
14034-092

AREA TABULATION

GROSS ACREAGE:	3,853,591 SF±	88.4663 AC±
RR R/W:	83,441 SF±	2.1451 AC±
NET ACREAGE:	3,760,150 SF±	86.3212 AC±
CHILD LOT:	85,742 SF±	1.9684 AC±
2-AC LOT:	87,121 SF±	2.0000 AC±
CHILD & 2-AC LOTS:	172,863 SF±	3.9684 AC±
RESIDUE:	3,587,287 SF±	82.3528 AC±

DOUGLAS CARROLL 3RD
7530/438N 84°19'05"W
175.97'
MON. FD.
HELD FOR
LINE
8.6' WEST
OF CORNERR=1508.00'
L=479.80'
C=178.49'±
477.87'DOUGLAS CARROLL 3RD
PARCEL 902
12449/137N 86°08'26"W
183.75'
MON
FD
(HELD)EDWIN REYNOLDS
PARCEL 1009
7587/523

**Plat Showing Residue of
LUCAS PROPERTY (HELMORE FARM)
901 Greenspring Valley Road**

3RD ELECTION DISTRICT
SCALE: 1"=400'

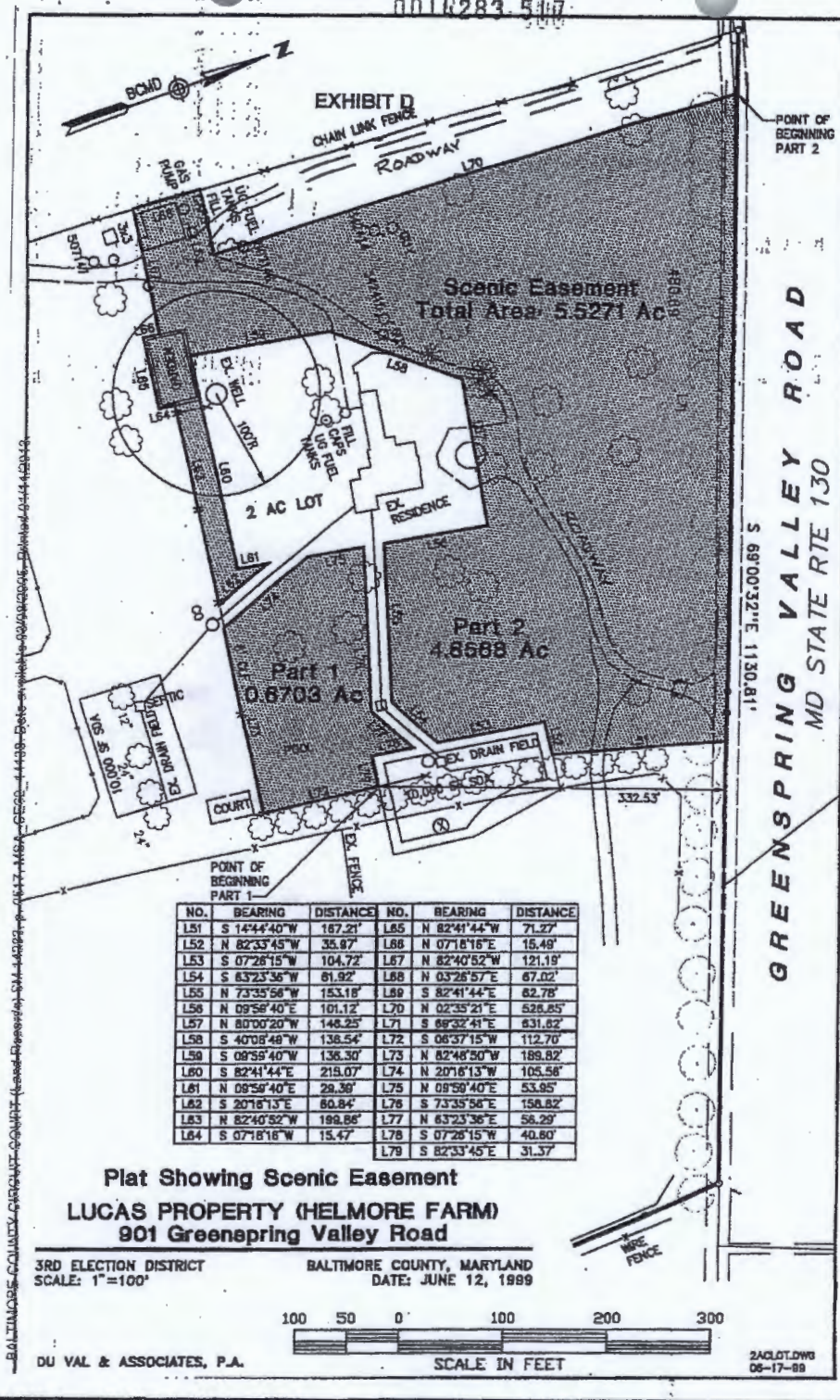
BALTIMORE COUNTY, MARYLAND
DATE: DECEMBER 14, 1999

87057-RESIDUE.DWG
12-14-99

DU VAL & ASSOCIATES, P.A.

INGRESS AND EGRESS EASEMENT		
NO.	BEARING	DISTANCE
1	S 69°32'41" E	20.73'
2	S 35°43'17" W	85.77'
3	S 16°00'31" E	24.60'
4	S 67°44'19" E	79.19'
5	S 10°48'30" W	30.61'
6	N 67°44'19" W	130.79'
7	N 87°44'19" W	19.12'
8	N 02°15'41" E	25.00'
9	S 87°44'19" E	15.57'
10	N 67°15'41" E	28.15'
11	N 35°43'17" E	92.42'

001K283.517



033158 102

DUVAL & ASSOCIATES, P.A.
Engineers • Surveyors8 Edgarwood Court
Phoenix, Maryland 21131
(410) 666-5467
Fax (410) 583-4688

033158 103

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June 12, 1999

DESCRIPTION OF 0.6703 ACRE OF LAND, MORE OR LESS
(Part One of Scenic Easement)
Part of Deed 969-1373rd Election District
Baltimore County, Maryland

BEGINNING at a point in or about the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130, said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence binding on or about said centerline of Greenspring Valley Road and reversely on part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all bearings of this description to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69°32'41" East 739.17 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20°27'19" West 332.53 feet to the Point of Beginning of the 0.6703 acres Parcel of land herein described; thence running through the lands of Lucas with the following eight new lines of division, viz:

- 1) South 06 degrees 37 minutes 15 seconds West 112.70' to a point;
- 2) North 82 degrees 48 minutes 50 seconds West 189.82' to a point;
- 3) North 20 degrees 16 minutes 13 seconds West 105.56' to a point;
- 4) North 09 degrees 59 minutes 40 seconds East 53.95' to a point;
- 5) South 73 degrees 35 minutes 56 seconds East 158.82' to a point;
- 6) North 63 degrees 23 minutes 36 seconds East 56.29' to a point;
- 7) South 07 degrees 26 minutes 15 seconds West 40.60' to a point and
- 8) South 82 degrees 33 minutes 45 seconds East 31.37' to the place of beginning.

CONTAINING 29,199 square feet or 0.6703 acres of land, more or less.

0014283 519

EXHIBIT 1 (continued)

DUVAL & ASSOCIATES, P.A.
Engineers • Surveyors

8 Edgarwood Court
Phoenix, Maryland 21131
(410) 666-5467
Fax (410) 583-4688

Page 2 of 4

June 12, 1999

DESCRIPTION OF 0.6703 ACRE OF LAND (Cont'd)
(Part One of Scenic Easement)

BEING part of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14283, p. 0519, MSA_CE62_14138. Date available 03/08/2005. Printed 01/14/2013.

033158 104

Page 3 of 4

June 12, 1999

DESCRIPTION OF 4.8568 ACRE OF LAND, MORE OR LESS**(Part Two of Scenic Easement)**

Part of Deed 969-137

BEGINNING at a point in or about the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130, said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence binding on or about said centerline of Greenspring Valley Road and reversely on part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all bearings of this description to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69°32'41" East 57.23 feet to Point of Beginning of the 4.8568 acres Parcel of land herein described; thence continuing to bind on or about said centerline of Greenspring Valley Road and reversely on part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance

- 1) South 69 degrees 32 minutes 41 seconds East 631.62' to a point; thence running across the southern half of said Greenspring Valley Road and through the lands of Lucas with the following 20 new lines of division, viz:
- 2) South 14 degrees 44 minutes 40 seconds West 167.21' to a point;
- 3) North 82 degrees 33 minutes 45 seconds West 35.97' to a point;
- 4) South 07 degrees 26 minutes 15 seconds West 104.72' to a point;
- 5) South 63 degrees 23 minutes 36 seconds West 61.92' to a point;
- 6) North 73 degrees 35 minutes 56 seconds West 153.18' to a point;
- 7) North 09 degrees 59 minutes 40 seconds East 101.12' to a point;
- 8) North 80 degrees 00 minutes 20 seconds West 146.25' to a point;
- 9) South 40 degrees 08 minutes 49 seconds West 136.54' to a point;
- 10) South 09 degrees 59 minutes 40 seconds West 136.30' to a point;

DUVAL & ASSOCIATES, P.A.

Engineers • Surveyors

Page 4 of 4

June 12, 1999

8 Edgarwood Court
 Phoenix, Maryland 21131
 (410) 666-5467
 Fax (410) 583-4688

DESCRIPTION OF 4.8568 ACRE OF LAND (Cont'd)

(Part Two of Scenic Easement)

- 11) South 82 degrees 41 minutes 44 seconds East 215.07' to a point;
- 12) North 09 degrees 59 minutes 40 seconds East 29.39' to a point;
- 13) South 20 degrees 16 minutes 13 seconds East 60.84' to a point;
- 14) North 82 degrees 40 minutes 52 seconds West 199.86' to a point;
- 15) South 07 degrees 18 minutes 16 seconds West 15.47' to a point;
- 16) North 82 degrees 41 minutes 44 seconds West 71.27' to a point;
- 17) North 07 degrees 18 minutes 16 seconds East 15.49' to a point;
- 18) North 82 degrees 40 minutes 52 seconds West 121.19' to a point;
- 19) North 03 degrees 26 minutes 57 seconds East 67.02' to a point;
- 20) South 82 degrees 41 minutes 44 seconds East 62.78' to a point and
- 21) North 02 degrees 35 minutes 21 seconds East 526.85' to the palce of beginning.

CONTAINING 211,561 square feet or 4.8568 acres of land, more or less.

BEING part of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber 969, Folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas.



DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made this ^{28th} day of January, 2013 by DALE KIRK STAMMER LUCAS ("Lucas") and COMPASS PROPERTIES, INC., a Maryland corporation ("Compass").

RECITALS

- A. Lucas is the owner of all the certain land, situate and lying in Baltimore County, Maryland, which is described in Exhibit A (hereinafter referred to as the "Lucas Property").
- B. Compass is the owner of the 2.00 acre parcel of land, which lies completely within the Lucas Property, and is more particularly described in Exhibit B attached hereto and incorporated herein (the "Compass Property"). The Compass Property has been reconfigured by the certain Lot Line Adjustment Deed of even date by and between the parties hereto and intended to be recorded immediately before this Declaration.
- C. Lucas desires to create an easement over the Lucas Property to, from and between the Compass Property and Greenspring Valley Road (MD State Route 130).
- D. Lucas is executing this Declaration in order to establish such easement which shall burden a portion of the Lucas Property and benefit the Compass Property and the balance of the Lucas Property.
- E. The Maryland Board of Public Works at its meeting of November 14, 2012, approved the reconfiguration of the Compass Property, as had been previously approved by the Maryland Agricultural Land Preservation Board of Trustees at its meeting of September 25, 2012 which approval included establishing an access easement to that Compass Property.

NOW, THEREFORE, Lucas hereby subjects the Lucas Property to the operation and effect of the provisions of this Declaration which are hereinafter set forth:

Section 1. Declaration of Easement.

1.1. Lucas hereby declares and establishes for the benefit of the owner of the Compass Property and the owner of the Lucas Property, and such owners' personal representatives, heirs, successors and/or assigns, the following easement:

1.1.1. an irrevocable, perpetual and non-exclusive easement (the "Access Easement") in, over and through the Lucas Property, for pedestrian, vehicular and utility access to and from the Compass Property and Greenspring Valley Road and for facilities related to such access and utilities all of which, together with the improved driveways and associated improvements thereto, all additions or replacements thereof made within the Access Easement Area (as defined below) pursuant to the provisions of this Declaration (the "Access Easement Facilities") to serve the lots and improvements now or hereafter existing upon the Compass

Property and the Lucas Property also for the use of any tenants, agents, guests, employees and/or invitees of the owner(s) of the Compass Property and the Lucas Property; and

1.1.2. a temporary easement in, over, through and under so much of the remainder of the Lucas Property outside the Access Easement Area as reasonably may be necessary to enable the owner of the Compass Property, its personal representatives, heirs, successors or assigns, for repair and replacement of the Access Easement Facilities;

1.2. The Access Easement Area is shown and described on Exhibit C attached hereto and incorporated herein (the "Access Easement Area") and by way of clarification, includes the portion of the driveway shown on Exhibit C as the Western Access Driveway within the Access Easement Area.

1.3. The burden of the Access Easement shall run with and bind upon the title to the Lucas Property and upon each person from time to time hereafter holding such title of record.

1.4. The benefit of the Access Easement shall run with the title to the Compass Property and the Lucas Property (and each person from time to time holding such title of record) (an "Access Easement Benefitted Property"), each Access Easement Benefitted Property owner's respective heirs, personal representatives, successors and assigns as holders of record of the title to the Access Easement Benefitted Property, but shall not run with the title to any land other than the Access Easement Benefitted Property and shall remain private and not benefit the public.

Section 2. Exercise of Easement.

2.1. Costs and Manner of Exercise. The cost of any maintenance, repair, replacement or use of, or connection to, the Access Easement Facilities (the "Easement Facilities") shall be borne by the owner(s) of the Lucas Property and the owner(s) of the Compass Property, in equal one-half shares. The Easement Facilities have been constructed to such standards as are reasonable for a working horse farm with residences in a rural area and maintenance, repair, replacement or use of, or connection to, the Easement Facilities shall be consistent with those rural standards.

2.2. Site Distance. The owners of the Lucas Property and the Compass Property acknowledge that pedestrian and vehicular access to and from Greenspring Valley Road is made difficult by the volume and speed of vehicular travel on that State Route, such that matters of site distance in both directions along Greenspring Valley Road are integral to the exercise of the Access Easement.

2.2.1 The owner of the Lucas Property shall perform all reasonably necessary maintenance and not otherwise change the land area, above the elevation of existing grades, that lies between the two driveways that are located within Access Easement Area and Greenspring Valley Road (including, without limitation, that no improvements may be constructed in that area). If any of the trees in this area dies, falls, is in danger of falling, or is required to be removed, then the owner of the Lucas Property and the owner of the Compass Property will

cooperate in good faith to replace the tree or trees with a suitable vegetative screen from Greenspring Valley Road or a suitable tree (depending on the location).

2.2.2 The owners of the Lucas Property and the Compass Property will make reasonable efforts to direct tenants, agents, guests, employees and/or invitees of the owner(s) of the Compass Property and the Lucas Property to enter via the Western Access Driveway, as depicted on Exhibit C. Additionally reasonable efforts will be made to cause trucks to enter and exit, to the extent practicable (by way of example and not limitation, it may not be practicable for trucks pulling horse trailers), via the Western Access Driveway.

2.3. Duty of Maintenance. The owners of the Lucas Property and the Compass Property, from time to time, shall, and subject to the cost-sharing provisions of Subsection 2.1.,

2.3.1. perform all necessary maintenance (including, without limitation, snow and ice removal) and repair of, and replacements to, the Easement Facilities or portion thereof, and the respective Easement Area or portion thereof in which they were installed to the end that the Easement Facilities and such Easement Area are maintained at all times in good order and repair except that any other land or improvements damaged by a owner's exercise of the Easement or use of such Easement Area in any manner is the sole responsibility of such parcel owner, and

2.3.2. promptly restore such Easement Area, any improvements thereon and any other land or improvements which are damaged by any such exercise or use to its condition immediately before such installation or other exercise or use (including, by way of example rather than of limitation, restoring any paving or other improvements which may be disturbed by such use).

2.4. Cost of Installation. Notwithstanding any provision herein to the contrary, Lucas expressly reserves the right to make improvements to the Western Access Driveway, as depicted on Exhibit C, including without limitation widening the driveway to better serve the Lucas Property, in which event the cost of the initial installation of all of those improvements to the Western Access Driveway shall be borne and paid by the owner of the Lucas Property. In the event such improvements are made, thereafter, the owner of the Lucas Property will be responsible for the cost of maintenance on the Western Access Driveway.

Section 3. General

3.1. Effectiveness. This Declaration shall become effective on its execution and delivery by each party hereto.

3.2. Complete Understanding. This Declaration represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements or agreements, either written or oral, between the parties hereto as to the same.

3.3. Amendment. This Declaration may be amended by and only by an instrument executed and delivered by each party hereto or such party's personal representatives, heirs, successors and/or assigns.

3.4. Applicable Law. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding brought hereunder shall be brought in the courts of Maryland.

3.5. Headings. The headings of the sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

3.6. Construction. As used herein, (a) the term "person" means a natural person, trustee, a corporation, a partnership and any other form of legal entity; (b) all references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) the term means the person hereinabove named or described as such and their respective heirs, personal representatives, successors and assigns.

3.7. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto as hereby made a part hereof.

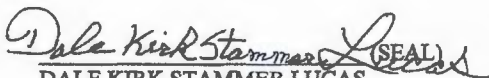
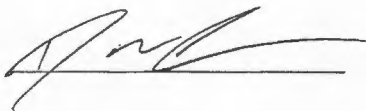
3.8. Assignment. This Declaration shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

3.9. Liability. Neither the parties hereto nor their respective heirs, personal representatives, successors and assigns hereunder as a land owner shall have any liability hereunder for any expense or obligation whatsoever, unless such expense or obligation accrues which such person is the owner of record of the land with respect to which such expense or obligation accrued. Each such person shall be liable for any such expense or obligation which accrues while such person is the owner of record of such land, and such liability shall survive such person's subsequent conveyance of such property of record to any other person.

IN WITNESS WHEREOF, the parties have executed and ensealed this Declaration or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

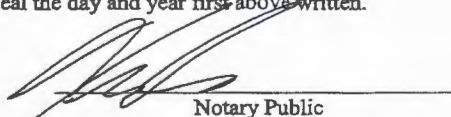
[Signatures Continue]

WITNESS:


DALE KIRK STAMMER LUCASSTATE OF MARYLAND: COUNT OF Frederick : TO WIT:

I HEREBY CERTIFY that on this 14th day of January, 2013 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared DALE KIRK STAMMER LUCAS, known to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal the day and year first above written.


Notary PublicMy Commission Expires September 4, 2016

ATTEST:

COMPASS PROPERTIES, INC.

By: [Signature] (SEAL)
 Name: Diane Rhoads
 Title: Vice President

STATE OF MARYLAND: COUNT OF 0,14,moa: TO WIT:

I HEREBY CERTIFY that on this 27th day of January, 2015, before me,
 the subscriber, a Notary Public of the State of Maryland, personally appeared Diane A. Rhoads,
 who acknowledged herself to be the V.P. President of COMPASS PROPERTIES,
 INC., and he acknowledged that he executed the foregoing on behalf of said Corporation for the
 purposes therein contained and he acknowledged the same to be the lawful act and deed of the
 aforesaid Corporation.

AS WITNESS my hand and Notarial Seal the day and year first above written.

[Signature]
 Notary Public

My Commission Expires: 2/27/16

Return To:



File No. 63228
**RESIDENTIAL TITLE
 & ESCROW COMPANY**

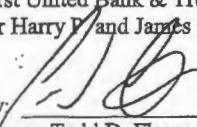
100 Painters Mill Road - Suite 200
 Owings Mills, Maryland 21117
 410-653-3400 • Fax 410-653-3621 • www.residentialtitle.com

The undersigned trustee for the noteholder hereby acknowledge and consent to the terms and conditions of this Declaration, for the purposes of subordinating all of their right, title and interest under that certain deed of trust last modified December 28, 2012 encumbering the Lucas Property to the operation and effect of this Declaration.

ATTEST:

HARRY P. AND JAMES C.M. LUCAS TRUST

By: First United Bank & Trust
for Harry P. and James C.M. Lucas Trust

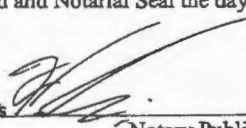
By:  (SEAL)
Name: Todd D. Flower, Trust Officer

STATE OF MARYLAND: COUNTY OF Frederick: TO WIT:

I HEREBY CERTIFY that on this 14th day of January, 2013, before me, a Notary Public for the state and county aforesaid, personally appeared Todd D. Flower, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a Trust Officer of the HARRY P. AND JAMES C.M. LUCAS TRUST, that he has been duly authorized to execute the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

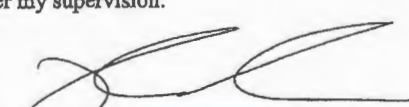
My Commission Expires
September 4, 2016


Notary Public

My Commission Expires: _____

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that I am an attorney admitted to practice law in the State of Maryland and that this document was prepared under my supervision.


Stuart D. Kaplow, Esquire

TO THE CLERK: Upon its recordation, please return this instrument to Stuart D. Kaplow, Esquire, Stuart D. Kaplow, P.A., 15 East Chesapeake Avenue, Towson, Maryland 21286.

[Lucas Parcel – Prior to Exchange Deed]

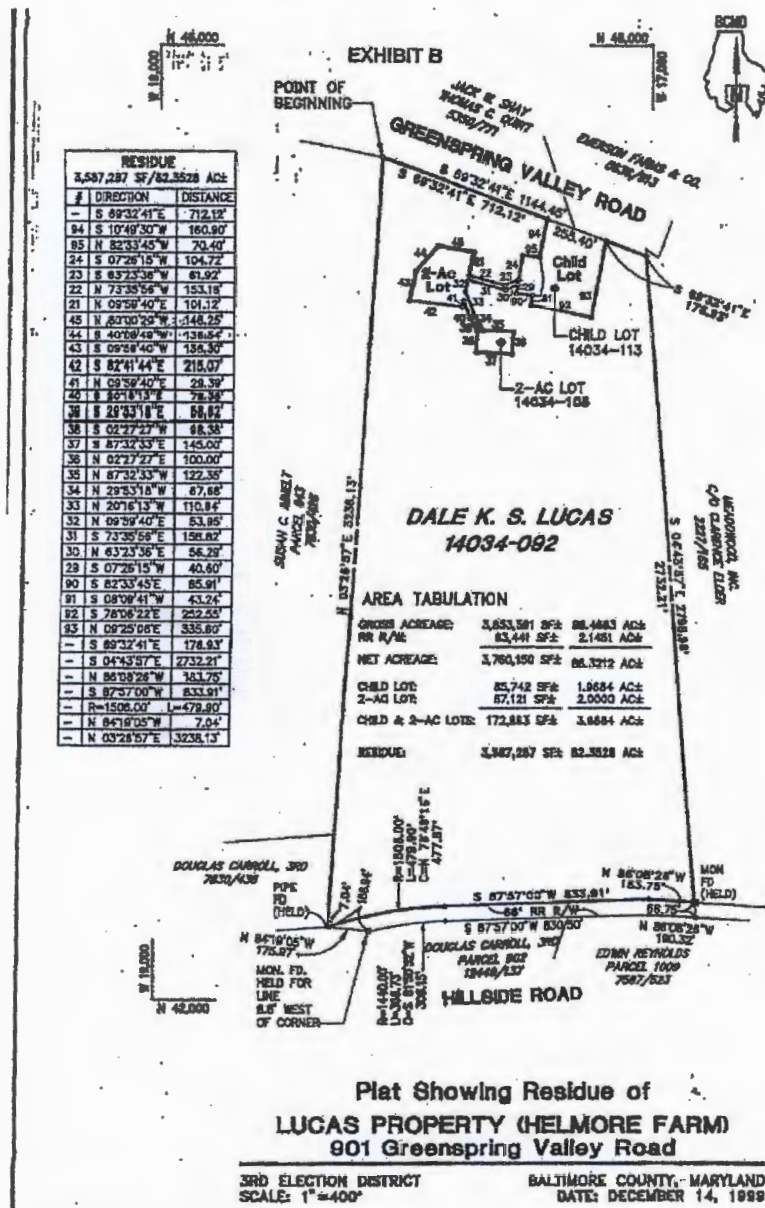
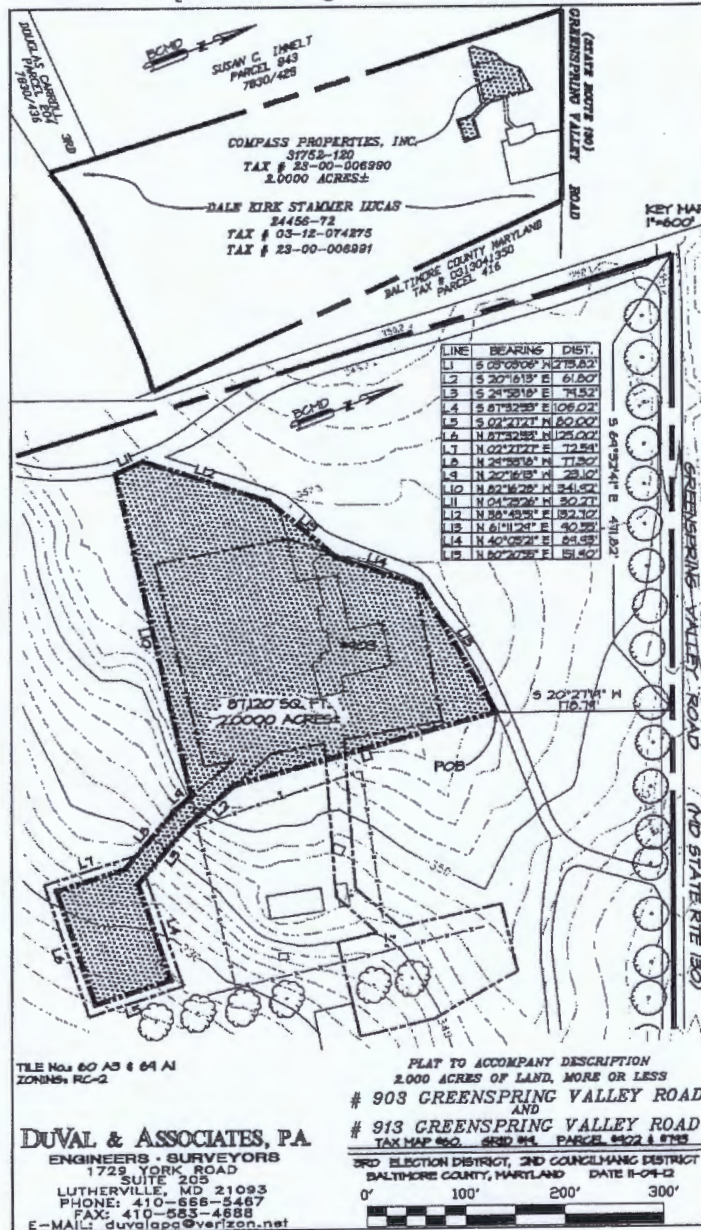
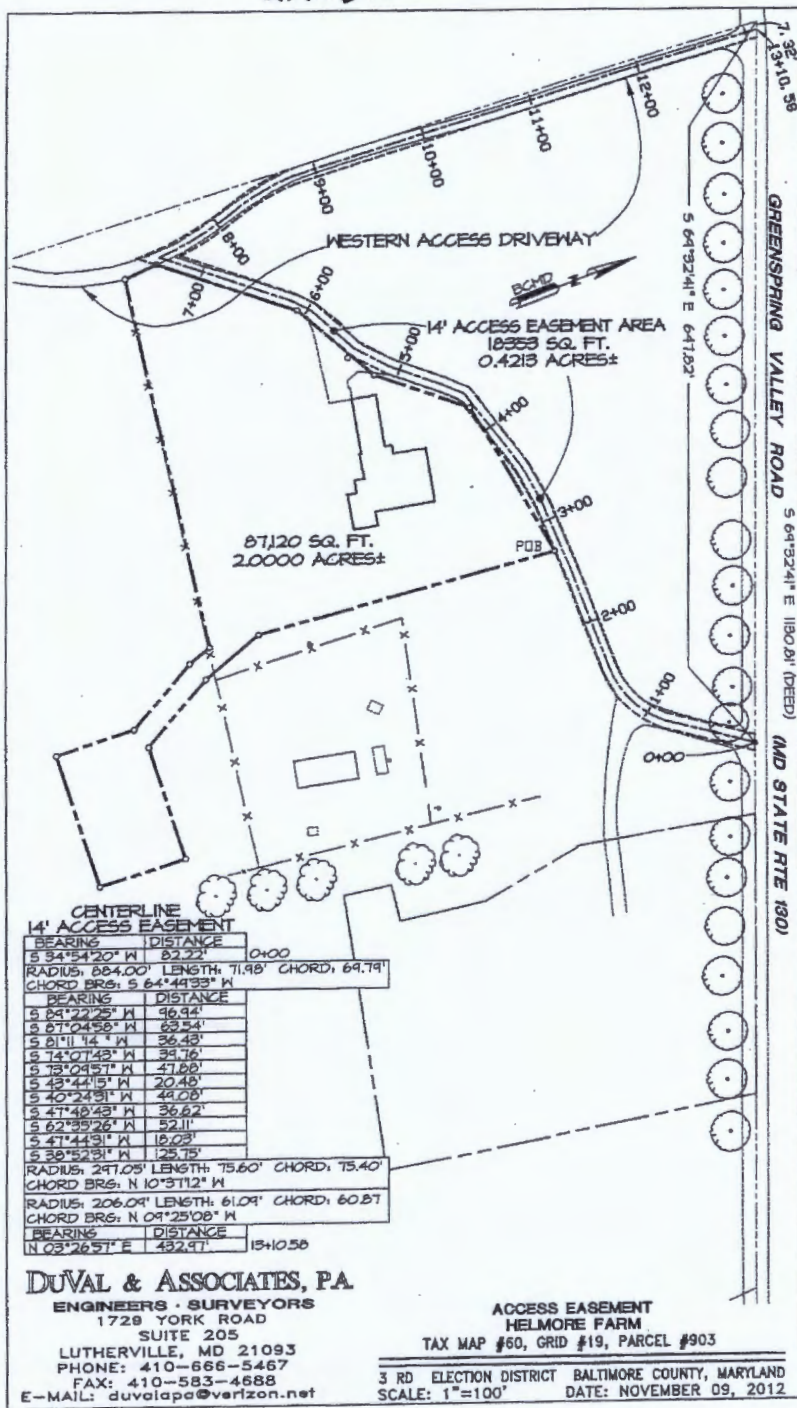


Exhibit B

[Plat of reconfigured 2-acre Cole Parcel]





2:15 1997092057DRAWINGS201109057-2011-EXHIBIT-ESMT.dwg, 12/18/2012 2:44:29 PM, 1:100

000158 147

3 OF 5
5

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: _____

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)

1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached. ☐ Deed ☐ Mortgage ☒ Other Declaration of Essement ☐ Other _____ ☐ Deed or Trust ☐ Lease ☐ Unimproved Sale ☐ Multiple Accounts ☐ Not an Arms-Length Sale [9] ☐ Arms-Length [1] ☐ Arms-Length [2] ☐ Arms-Length [3]																																																																							
2	Conveyance Type Check Box																																																																								
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Space Reserved for County Validation

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 ANY-22-301 (RARS)

FD SURE 48.00
 RECORDING FEE 75.00
 TOTAL 115.00
 Rec'd BARS Rpt # 1771
 JLS JS Blk # 792
 Feb 06, 2013 03:13 PM

DGS FILE No. 03-03-90-15A

NOTICE TO TITLE EXAMINERS: THIS AMENDMENT TO DEED OF EASEMENT AND THE ORIGINAL DEED OF EASEMENT IT AMENDS CONTAIN COVENANTS THAT INCLUDE RESTRICTIONS ON THE USE, SUBDIVISION AND OFF-CONVEYANCE OF LAND.

THIS AMENDMENT TO DEED OF EASEMENT made this 28th day of January, 2013, by and between DALE KIRK STAMMER LUCAS, party of the first part, Grantor, and First United Bank & Trust by Todd D. Flower, Trust Officer on behalf of Harry P. and James C.M. Lucas Trust, Deed of Trust Beneficiary, party of the second part, and the STATE OF MARYLAND, to the use of the Department of Agriculture on behalf of the Maryland Agricultural Land Preservation Foundation, party of the third part, Grantee, and containing covenants intended to be real covenants running with the land,

WITNESSETH:

WHEREAS, Subtitle 5 of Title 2 of the Agriculture Article, Annotated Code of Maryland, created the Maryland Agricultural Land Preservation Foundation for the purpose of preserving agricultural land and woodland; and

WHEREAS, by authority of Agriculture Article, Section 2-504, Annotated Code of Maryland, the Grantee may purchase agricultural preservation easements to restrict land to agricultural use; and

WHEREAS, by authority of Agriculture Article, Section 2-513, Annotated Code of Maryland, the Grantee may enter into corrective easements to adjust boundary lines

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP on the Department of General Services Agenda.

Return To:



File No. 03228
**RESIDENTIAL TITLE
& ESCROW COMPANY**

100 Painters Mill Road - Suite 200
Owings Mills, Maryland 21117
410-653-3400 • Fax: 410-653-3621 • www.residentialtitle.com

and to accommodate a plan that the Grantee has determined will benefit the agricultural operation; and

WHEREAS, Edgar M. Lucas entered into a Deed of Easement with the Grantee dated August 13, 1991, and recorded among the Land Records of Baltimore County, Maryland in Liber 8891, folio 798 (hereinafter, "Deed of Easement"), wherein Edgar M. Lucas granted and conveyed unto the Grantee, its successors and assigns, an agricultural preservation easement in, on and over the land therein described, reserving to himself, his successors and assigns, the right to release of a lot around each single dwelling that existed at the date of the Deed of Easement; and

WHEREAS, by Release and Agreement dated May 10, 1999, and recorded among the Land Records of Baltimore County, a 2.0 acre parcel of land containing a single existing dwelling was released from the operation and effect of the Deed of Easement; and

WHEREAS, the Grantor herein desires to amend the Deed of Easement by re-configuring the released 2.0 acre parcel of land; and

WHEREAS, Grantee is willing to permit the re-configuration of the 2.0 acre parcel released from the Deed of Easement; and

WHEREAS, both the Grantor and Grantee desire to clarify the current legal description of the Deed of Easement as altered by the reconfiguration of the 2.0 acre released parcel;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP, on the Department of General Services Agenda.

other valuable consideration, the receipt of which is hereby acknowledged the Grantor does grant and convey, to the State of Maryland, for the use of the Grantee, its successors and assigns, an agricultural preservation easement in, on and over the hereinafter described land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude thereon, and the parties hereto amend the Deed of Easement by deleting the legal description appearing on folio 799 of the recorded Deed of Easement, and inserting therefore, the "Revised Exhibit A" attached hereto and made a part hereof and intended by the parties to be the legal description attached to the Deed of Easement.

SEE REVISED EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

BEING part of the same land described in Deed dated September 12, 2006 and recorded among the Land Records of Baltimore County in Liber 24456 folio 72 from 911 Greenspring Valley Holdings, LLC to Dale Kirk Stammer Lucas, as clarified by Corrective and Confirmatory Deed dated December 28, 2012 and recorded among the Land Records of Baltimore County prior hereto from Dale Kirk Stammer Lucas to Dale Kirk Stammer Lucas, the Grantor herein.

SEE ALSO the Deed of even date herewith and recorded, or intended to be recorded prior hereto, granted and conveyed by Compass Properties LLC to Dale Kirk Stammer Lucas, the Grantor herein.

AND the Covenants, Conditions, Limitations and Restrictions set forth in the Deed of Easement are hereby incorporated herein, and made a part hereof, by reference, subject to the following:

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP on the Department of General Services Agenda.

Section (1) (f) of Paragraph A. of the Covenants, Conditions, Limitations and Restrictions set forth in the Deed of Easement is clarified by adding the following sentence at the end of Section (f):

"The parties acknowledge that there are four (4) existing dwellings upon the land described in Revised Exhibit A."

AND the Grantor covenants for and on behalf of himself, his personal representatives and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above described land all and any of the various acts set forth, it being the intention of the parties that the said land shall be preserved solely for agricultural use as described in the Deed of Easement in accordance with the provisions of the Agriculture Article, Title 2, Subtitle 5, Annotated Code of Maryland, and that the covenants, conditions, limitations and restrictions set forth in the Deed of Easement, are intended to limit the use of the described land and are to be deemed and construed as real covenants running with the land.

In all other respects, the parties hereto confirm that the Deed of Easement dated August 13, 1991, and recorded among the Land Records of Baltimore County, Maryland in Liber 8891, folio 798 remains in full force and effect, to the extent not inconsistent herewith.

As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference to words of certain gender includes reference to all genders.

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP, on the Department of General Services Agenda.

The provisions of this Amendment to Deed of Easement shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies have been exhausted.

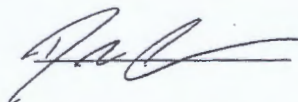
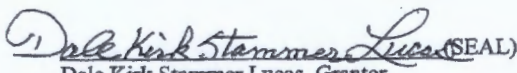
SUBORDINATION PROVISION

First United Bank & Trust by Todd D. Flower, Trust Officer on behalf of the Harry P. and James C.M. Lucas Trust, under a Deed of Trust for the benefit of the Harry P. and James C.M. Lucas Trust dated April 23, 2007 and recorded among the aforesaid Land Records in Liber No. 25536 folio 343, as modified by Modification of Deed of Trust dated July 18, 2008 and recorded among the aforesaid Land Records in Liber 27199 folio 77, as further modified by Second Modification of Deed of Trust dated June 17, 2011 and recorded among the aforesaid Land Records in Liber 30954 folio 100, and under Deed of Trust dated December 28, 2012 in the amount of \$2,782,850.00 and recorded prior hereto on or about January 7, 2013 among the aforesaid Land Records, hereby joins in the execution of this Grant and Amendment to Easement for the sole purpose of agreeing to subordinate and does hereby subordinate to this Grant and Amendment to Easement the Deed of Trust Lien from Grantor and will execute such further assurances of the same as may be required.

AND the Grantor further covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property interest hereby conveyed; and that he will execute such further assurances of the same as may be required.

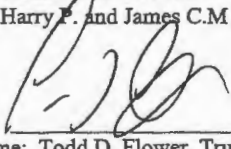
AS WITNESS the hands and seals of the parties hereto.

WITNESS/ATTEST:

  (SEAL)
Dale Kirk Stammer Lucas, Grantor

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP on the Department of General Services Agenda.

ATTEST:

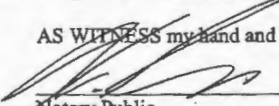
HARRY P. AND JAMES C.M. LUCAS
TRUSTBy: First United Bank & Trust
for Harry P. and James C.M Lucas TrustBy: 
Name: Todd D. Flower, Trust Officer

(SEAL)

STATE OF MARYLAND, COUNTY OF Frederick, To Wit:

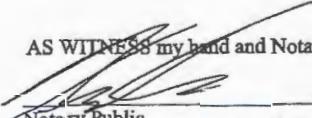
I HEREBY CERTIFY that, on this 14th day of January, 2013, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Dale Kirk Stammer Lucas, known to me (or satisfactorily proven) to be the Grantor whose name is subscribed to the within Amendment to Deed of Easement and acknowledged that he executed the same for the purposes therein contained in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.


Notary PublicMy Commission Expires: September 4, 2016STATE OF MARYLAND: COUNTY OF Frederick: TO WIT:

I HEREBY CERTIFY that on this 14th day of January, 2013, before me, a Notary Public for the state and county aforesaid, personally appeared Todd D. Flower, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a Trust Officer of the HARRY P. AND JAMES C.M. LUCAS TRUST, that he has been duly authorized to execute the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

AS WITNESS my hand and Notarial Seal.


Notary PublicMy Commission Expires: September 4, 2016

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP on the Department of General Services Agenda.

THE MARYLAND AGRICULTURAL LAND
PRESERVATION FOUNDATION

Ramabekshmi Deep

By: [Signature] (SEAL)
Name: Robert F. Stahl, Jr.
Chairman, Board of Trustees

DEPARTMENT OF AGRICULTURE

Approved for form and legal
sufficiency this 15th day
of January, 2013

[Signature]
Nancy H. Russell-Forrester
Assistant Attorney General

By: [Signature] (SEAL)
Earl F. Hance, Secretary

TREASURER OF THE STATE OF MARYLAND

By: [Signature] (SEAL)
Nancy K. Kopp

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that, on this 17 day of January, 2013, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert F. Stahl, Jr., Chairman of the Board of Trustees of the Maryland Agricultural Land Preservation Foundation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Deed of Easement, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

Ramabekshmi Deep
Notary Public
My commission expires: 5/20/2013

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP on the Department of General Services Agenda.

STATE OF MARYLAND, COUNTY OF Queen Anne's, TO WIT:

I HEREBY CERTIFY that, on this 17 day of January, 2013, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Earl F. Hance, Secretary of the Department of Agriculture, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Deed of Easement, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

Glenn Chanters
Notary Public

My commission expires: 11/3/16

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that, on this 23rd day of January, 2013, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Nancy K. Kopp, Treasurer of the Board of Trustees of the Maryland Agricultural Land Preservation Foundation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Deed of Easement, who signed the same in my presence and acknowledged that she executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

Melissa D. Hodges
Notary Public

My commission expires: October 07, 2016

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP on the Department of General Services Agenda.

BOARD OF PUBLIC WORKS OF THE STATE OF
MARYLAND

By: *Martin O'Malley* (SEAL)
Martin O'Malley, Governor

ATTEST:

Sheila C. McDonald
Sheila C. McDonald
Executive Secretary
Board of Public Works

By: *Nancy K. Kopp* (SEAL)
Nancy K. Kopp, Treasurer

By: *Peter Franchot* (SEAL)
Peter Franchot, Comptroller

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that, on this 23rd day of January, ²⁰¹³2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARTIN O'MALLEY, Governor, NANCY K. KOPP, Treasurer, and PETER FRANCHOT, Comptroller, constituting the Board of Public Works of the State of Maryland, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Amendment to Deed of Easement, who signed the same in my presence and acknowledged that they executed the same for the purposes therein contained.

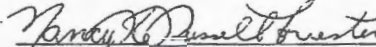
AS WITNESS my hand and Notarial Seal.

Melissa D. Hodges
Notary Public
My commission expires _____

MELISSA D. HODGES
Notary Public-Maryland
Anne Arundel County
My Commission Expires
October 07, 2016

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP on the Department of General Services Agenda.

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney admitted to the Court of Appeals of Maryland.


Nancy H. Russell-Forrester
Maryland Assistant Attorney General

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 14th day of November, 2012, as Item No. 16-RP on the Department of General Services Agenda.

REVISED EXHIBIT A

BEGINNING for the same at a post in Dover Road, standing south eighty-five degrees west two perches from a stone marked "27"; and running thence south five degrees west one hundred ninety-six and one-quarter perches to a stone in a given line of Cockey's Trust at the distance of two hundred seventy-five and three quarters perches from the beginning of Cockey's Trust; thence binding on said given line south eighty-three degrees east ninety perches to a corner of Richard Caton's land, it being the property described in Deed recorded among the Land Records of Baltimore County in Liber W.G.C.C. folio 372; running thence binding on said Caton's land north two and three-quarters degrees west one hundred and eighty-one perches to the centre of Dover Road; and thence by a straight line to the place of beginning. Containing ninety acres more or less.

SAVING AND EXCEPTING out of the above described tract the following three parcels:

a) So much as was sold and contracted to be conveyed by John Holmes, which parcel is described as follows:

BEGINNING for the excepted parcel at a stone now planted on a given line of Cockey's Trust and at the distance of one hundred eighty-five and three quarters perches from the beginning of said land; and running thence binding on the given line of Cockey's Trust reversely north eighty-three degrees west eighty-one and three-tenths perches to the westernmost branch of the Baltimore and Susquehanna Railroad; thence running and binding on said Railroad north eighty degrees east sixty and two-tenths perches; thence north eighty-five degrees east eleven and three-tenths perches; thence east forty-five perches; and south eighty-six and one-half degrees east seventeen and six-tenths perches to a stone now planted in the line now dividing land formerly owned by John Cockey from lands of Richard Caton, hereinabove referred to; and thence by a straight line to the place of beginning. Containing three and one-half acres, more or less.

b) All that parcel containing 2.00 acres of land, more or less, described on Exhibit 1 attached hereto and incorporated by reference herein.

c) All that parcel containing 1.9844 acres of land, more or less, described on Exhibit 2 attached hereto and incorporated by reference herein.

DUVAL & ASSOCIATES, P.A.

SURVEYING • ENGINEERING

Douglas W. DuVal, L.S.
Raymond B. Sutton, Jr.

November 9, 2012

EXHIBIT 1 Page 1 of 2

Description of 2.0000 Acres of Land, More or Less
Part of Deeds 31752-120 and 24456-072
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in or near the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130; said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber CWB, Jr. No. 969, folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence running on or near said centerline of Greenspring Valley Road and reversely with part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all of the following courses and distances to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69° 32' 41" East 471.82 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20° 27' 19" West 178.79 feet to the Point of Beginning of the 2.0000 acres Parcel of land herein-described; thence running with the following 15 new lines of division, viz:

1. South 05° 03' 06" West 273.82 feet to a point; thence
2. South 20° 16' 13" East 61.80 feet to a point; thence
3. South 29° 53' 18" East 79.52 feet to a point; thence
4. South 87° 32' 33" East 106.02 feet to a point; thence
5. South 02° 27' 27" West 80.00 feet to a point; thence
6. North 87° 32' 33" West 125.00 feet to a point; thence
7. North 02° 27' 27" East 72.59 feet to a point; thence
8. North 29° 53' 18" West 77.30 feet to a point; thence
9. North 20° 16' 13" West 23.10 feet to a point; thence
10. North 82° 16' 28" West 341.92 feet to a point; thence
11. North 04° 25' 26" West 30.27 feet to a point; thence
12. North 38° 43' 51" East 132.70 feet to a point; thence

1729 York Road, Suite 205 • Lutherville, MD 21093
Phone: 410-666-5467 • Fax: 410-583-4688 • E mail: duvalapa@verizon.net

DuVAL & ASSOCIATES, P.A.

SURVEYING • ENGINEERING

EXHIBIT 1 Page 2 of 2

Douglas W. DuVal, L.S.
Raymond B. Sutton, Jr.

13. North 61° 11' 29" East 90.55 feet to a point; thence
14. North 40° 05' 21" East 89.93 feet to a point and
15. North 80° 20' 55" East 151.90 feet to the place of beginning.

Containing 87,120 square feet or 2.0000 acres of land, more or less.

Being part of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the aforesaid Land Records in Liber JLE No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley, Substituted Trustees and Compass Properties, Inc.

Also being part of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber SM No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC and Dale Kirk Stammer Lucas.

EXHIBIT 2

Beginning for the same at a point in or near the centerline of Greenspring Valley Road (formerly Dover Road), said point being at the beginning of the First or South 69° 32' 41" East 255.40 feet Deed Line that certain piece, parcel or tract of land ("Child's Lot") which, by a Deed dated September 3, 1999 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 14034, folio 113, was granted and conveyed by Dale Kirk Stammer Lucas and G. Richard Scholl, Personal Representatives of the Estate of Edgar M. Lucas to Dale Kirk Stammer Lucas; thence running in or near said centerline of Greenspring Valley Road and with all of the First Deed Line of said Lucas to Lucas conveyance, referring all bearings of this description to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed: 1) South 69° 32' 41" East 255.40 feet to a point; thence leaving the Child's Lot and running across the southern half of said Greenspring Valley Road and across the lands of "Helmore Farm", as described as that certain piece, parcel or tract of land ("Helmore Farm") which, by Deed dated September 3, 1999 and recorded among the aforesaid Land Records in Liber S.M. No. 14034 folio 092, was granted and conveyed by and between Dale Kirk Stammer Lucas and G. Richard Scholl, Personal Representatives of the Estate of Edgar M. Lucas to Dale Kirk Stammer Lucas, for new lines of division, the following three courses and distances, viz: 2) South 05° 09' 43" West 181.95 feet to a point; 3) South 09° 25' 08" West 138.59 feet to a point and 4) North 80° 49' 39" West 13.51 feet to a point in and 15.51 feet from the end of the Second Deed Line of the aforesaid Lucas to Lucas ("Child's Lot" - 14034-113) conveyance; thence leaving "Helmore Farms" (14034-092) and running across the lands of the "Child's Lot" (14034-113) for a new line of division 5) North 80° 49' 39" West 252.39 feet to a point in and 3.52 feet from the beginning of the Fourth Deed Line of the aforesaid Lucas to Lucas ("Child's Lot" - 14034-113) conveyance; thence running with the remainder of the Fourth and all of the Fifth thru the Ninth Deed Lines of the aforesaid Lucas to Lucas ("Child's Lot" - 14034-113) conveyance the following six courses and distances, viz: 6) North 08° 09' 41" East 39.72 feet to a point; thence 7) South 82° 33' 45" East 34.09 feet to a point; then 8) North 07° 26' 15" East 78.35 feet to a point; thence 9) North 09° 40' 33" West 95.33 feet to a point; thence 10) North 82° 33' 45" West 1.54 feet to a point and thence 11) North 10° 49' 30" East 160.90 feet to the place of beginning. Containing 86,441 square feet or 1.9844 acres of land, more or less.

093158 192

40FS

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)

1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached. ☐ Deed ☐ Mortgage ☒ Other <u>Amended</u> ☐ Deed or Trust ☐ Lease ☐ Other <u>to Deed of Easement & Release of Easement</u>																																																													
2	Conveyance Type Check Box	☐ Improved Sale ☐ Arms-Length [1]	☐ Unimproved Sale ☐ Arms-Length [2]																																																												
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Building		Town Cd.	Occ. Cd.																																																												
Total		Per	Ex. St.																																																												
REMARKS:		Per	Ex. Cd.																																																												
DOC# 2	3	4	5																																																												
Initial		6																																																													
Date	2-8-13	Per	2-8-13																																																												

Space Reserved for County Validation

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 APR 2010 (1005)

Court Clerk Recording Validation

FD SURE 48.00
 RECORDING FEE 75.00
 TOTAL 115.00
 BARS
 RPT # 1771
 BIK # 793
 Feb 08, 2013 03:14 PM

STATE OF MARYLAND

DEPARTMENT OF AGRICULTURE

AMENDED

RELEASE AND AGREEMENT

of a portion of an

AGRICULTURAL LAND PRESERVATION EASEMENT

(Release of 2.00 Acre Parcel for an Existing Dwelling)

File Number: 03-03-90-15A

(Authority: Agriculture Article, Section 2-513(b) Annotated Code of Maryland)

IMP FD SURE	40.00
RECORDING FEE	20.00
TOTAL	60.00
Rest BAE3	Rept # 1771
DE JS	Blk # 794
FEB 08, 2013	03:14 PM

THIS AMENDED RELEASE AND AGREEMENT, made this 28th day of January, 2013, by and between the State of Maryland by the MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION of the Department of Agriculture, acting by and through the Secretary of Agriculture, Treasurer of the State of Maryland, and the Chairman of the Board of Trustees of the Maryland Agricultural Land Preservation Foundation, hereinafter collectively referred to as "Releasor" and Compass Properties, Inc., hereinafter referred to as "Releasee"

WHEREAS, the Releasor is the holder of an agricultural easement on 82.5 acres of land, more or less, lying in Baltimore County, Maryland, as evidenced by a Deed of Easement, dated August 13, 1991 and recorded among the land records of Baltimore County, Maryland in Liber 8891 folio 798; (hereinafter "DOE"); and,

WHEREAS, by Release and Agreement (hereinafter "Release") dated May 10, 1999 and recorded among the Land Records of Baltimore County in Liber 13795 folio 748, a 2.00 acre parcel surrounding an existing dwelling house was released from the DOE restrictions, which 2.00 acre parcel is more particularly described in the Release; and

WHEREAS, subject to the terms of the approval of the Maryland Agricultural Land Preservation Board of Trustees at its meeting of September 25, 2012, the Releasor has agreed to amend the Release in order that it re-configure the description of the 2.00 acre parcel; and

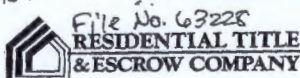
WHEREAS, the Board of Public Works at its meeting of November 14, 2012 (Item 16-RP), approved the re-configuration of the released lot as described on Exhibit A attached hereto by adding 0.5523 acre of land to the released parcel, provided that a comparable 0.5523 acre of land be re-encumbered by the DOE by an Amendment to Deed of Easement; and

WHEREAS, Dale Kirk Stammer Lucas, the owner of the land encumbered by the DOE has executed the required Amendment to Easement contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasor does hereby amend the Release dated August 13, 1991 and recorded among the land records of Baltimore County, Maryland in Liber 8891 folio by deleting "Attachment A Legal Description" attached to said Release and substituting Exhibit A attached hereto.

The parties hereto agree that all other provisions of the Release shall remain in full force and effect, and that the land of Dale Kirk Stammer Lucas described in the Amendment to Deed of Easement, which includes that portion no longer described in the Release, continues to be subject to, and encumbered by, the DOE and all covenants, conditions and restrictions therein, as amended by the Amendment to Deed of Easement, recorded, or intended to be recorded contemporaneously herewith among the Land Records of Baltimore County.

Return To: AS WITNESS the hands and seals of the parties hereto as of the date first above written.



File No. 63228
RESIDENTIAL TITLE
& ESCROW COMPANY
100 Painters Mill Road - Suite 200
Owings Mills, Maryland 21117

033158 34

NOTICE TO TITLE EXAMINERS: This Release contains restrictions on the Use, Subdivision and Off-Conveyance of Land

RELEASEE:

Compass Properties, Inc.

By: 

Name:

Cynthia L. Massoni, AVP

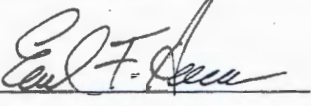
Title:

Compass Properties, Inc.

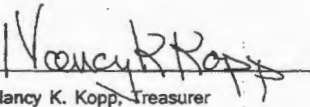
RELEASOR:

MARYLAND DEPARTMENT OF AGRICULTURE

MARYLAND STATE TREASURER

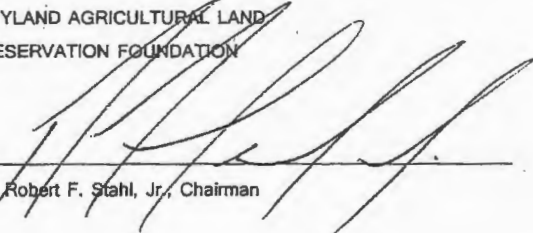
By: 

Earl F. Hance, Secretary

By: 

Nancy K. Kopp, Treasurer

MARYLAND AGRICULTURAL LAND
PRESERVATION FOUNDATION

By: 

Robert F. Stahl, Jr., Chairman

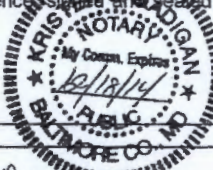
Please return this document to:
Maryland Department of Agriculture
MALPF - Room 104
50 Harry S. Truman Parkway
Annapolis, MD 21401

NOTICE TO TITLE EXAMINERS: This Release contains restrictions on the Use, Subdivision and Off-Conveyance of Land State of Maryland, County of Baltimore To Wit;

I hereby certify that on this 10th day of January 2013, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Cynthia L. Masson AUP of Compass Properties, Inc. a Maryland corporation, and being authorized to do, acknowledged that s/he executed the same for the purposes therein contained and, in my presence, signed and sealed the same on behalf of Compass Properties, Inc.

As Witness my hand and Notarial Seal

My Commission Expires: 12/18/14



Kristin Madigan
Notary Public

State of Maryland, County of Anne Arundel

To Wit;

I hereby certify that on this 17 day of January 2013, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert F. Stahl, Jr., known to me (or satisfactorily proven) to be the Chairman of the Board of Trustees of the Maryland Agricultural Land Preservation Foundation and acknowledged that he/she executed the same in that capacity for the purposes therein contained and, in my presence, signed and sealed the same.

As Witness my hand and Notarial Seal.

Ramalakshmi Dilip
Notary Public

My Commission Expires: 5/20/2013

State of Maryland, County of Queen Anne's

To Wit;

I hereby certify that on this 17 day of May 2013, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl F. Hance, known to me (or satisfactorily proven) to be the Secretary of the Department of Agriculture, and acknowledged that he/she executed the same for the purposes therein contained and, in my presence, signed and sealed the same.

As Witness my hand and Notarial Seal

Glenn Chambers
Notary Public

My Commission Expires: 11/2/16

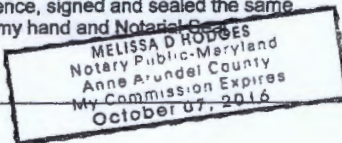
State of Maryland, County of Anne Arundel

To Wit;

I hereby certify that on this 22nd day of January 2013, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nancy K. Kopp and known to me (or satisfactorily proven) to be the Treasurer of the State of Maryland, and acknowledged that he/she executed the same for the purposes therein contained and, in my presence, signed and sealed the same.

As Witness my hand and Notarial Seal

My Commission Expires:



Melissa D. Hodges
Notary Public

033150136

NOTICE TO TITLE EXAMINERS: This Release contains restrictions on the Use, Subdivision and Off-Conveyance of Land

EXHIBIT A

DuVAL & ASSOCIATES, P.A.

SURVEYING • ENGINEERING

November 9, 2012

Douglas W. DuVal, L.S.
Raymond B. Sutton, Jr.Description of 2.0000 Acres of Land, More or Less
Part of Deeds 31752-120 and 24456-072
3rd Election District
Baltimore County, Maryland

Beginning for the same at a point in or near the centerline of Greenspring Valley Road (formerly Dover Road), also known as Maryland State Route No. 130; said point being at the point of beginning of that certain piece, parcel or tract of land which, by a Deed dated December 31, 1935 and recorded among the Land Records of Baltimore County, Maryland in Liber CWB, Jr. No. 969, folio 137, was granted and conveyed by Suburban Finance Corporation to Edgar M. Lucas; thence running on or near said centerline of Greenspring Valley Road and reversely with part of the Fourth or Last Deed Line of said Suburban to Lucas conveyance, referring all of the following courses and distances to the True Meridian as established by the Baltimore County Metropolitan District, as now surveyed, South 69° 32' 41" East 471.82 feet to a point; thence running across the southern half of said Greenspring Valley Road and through the land of Lucas South 20° 27' 19" West 178.79 feet to the Point of Beginning of the 2.0000 acres Parcel of land herein-described; thence running with the following 15 new lines of division, viz:

1. South 05° 03' 06" West 273.82 feet to a point; thence
2. South 20° 16' 13" East 61.80 feet to a point; thence
3. South 29° 53' 18" East 79.52 feet to a point; thence
4. South 87° 32' 33" East 106.02 feet to a point; thence
5. South 02° 27' 27" West 80.00 feet to a point; thence
6. North 87° 32' 33" West 125.00 feet to a point; thence
7. North 02° 27' 27" East 72.59 feet to a point; thence
8. North 29° 53' 18" West 77.30 feet to a point; thence
9. North 20° 16' 13" West 23.10 feet to a point; thence
10. North 82° 16' 28" West 341.92 feet to a point; thence
11. North 04° 25' 26" West 30.27 feet to a point; thence
12. North 38° 43' 51" East 132.70 feet to a point; thence

1729 York Road, Suite 205 • Lutherville, MD 21093
Phone: 410-686-5487 • Fax: 410-583-4688 • E mail: duvalape@verizon.net

DuVal & Associates, P.A.

SURVEYING • ENGINEERING

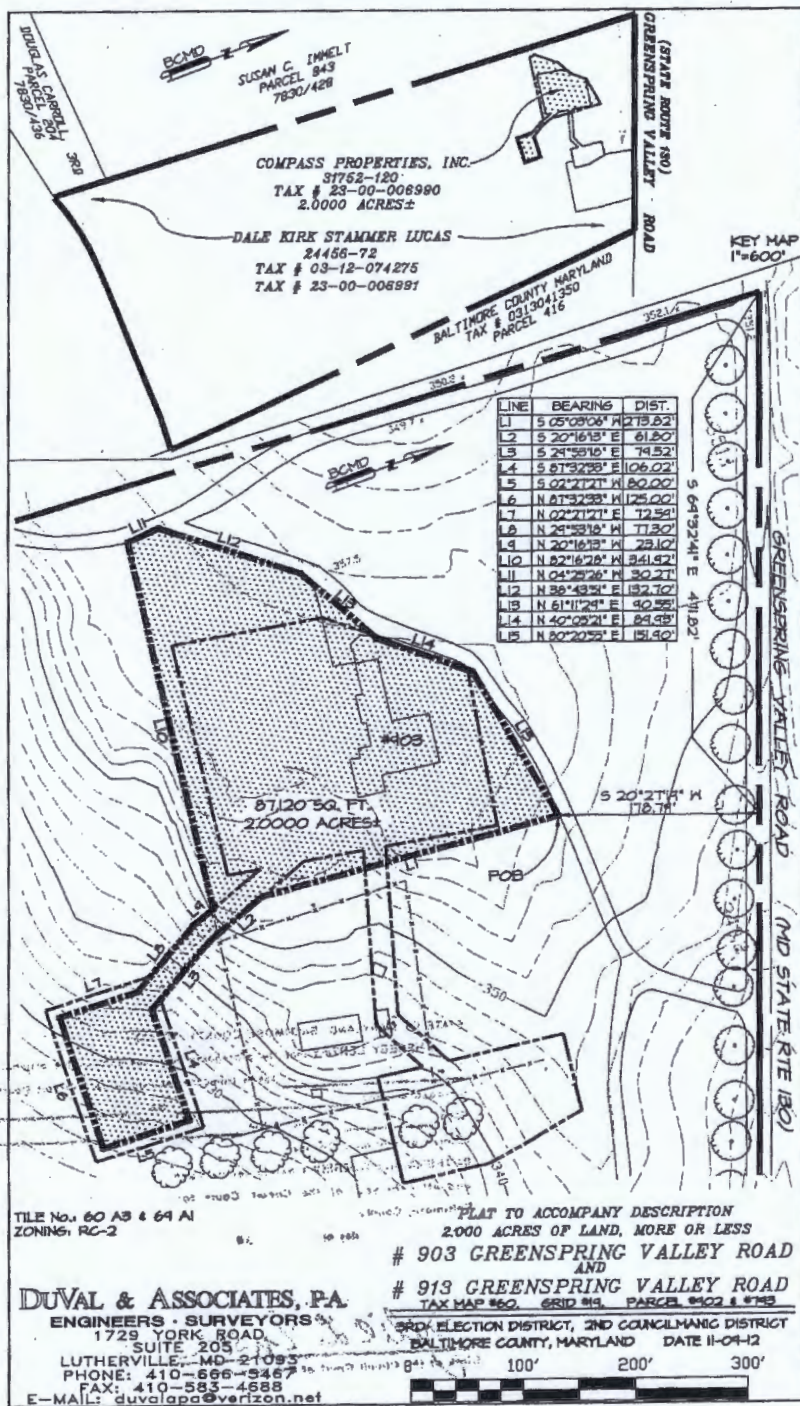
Douglas W. DuVal, L.S.
Raymond B. Sutton, Jr.

13. North 61° 11' 29" East 90.55 feet to a point; thence
14. North 40° 05' 21" East 89.93 feet to a point and
15. North 80° 20' 55" East 151.90 feet to the place of beginning.

Containing 87,120 square feet or 2.0000 acres of land, more or less.

Being part of that certain piece, parcel or tract of land which, by a Deed dated February 22, 2012 and recorded among the aforesaid Land Records in Liber JLE No. 31752, folio 120 was granted and conveyed by and between Michael E. Blumenfeld and Timothy M. Hurley, Substituted Trustees and Compass Properties, Inc.

Also being part of that certain piece, parcel or tract of land which, by a Deed dated September 12, 2006 and recorded among the aforesaid Land Records in Liber SM No. 24456, folio 072 was granted and conveyed by and between 911 Greenspring Valley Holdings, LLC and Dale Kirk Stammer Lucas.



BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits, Approvals
And Inspections
DATE: June 07, 2013

FROM: Dennis A. Kennedy, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For June 10, 2013
Item Nos. 2013- 0273, 0274, 0275,
0276,0277,0279,0281,0282,0283,0284,0285,0286,0287 and 0288.

The Bureau of Development Plans Review has reviewed the subject-zoning items, and we have no comments.

DAK:CEN
Cc: file

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Lawrence M. Stahl; Managing Administrative Law Judge
Office of Administrative Hearings

FROM: David Lykens, Department of Environmental Protection and Sustainability
(DEPS) - Development Coordination

DATE: June 25, 2013

SUBJECT: DEPS Comment for Zoning Item # 2013-0286-A
Address 903 Greenspring Valley Road
(Silverman Property)

Zoning Advisory Committee Meeting of June 3, 2013.

X The Department of Environmental Protection and Sustainability has no
comment on the above-referenced zoning item.

Reviewer: *Jeff Livingston – Development Coordination*

RECEIVED

JUN 25 2013

OFFICE OF ADMINISTRATIVE HEARINGS



Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

Darrell B. Mobley, Acting Secretary
Melinda B. Peters, Administrator

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: 6-5-13

Ms. Kristen Lewis
Baltimore County Department of
Permits, Approvals & Inspections
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 2013-0286-A
Administrative Variance
Steven Silverman
903 Greenspring Valley Road
MD 130

Dear Ms. Lewis:

We have reviewed the site plan to accompany petition for variance on the subject of the above captioned, which was received on 6-3-13. A field inspection and internal review reveals that an entrance onto MD 130 consistent with current State Highway Administration guidelines is not required. Therefore, SHA has no objection to approval for Variance. Case Number 2013-0286-A

Should you have any questions regarding this matter feel free to contact Richard Zeller at 410-545-5598 or 1-800-876-4742 extension 5598. Also, you may email him at (rzeller@sha.state.md.us). Thank you for your attention.

Sincerely,

Steven D. Foster, Chief
Access Management Division

SDF/raz

My telephone number/toll-free number is _____

Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.roads.maryland.gov



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

June 25, 2013

Steven Silverman
903 Greenspring Valley Road
Brooklandville MD 21022

RE: Case Number: 2013-0286 A, Address: 903 Greenspring Valley Road

Dear Mr. Silverman:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on May 29, 2013. This letter is not an approval, but only a **NOTIFICATION**.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

A handwritten signature in black ink that reads "W. Carl Richards, Jr." The signature is fluid and cursive.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaf

Enclosures

c: People's Counsel
Austin Childs, 16260 Falls Road, Monkton MD 21111

DALE LUCAS
HELMORE FARM

913 GREENSPRING VALLEY ROAD
BROOKLANDVILLE, MARYLAND 21022

January 28, 2013

Mr. Steven Silverman
Ms. Paula Silverman
903 Greenspring Valley Road
Brooklandville, Maryland 21022

Re: Side Letter

Dear Mr. and Ms. Silverman:

This side letter is written to memorialize the understandings of the parties reached in discussions that took place in conversations during the fall of 2012.

Dale Lucas is the owner of the historic Helmore Farm located in Baltimore County. Lucas lives on the Farm, a working horse farm, with his family. There are others that reside on the Farm. Steve Silverman and Paula Silverman, his wife, are contract purchasers of the House that is the land and improvements known as 903 Greenspring Avenue. The House is a 2 acre parcel that lies within the Farm.

The parties are looking forward to being neighbors. Given the nature of the working horse Farm and the idyllic location of the grand Greenspring Valley House, the parties discussed and agreed:

1. Beyond the agreement of the parties memorialized in the certain Declaration Of Easement and to interpret the meaning of the term "reasonable efforts" used in the Declaration of Easement, Lucas will direct tenants, agents, guests, employees and/or invitees to enter via the Western Access Driveway, Lucas will make reasonable efforts to limit any disturbance caused by the use of the driveways to the occupants of the House by posting signs that read "Speed Limit 15 mph". Lucas will also insert provisions in each lease for a house on the Lucas Property requiring that the tenants and their guests and invitees use only the Western Access Driveway. If these efforts are unsuccessful in diverting traffic to the Western Access Driveway, then Silverman may request Lucas's support for design changes to the main driveway to discourage use of the driveway and divert traffic to the Western Access Driveway. Any design changes will be with the consent of Lucas and at the expense of Silverman.

2. Lucas will agree and consent to Silverman causing the alteration and replacement of fences between the House and Greenspring Valley Road, in the swimming pool area and otherwise surround the 2 acre parcel to fence types that Silverman deems more aesthetically

Item # 0286

pleasing and at Silverman's expense. The parties acknowledge there are code requirements for fences surrounding swimming pools. Silverman will present to Lucas for his consent, which consent will not be unreasonably withheld, the style and type of fence proposed.

3. Lucas agrees that Silverman and their children, invitees or the like, will have access on and over the trails on the Farm (exclusive of horse areas including horse fields and paddock), by invitation, for reasonable use of Silverman family ATVs, and including access to the stream for fishing. Silverman must telephone Lucas and let him know of the intended use of the trails and Lucas confirm the okay for use of the trails and access to the stream that day, expressly to avoid an unsafe condition or other conflict with others that may be hunting, fishing, trail riding or specific horse activities.

Silverman will be responsible for any hunting and fishing licenses, including trout stamps. And Silverman will only allow those family members to possess firearms on the Farm who have the necessary and proper training and licenses to hunt.

4. Lucas will support Silverman's request to build a new garage on the Silverman property.

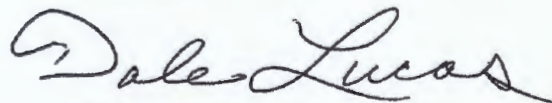
5. Lucas consents to the use by Silverman of the "front yard" (between the house and Greenspring Valley Road and around the swimming pool) for casual recreational use, including ball playing.

Neither of the undersigned shall have any liability to the other or to their family members for any expense or obligation whatsoever arising from the use of the Farm described herein. Silverman shall indemnify and hold Lucas harmless, to the maximum extent permitted by law, from any and all liability arising out of the use of the Farm by a Silverman family member:

Nothing in this side letter shall be deemed in any way to grant any easement, license, or the like, in, over, under or through any of the Farm or any other land or improvements whatsoever.

This side letter and will end and all matters discussed herein terminate upon the event that either Silverman or Lucas both do not own and occupy their respective properties.

Sincerely,



Dale Lucas

cc: Ms. Carol Lucas

Agreed and Accepted:


Steven Silverman

Item # 0286

Maryland Department of Assessments and Taxation
Real Property Data Search (vw6.1A)
BALTIMORE COUNTY

[Go Back](#)
[View Map](#)
[New Search](#)
[GroundRent Redemption](#)
[GroundRent Registration](#)

Account Identifier: District - 03 Account Number - 2300006990

Owner Information

Owner Name: COMPASS PROPERTIES INC **Use:** RESIDENTIAL
Principal Residence: NO
Mailing Address: 3301 BOSTON ST **Deed Reference:** 1) /33158/ 00060
BALTIMORE MD 21224- 2)

Location & Structure Information

Premises Address: 903 GREENSPRING VALLEY RD
0-0000
Legal Description: 2 AC
903 GREENSPRING VALY RD
1900 FT W FALLS RD

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No: Plat Ref:
0060	0019	0902		0000				2	

Special Tax Areas: **Town** NONE
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1763	8,471 SF	2.0000 AC	04

Stories	Basement	Type	Exterior
2.500000	YES	STANDARD UNIT STUCCO	

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2011	07/01/2012	07/01/2013
Land	605,000	605,000		
Improvements:	1,942,270	1,323,000		
Total:	2,547,270	1,928,000	1,928,000	1,928,000
Preferential Land:	0			0

Transfer Information

Seller:	Date:	Price:
COMPASS PROPERTIES LLC	02/27/2012	\$0
Type: NON-ARMS LENGTH OTHER	Deed1: /33158/ 00060	Deed2:
COLE HENRY L	11/02/2011	\$1,000,000
Type: ARMS LENGTH IMPROVED	Deed1: /31352/ 00439	Deed2:
LUCAS DALE KIRK STAMMER	01/31/2000	\$1,500,000
Type: ARMS LENGTH IMPROVED	Deed1: /14283/ 00503	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2012	07/01/2013
County	000	0.00	
State	000	0.00	
Municipal	000	0.00	0.00

Tax Exempt: **Special Tax Recapture:**
Exempt Class: NONE

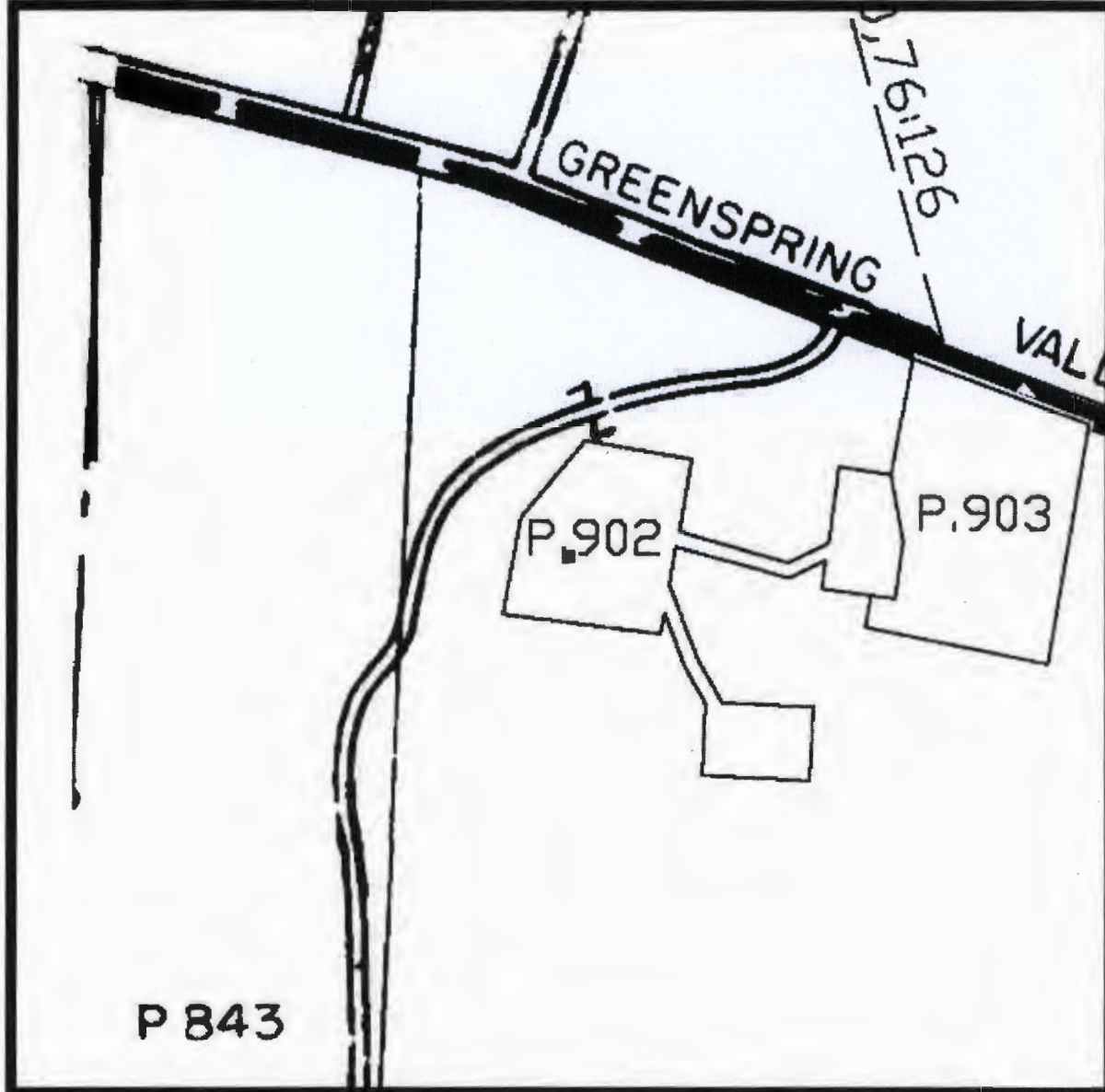
Homestead Application Information

Homestead Application Status: No Application

Item #0286



District - 03 Account Number - 2300006990



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net.

Property maps provided courtesy of the Maryland Department of Planning ©2011.
For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml

Item #0286







Item #0286

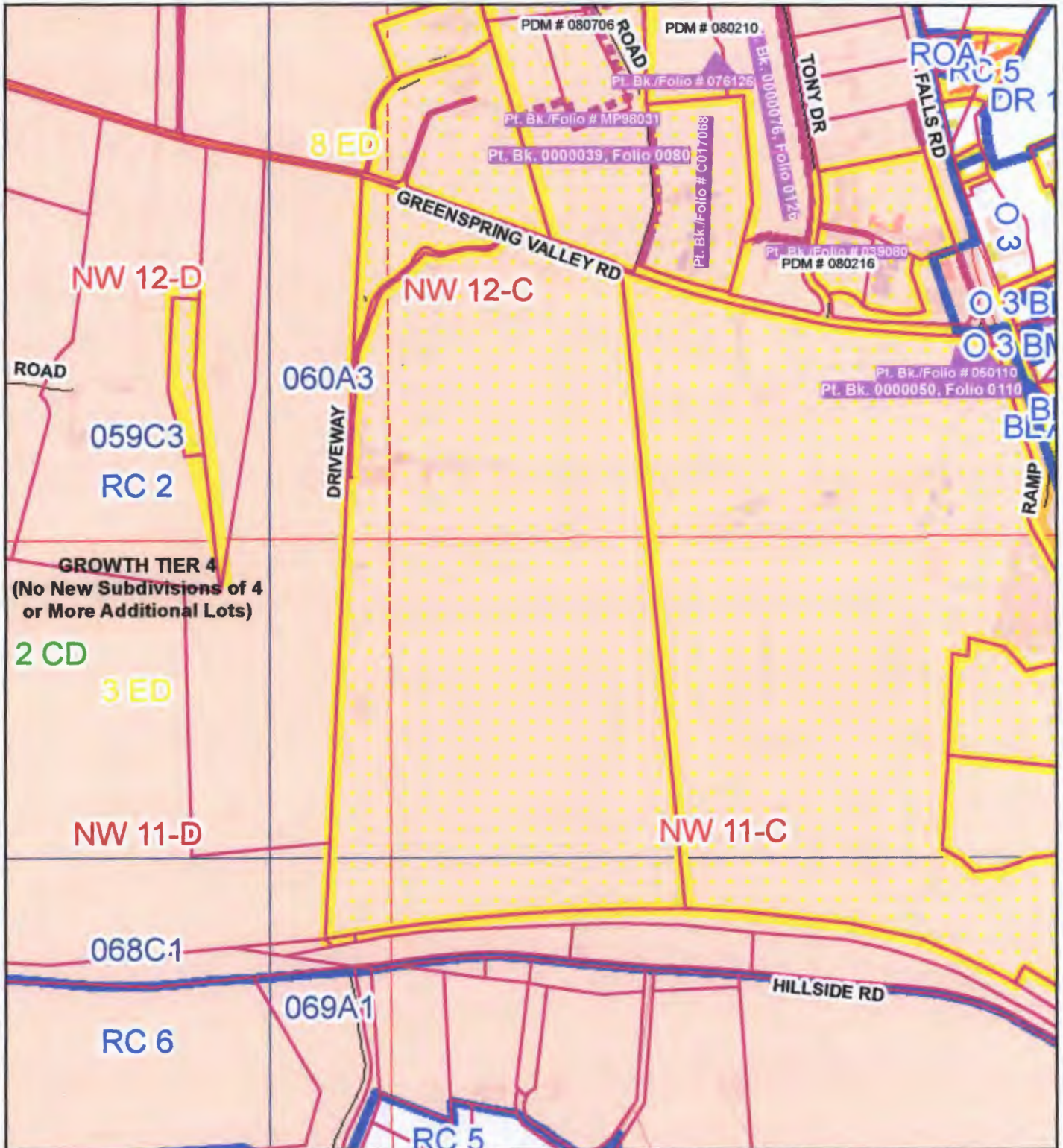
VIEW 'E'



Item #0286

VIEW 'F'

903 Greenspring Valley Road



Publication Date: 5/28/2013



Publication Agency: Permits, Approvals & Inspections
Projection/Datum: Maryland State Plane,
FIPS 1900, NAD 1983/91 HARN, US Foot



0 155 310 620 930 1,240 Feet

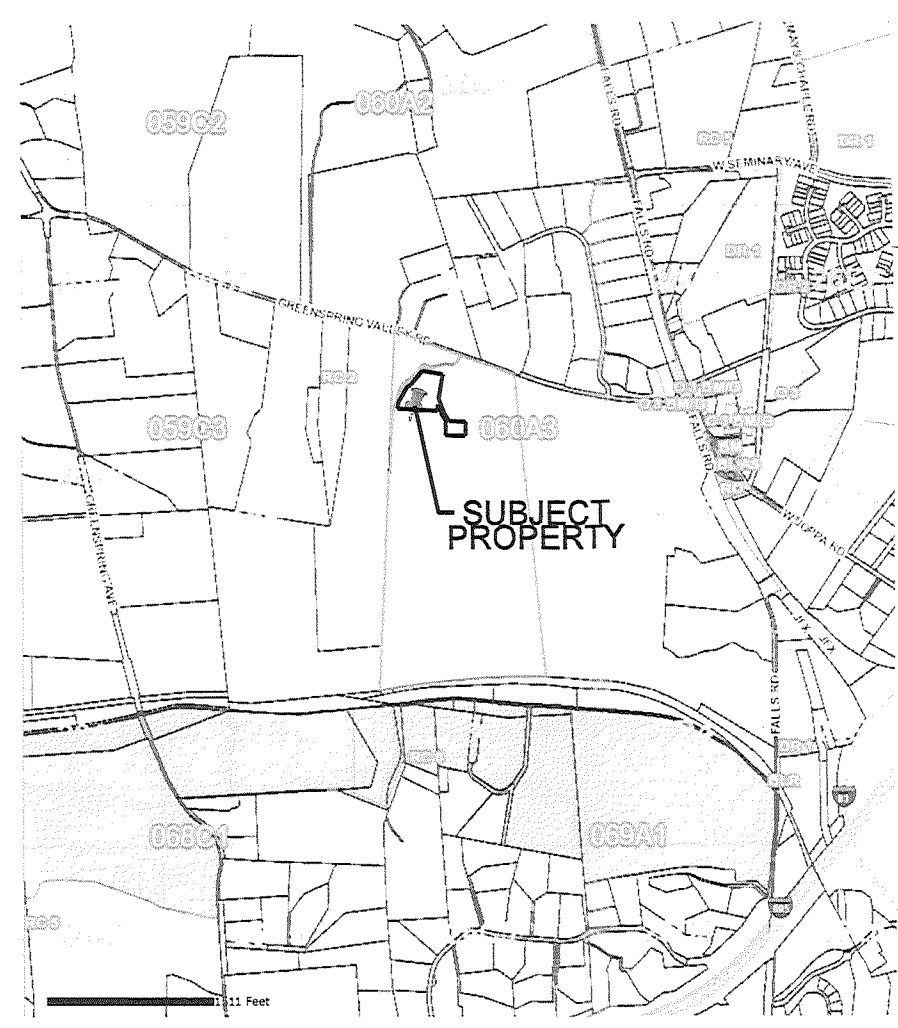
1 inch = 600 feet

Item #0286

ROBERT H. CROMPTON III
916 GREENSPRING VALLEY ROAD
PO BOX 989
BROOKLANDVILLE, MARYLAND 21022
TAX ACCT. NO. 1600010062
8.47 ACRES

SUSAN C. IMMELT
PO BOX 713
BROOKLANDVILLE, MARYLAND 21022
TAX ACCT. NO. 2100003435
33.29 ACRES

DALE KIRK STAMMER LUCAS
913 GREENSPRING VALLEY ROAD
BROOKLANDVILLE, MARYLAND 21022
TAX ACCT. NO. 031074275
83 ACRES



VICINITY MAP

THE SILVERMAN RESIDENCE

GARAGE ADDITION

903 GREENSPRING VALLEY ROAD
BROOKLANDVILLE, MARYLAND 21022

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strictly prohibited.

No.	Date	Item
REVISIONS		

austin b childs
architecture
chickenranch design studio
16260 falls road
monkton, maryland 21111
410.472.2488
achildsaia@msn.com

SITE PLAN

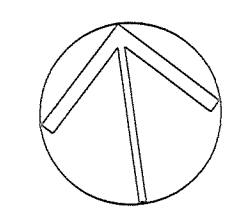
CONTRACT NO.
SCALE 1"=40'
DATE May 21, 2013

PLAT TO ACCOMPANY PETITION FOR ADMINISTRATIVE ZONING VARIANCE

PROJECT DATA

PROPERTY ADDRESS: 903 Greenspring Valley Road
OWNER: Steve & Paula Silverman
LOCATION INFORMATION
ELECTION DISTRICT: 3
COUNCILMANIC DISTRICT: #2
ZONING: RC-2 MAP # 0300A3
LOT SIZE: 2.00 ACRES
SEWER: PRIVATE SEPTIC SYSTEM
WATER: PRIVATE WELL
CHES. BAY CRITICAL AREA: NO
100 YEAR FLOOD PLAIN: NO
HISTORIC PROPERTY: NO
PRIOR ZONING HEARING: NONE

0 2' 4' 8' 16'



Pet. Ex. 1