

Harford County Cir Crt	
LMP FD SURE	\$40.00
RECORDING FEE	\$20.00
TOTAL	\$60.00
MLK JM	
Oct 06, 2023 09:57 am	

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**RECIPROCAL EASEMENT AGREEMENT**

**THIS RECIPROCAL EASEMENT AGREEMENT** (the "Agreement") is made and entered into this 16<sup>th</sup> day of August, 2023 ("Effective Date") by and between **WDVB ENTERPRISES, INC.**, a Maryland corporation (the "Lot 1 Owner"), and **HUNTERS CREEK HOLDINGS LLC**, a Maryland limited liability company (the "Lot 2 Owner").

**RECITALS**

- A. The Lot 1 Owner is the owner of that certain parcel of real property situated in Harford County, State of Maryland, known as 1108 Clayton Road ("Lot 1") as more particularly shown on the Easement Exhibit attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. The Lot 2 Owner is the owner of that certain parcel of real property situated in Harford County, State of Maryland, known as 1110 Clayton Road ("Lot 2") as more particularly shown on the easement Exhibit.
- C. Lot 2 Owner purchased Lot 2 from Lot 1 Owner pursuant to that certain Residential Contract of Sale dated June 26, 2023, as amended to date.
- D. The Owners (as defined herein) desire to impose certain easements upon the Lots (as defined herein) and to establish certain covenants, conditions and restrictions as well as maintenance, repair and replacement obligations with respect to said Lots, for the mutual and reciprocal benefit and complement of Lot 1 and Lot 2 and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the above premises and the covenants herein contained, the parties hereto hereby covenant and agree that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

**AGREEMENTS**

- 1. **Definitions.** For purposes hereof:
  - (a) The term "Owner" or "Owners" shall mean the Lot 1 Owner (as to Lot 1) and the Lot 2 Owner (as to Lot 2) and any and all successors or assigns of such entities as the owner or owners of fee simple title to all or any portion of the Lots, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
  - (b) The term "Lot" or "Lots" shall mean each separately identified lot of real property constituting Lot 1 and/or Lot 2, and any future subdivisions thereof.
  - (c) The term "Easement Exhibit" shall mean that Easement Exhibit attached hereto as Exhibit "A" and by reference made a part hereof.

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(d) The term "Access Easement Area" shall mean that portion of Lot 2 as identified as "Access Easement Area" on the Easement Exhibit.

(e) The term "Storage Easement Area" shall mean that portion of Lot 1 identified as the "Storage Easement Area" on the Easement Exhibit.

2. **Effective Date/Easements.**

2.1 **Effective Date.** The parties hereby agree that this Agreement shall be effective as of the Effective Date.

2.2 **Grant of Reciprocal Easements.**

(a) Lot 1 shall have a non-exclusive, perpetual, above-ground easement, right and privilege on, over and across the Access Easement Area on Lot 2 for the purposes of vehicular and pedestrian ingress and egress to and from Lot 1 around the structures located on the Northern edge of Lot 1.

(b) Lot 2 shall have a none-exclusive, perpetual, above-ground easement, right and privilege on, over and across the Storage Easement Area on Lot 1 for the purposes of storing vehicles, equipment and building materials. In no event may any hazardous materials, animals or livestock be stored in or disposed of in the Storage Easement Area. For clarification purposes, the Lot 1 Owner shall be permitted to continue to store the sea container currently located on Lot 1 in the location identified as "Sea Container" on the Easement Exhibit, which area shall not be included in the Storage Easement Area.

2.3 **Indemnification.** Each Owner having rights with respect to an easement granted hereunder hereby agrees to indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from use of the respective easement area by the Owner and the respective employees, agents, or others acting on behalf of such Owner, or from the breach of such Owner's obligations under this Agreement.

2.4 **Reasonable Use of Easements.**

(a) The easements herein above granted shall be used and enjoyed by each Owner, and each of their permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the use, conduct and operations of the business of any other Owner or their respective permittees at any time conducted on its Lot, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) No Owner shall construct or install any permanent buildings, structures, trees or other improvements, or park any vehicles or place any objects within either of the easement areas that may interfere with or be inconsistent with the full use and enjoyment of such easements by the other Owner.

3. **Maintenance.**

The Lot 2 Owner shall at its cost and expense maintain the Access Easement Area and Storage Easement Area in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris, and shall maintain in good condition and repair all improvements located in the Access Easement Area and Storage Easement Area, including but not limited to the wood retaining wall and covered parking area located in the Storage Easement Area.

4. **Insurance.** Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability insurance, which coverage may be, in whole or in part, in the form of an umbrella policy against claims for personal injury (including contractual liability arising under the indemnity contained in Section 2.3 above), death, or property damage occurring upon such Owner's Lot and such Owner's use of its respective easement area on the other Owner's Lot, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00) naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds.

5. **Remedies and Enforcement.**

5.1 **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or any of their permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner, shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

5.2 **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within ten (10) business days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the affected Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof.

5.3 **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.4 **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

6. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Harford County, Maryland Recorder of Deeds and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Lot 1 and Lot 2.

7. **Miscellaneous.**

7.1 **Attorneys' Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication

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shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.2 **Amendment.**

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Lot 1 and Lot 2, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Harford County, Maryland.

(b) No termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by all parties hereto.

7.3 **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

7.4 **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

7.5 **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

7.6 **Grantee's Acceptance.** The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

7.7 **Separability.** Each provision of this Agreement and the application thereof to Lot 1 and Lot 2 are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Lots by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

7.8 **Time of Essence.** Time is of the essence of this Agreement.

7.9 **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

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7.10 **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Lot 1 Owner and the Lot 2 Owner are as follows:

Lot 1 Owner: WDVb ENTERPRISES, INC.  
1108 CLAYTON RD.  
JOPPA, MD 21085

Lot 2 Owner: HUNTERS CREEK HOLDINGS LLC  
210 Legion Ave., Ste. 6272  
Annapolis, MD 21401

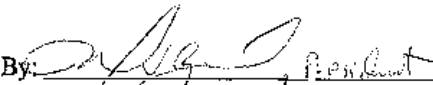
7.11 **Governing Law.** THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE IN WHICH THE LOTS ARE LOCATED, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.

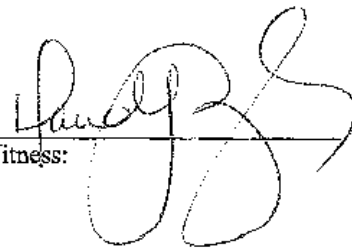
7.12 **Estoppel Certificates.** Each Owner, within fifteen (15) days of its receipt of a written request from the other Owner, shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

7.13 **Bankruptcy.** In the event of any bankruptcy affecting any Owner, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WDVB ENTERPRISES, INC.  
a Maryland corporation

By:  President  
Its: President

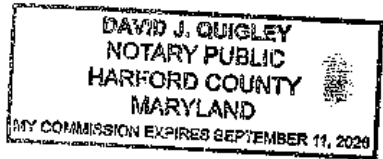
Witness: 

STATE OF MARYLAND )  
COUNTY OF Anne Arundel ) SS

The foregoing Instrument was acknowledged before me this 10 day of August, 2023 by Michael V. Biondino, President of WDVb ENTERPRISES, INC., a Maryland corporation.

[Signature]  
Notary Public

My Commission Expires: 9/11/2026  
Notary: David J. Quigley  
[Notary Seal]



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**HUNTERS CREEK HOLDINGS LLC,**  
a Maryland limited liability company

By: [Signature] number [Signature]  
Its: \_\_\_\_\_ Witness: \_\_\_\_\_

STATE OF MARYLAND )  
COUNTY OF Anne Arundel ) SS

The foregoing Instrument was acknowledged before me this 10 day of August, 2023 by Michael D. Casey Authorized Member of HUNTERS CREEK HOLDINGS LLC.

[Signature]  
Notary Public

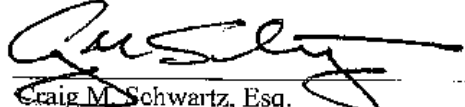
My Commission Expires: 9/11/2026  
Notary: David J. Quigley  
[Notary Seal]

DAVID J. QUIGLEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND  
MY COMMISSION EXPIRES SEPTEMBER 11, 2026

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ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

  
\_\_\_\_\_  
Craig M. Schwartz, Esq.