

CROSS EASEMENT AGREEMENT

THIS **CROSS EASEMENT AGREEMENT** is executed this 15<sup>th</sup> day of **October, 2008**, by **E&N, LLC**, a Maryland Limited Liability Company (sometimes hereinafter referred to as "**Developer**").

TWP FD STATE \$ 20.00  
RECORDING FEE 20.00  
TOTAL 40.00

EXPLANATORY STATEMENT

Developer is the owner of Lot No. 1 and Lot No. 2 as shown on that plat entitled "Final Record Plat, Lands of E & N, LLC" which plat is recorded among the Land Records of Harford County in Plat Book J.J.R. No. 130, folio 75 (hereinafter referred to as the "**Plat**"), being more fully described in the following two Deeds: (1) Deed dated November 14, 2006 by and between Oscar Daniel Toliver and Carmen Toliver, his wife to E & N, LLC and recorded among the Land Records of Harford County in Liber No. 7063, folio 123; and (2) Deed dated September 26, 2006 by and between Edward A Humes and Niaz Mian and E & N, LLC and recorded among the Land Records of Harford County in Liber No. 6993, folio 489, the improvements thereon now being known as **415 and 415A Pulaski Highway, Joppa, Maryland** (hereinafter referred to as the "**Property**").

Lot No. 1 contains 0.625 of an acre, more or less, and Lot No. 2 contains ~~1.65~~ <sup>1.65</sup> ~~1.65~~ <sup>1.65</sup> more or less, as more fully shown on the Plat. ~~09:15 am~~ <sup>Nov 20, 2008</sup>

Lot No. 2 contains an on-site Stormwater Management Facility (hereinafter referred to as the "**SWM Facility**") within the "Stormwater Management Easement 0.204 Ac. +/-" area on the Plat (hereinafter referred to as the "**SWM Easement Area**")

The Developer enters into this Cross Easement Agreement to provide for the sharing by Lot No. 1 and Lot No. 2 of the SWM Facility and SWM Easement Area.

**NOW, THEREFORE, WITNESSETH**, in consideration of the mutual promises and covenants made herein, and One Dollar (\$1.00) in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer does herein, intending to be legally bound, agree as follows:

1. That the Explanatory Statement set forth above is a substantive part hereof.
2. The SWM Facility now located within the SWM Easement Area located on Lot No. 2 as shown on the Plat shall be shared by both Lot No. 1 and Lot No. 2 so as to allow the SWM Facility to service both Lot No. 1 and Lot No. 2.
3. The Developer does herein grant to the owners of Lot No. 1 and Lot No. 2 a perpetual easement in and to the SWM Facility and the SWM Easement Area located on Lot No. 2 for stormwater management purposes.

4. The Developer does herein grant to the owners of Lot No. 1 and Lot No. 2 the right of ingress and egress at all times in, over, under, through and upon said SWM Easement Area with the right to install, construct, reconstruct, maintain and utilize the SWM Facility.
5. The SWM Facility shall comply with all applicable Local, County and State of Maryland Regulations. The owners of each of Lots No. 1 and Lot No. 2, their heirs, personal representatives, successors and/or assigns, shall do everything necessary to maintain the facilities in conformance with said Regulations.
6. The owner of Lot No. 2 shall be primarily responsible for the supervision and maintenance of the SWM Facility. In the event the owner of Lot No. 2 fails to maintain the SWM Facility in accordance with Local, County and State Regulations, the owner of Lot No. 1 shall, upon reasonable notice to the owner of Lot No. 2, take such action necessary to conform to said Regulations, including necessary maintenance, with the owner of Lot No. 2 to be responsible for its proportionate share of this expense.
7. The parties agree that they shall equally divide between them the costs of SWM Facility and SWM Easement maintenance.
8. Any damage caused to either the SWM Facility or the SWM Easement Area by the specific act of any owner, its invitee, lessee, agent contractor or subcontractor, shall be corrected within fifteen (15) days from the damage and the costs of repair shall be the exclusive personal liability of that owner. If the owner liable for the damage refuses to correct the problem within fifteen (15) days of the damage, the other owner may have the work done and the responsible owner shall be liable for the entire amount.
9. Any charges for repair or maintenance not paid within thirty (30) days after due or any amounts unpaid shall bear interest from the due date at the rate of twelve percent (12%) per annum. The other owner may bring an action at law against the owners personally obligated to pay the same or foreclose the lien against the lot. No owner may waive or otherwise escape liability for the charges or assessments provided for herein by non-use of the SWM Facility or SWM Easement Area.
10. The parties, their respective heirs, personal representatives, successors, and assigns, further agree as follows:
  - (a) No buildings, structures or signage of any kind, unrelated to the purpose of this Agreement, shall be erected in and over said easement by any party hereto, their successors and assigns.

(b) No party hereto shall obstruct the SWM Easement Area in any way or nature, and shall erect no temporary or permanent barriers to obstruct the SWM Easement Area.

(c) No party shall store any matter of material in the SWM Easement Area that is unrelated to the purpose of this Agreement.

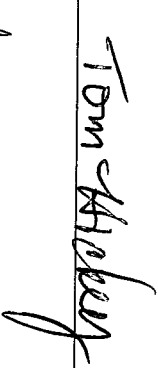
11. This perpetual easement is for the benefit of the owner of each of Lot No. 1 and Lot No. 2, his or her heirs, personal representatives, or its successors and/or assigns, and shall be appurtenant to each of the lots. The easements are reserved for use in common by the owners of the lots, their successors, assigns, invitees, lessees, agents or contractors. These covenants shall run with the land and shall bind the owners thereof, their heirs, personal representatives, successors and assigns.

12. This Cross Easement Agreement shall be terminated only by the written, and recorded, agreement of the parties hereto, or their respective heirs, personal representatives, successors, and assigns, and Harford County, Maryland.

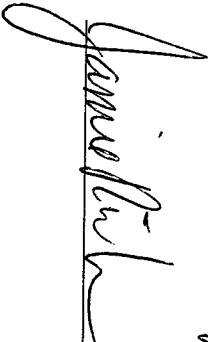
AS WITNESS our hands and seals the day and year first above written.


WITNESS:

DEVELOPER:  
E & N, LLC

  
\_\_\_\_\_

By:   
\_\_\_\_\_ (SEAL)  
Edward A. Hynes, Member

  
\_\_\_\_\_

By:   
\_\_\_\_\_ (SEAL)  
Naz Mian, Member

STATE OF MARYLAND, COUNTY OF Harford SS:

I hereby certify that on this 15<sup>th</sup> day of October, 2008, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Edward A. Humes, Member of E & N, LLC, and as such Member being duly authorized to execute the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/1/11

Kimberly R. Cunniff  
Notary Public

STATE OF MARYLAND, COUNTY OF Harford SS:

I hereby certify that on this 15<sup>th</sup> day of October, 2008, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Niaz Mian, Member of E & N, LLC, and as such Member being duly authorized to execute the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/1/11

Kimberly R. Cunniff  
Notary Public

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

ROBERT F. KAHOE, JR.

After recording return to:

CNH INC

245 BYNUM RD

FREDERICK, MD 21050

W:\PERN, LLC\Cross Easement & Restrictions-SWM-415 & 415A, Pilleda Hwy.wpd

410-879-7200