Circuit Court for Anne Arundel County
Case No. C-02-CV-17-001567

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 940

September Term, 2018

FARHAD HEJAZI, ET AL.

v.

BRIAN A. SEARS, Trustee

Friedman,
Wells,
Sharer, J., Frederick
(Senior Judge, Specially Assigned),

JJ.

Opinion by Sharer, J.

Filed: September 14, 2020

Contrary to the view put forth by Robert Frost, fences do not always make good neighbors.[1] In this appeal we are asked by appellants, Farhad Hejazi and Caroline Colella, his wife, plaintiffs below, to reverse the grant of declaratory judgment, validating an easement agreement, entered by the Circuit Court for Anne Arundel County in favor of appellee, Brian A. Sears, Trustee, defendant below.

The genesis of this litigation is an easement granted by Charles W. Borden, as Trustee of the ownership interests in real property and appellant's predecessor in title, whom we shall refer to collectively as "Borden,"[2] to Sears, as Trustee of the ownership interest in the adjoining real property. Appellants filed a complaint asking that the circuit court (1) declare the easement to be void and unenforceable and (2) require appellee to remove, at his own expense, a fence he had caused to be erected in the easement area. From the trial court's order declaring the easement agreement valid and denying their requested relief, appellants' have noted this appeal.

[1] In his poem *Mending Wall*, Robert Frost wrote, "Good fences make good neighbours." ROBERT FROST, *Mending Wall*, *in* NORTH OF BOSTON (Wilder Publications 2018) (1914). In common theme, Benjamin Franklin, under the pen name "Richard Saunders," wrote "Love your Neighbour; yet don't pull down your Hedge." RICHARD SAUNDERS, *Poor Richard Improved: Being an Almanack and Ephemeris…. for the Year of our Lord 1754* (B. Franklin & D. Hall 1754), https://founders.archives.gov/documents/Franklin/01-05-02-0051.

[2] Appellants' predecessors in title were the Exempt Trust Share for Charles Woodbridge Borden created under the Trust Agreement for the Christine M. Borden Living Trust dated June 14, 1999, Nonexempt Trust Share for Charles Woodbridge Borden created under the Trust Agreement for the Christine M. Borden Living Trust dated June 14, 1999, and the Charles Woodridge Borden Revocable Living Trust dated June 22, 2007.

BACKGROUND

Borden, as Trustee of the ownership interests in real property located at 857 Childs Point Road in Anne Arundel County, entered into an easement agreement with Sears, as Trustee of the ownership interest in the adjacent real property at 859 Childs Point Road, over a portion of his property and which extends the length of the adjoining property lines. The easement was recorded in the land records of Anne Arundel County on July 15, 2015.

Relevant to the issues raised in this litigation the easement agreement[3] recites:

> Whereas, the Borden property and the Sears property adjoin one another and the owners of the Borden property desire to grant to the owner of the Sears property, [and heirs, assigns, etc.] a permanent easement upon, over and across a portion of the Borden property as more particularly described hereinafter (the "easement area"), and,
>
> Whereas, the aforesaid owners desire to define the location of said easement area and the terms of its use by each of them, [and heirs, assigns, etc.][,]
>
> * * *
>
> 1) The language contained in the above "Recitals" section of this document is incorporated herein as a material part of this Easement Agreement.
>
> 2) The owners of the Borden property do hereby grant, convey and assign a permanent easement to the owner(s) of the Sears property and his/her/its successors, assigns, personal representatives and heirs upon, over, and across that portion of the Borden property shown on the attached "Easement Plat On The Property Of Charles W. Borden 857 Childs Point Road,

[3] For clarity, we append hereto the plat of easement on the Borden property, prepared by a registered property line surveyor. A certified copy of the recorded easement agreement, with its corresponding documents and plat, was attached to appellants' complaint as Exhibit A, and was admitted by stipulation at trial.

Anne Arundel County, Maryland dated May, 2015" and further described by a metes and bounds description attached thereto and herewith and being the easement area referred to herein.

3) The owner of the [Sears/appellee] property, and his/her[/]its successors, assigns, personal representatives and heirs shall have exclusive rights to the use and occupancy of said easement area including but not limited to:

- Selective clearing (no live specimen trees over 15" diameter will be removed)
- Exclusive use of the easement area
- Planting of additional trees and shrubs
- The right to relocate the existing and deteriorated south property line fence with new fences(s) [sic] of a type and location within the limits of the easement area at the sole discretion of the owners of the [Sears/appellee] property.
- Improvement of the water front to correct shoreline erosion, depletion, and the like.
- Relocation or under-grounding of existing overhead power/telephone/cable lines and poles.

4) The parties acknowledge and agree that the improvements delineated in (3) above will be a benefit to both properties.

The owners and occupants of the [Borden/appellant] property, for themselves their successors, assigns, personal representatives and heirs agree they will only have access to the aforesaid easement area over and across its west end (approximately 100' in length) and solely for the purpose of driveway access to and from the property located at 857 Childs Point Road.

On January 31, 2017, appellants purchased the real property at 857 Childs Point Road from Borden. Appellants, shortly after they moved into the home, became aware of fence construction on their property and promptly, in person, made known to Sears their objection. Sears responded, relying on the easement agreement, that the fence would be completed. And, it was. Shortly thereafter, appellants filed their complaint in the Circuit

Court for Anne Arundel County seeking a declaratory judgment to invalidate the easement agreement and require removal of the fence.

A bench trial was held on May 9, 2018, without witness testimony. The trial record consists of a stipulation to the facts from the pleadings, a stipulation to the admission into evidence of the land records documents that had been attached to the complaint, and the arguments of the parties' counsel. On May 15, 2018, the court entered an order denying appellants' request for injunctive relief with a written declaratory judgment opinion. The court further declared the rights of the parties, validating the easement, which we shall discuss, *infra*. Appellants' motion to alter or amend judgment was summarily denied and this timely appeal followed.

DISCUSSION

Appellants ask this Court to determine whether the trial court erred in determining that the easement at issue was compliant with established Maryland real property law and therefore valid and enforceable, and in denying all requested relief as a result.[4] There is no

[4] In their opening brief, appellants ask:

1. The central issue on appeal, and one of first impression for this Court, is: Does Maryland recognize and enforce easements that grant exclusive, possessory rights to use and occupy another's land with no limited or specific use or purpose?

2. Did the Circuit Court err in holding that the Easement Agreement was a valid, enforceable agreement that: (a) transferred a nonpossessory interest (as opposed to attempting to transfer a possessory, fee-simple interest) in the Easement Area; and (b) allowed Appellee use of the Easement Area without limit or restriction?

issue in this case of the existence or definition of the easement granted, or of unwarranted extension of the parameters of the grant.

Standard of Review

Ordinarily, in a case tried before the court without a jury we would follow the directions of Maryland Rule 8-131(c) and review the case on both the law and the evidence and would not set aside the trial court's judgment unless we deemed it clearly erroneous. *Gregg Neck Yacht Club, Inc. v. County Comm'rs of Kent County,* 137 Md. App. 732, 751 (2001) (citations omitted). However, "[t]he interpretation of mortgages, plats, deeds, easements and covenants has been held to be a question of law…, [and], as a general rule, the construction or interpretation of all written instruments is [also] a question of law for the court is a principle of law that does not admit of doubt.'" *Webb v. Nowak,* 433 Md. 666, 681 (2013) (quoting *Gordy v. Ocean Park, Inc*., 218 Md. 52, 60 (1958)).

Furthermore, because the clearly erroneous standard applies to the trial court's findings of fact and because, further, there was no contested testimony below, all facts having been stipulated by the parties, we consider only the trial court's conclusions of law. *Gregg Neck Yacht Club, Inc.*, 137 Md. App. at 752 (citations omitted). Because we consider only the conclusions of law, our review is more expansive. In the end, we must

3. Did the Circuit Court err in refusing to grant Appellants' request for injunctive relief?

4. Did the Circuit Court abuse its discretion when it denied Appellants' Maryland Rule 2-534 Motion to Alter or Amend the May 15, 2018 Judgment?

determine whether the trial court was legally correct. *Id*. (citations omitted); *White v. Pines Cmty. Improvement Ass'n, Inc*., 403 Md. 13, 31 (2008) (citations omitted).

With respect to the second issue before this Court, when we review the denial of a motion for reconsideration, we do so under an abuse of discretion standard. *Cent. Truck Ctr., Inc. v. Cent. GMC, Inc*., 194 Md. App. 375, 397 (2010) (citing *In re Adoption/Guardianship of Joshua M*., 166 Md. App. 341, 351 (2005)). An abuse of discretion has been said to occur "'where no reasonable person would take the view adopted by the trial court, or when the court acts without reference to any guiding rules or principles….'" 194 Md. App. at 398 (cleaned up) (quoting *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. 405, 418–19 (2007)).

Definition of an Easement

We are presented with differing opinions of the definition of "easements." Appellants contend that "Maryland defines an easement as a non-possessory interest in another's land for a limited or specific use or purpose." Appellants also assert that the deed of easement granted by Borden to Sears is essentially a conveyance in fee in the guise of an easement and, therefore, is contrary to public policy. They argue that Maryland law is clear that an easement must be for a limited or specific purpose. The purported Borden-Sears easement, they contend, would expand that definition because it contains no measuring limitations as to use or purpose.

Appellee responds that the easement agreement was no more than what it purported to be and was not a back-door attempt to convey the easement area in fee. He contends that "[d]espite Appellants' assertion to the contrary, there is no requirement that, in order

to be valid and enforceable, an easement must contain express limitations or a specific purpose."

In declaring the rights of the parties, the trial court rejected appellants' "nonpossessory" definition of easements, instead applying what it determined was a "more fully descriptive … line of Maryland cases discussing the dominant easement holder's *privileges* to make certain uses of the property and the servient easement holder's *detriment* of refraining to make other uses of the property." (Emphasis in original). The court found that the easement agreement provided "very extensive uses of the disputed area for [appellee] and very extensive detriments for grantor[,]" while the grantor also retains "the visual enjoyment of the easement area's fee and its potential use for administrative purposes."

In fact, there are several variations of the definition of easements that are applied in Maryland.

Black's Law Dictionary defines an easement as:

> 1. An interest in land owned by another person, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose (such as to cross it for access to a public road).… Unlike a lease or license, an easement may last forever, but it *does not give the holder the right to possess, take from, improve, or sell the land*.

Easement, Black's Law Dictionary (11th ed. 2019) (emphasis added). That definition comports with the Restatement, that an easement is: "An interest in land in the possession of another which entitles the [easement] owner … to a limited use or enjoyment of the land in which the interest exists …" Restatement (Third) of Prop.: Servitudes § 1.2 (2000).

Those definitions are generally compatible with established Maryland caselaw, where we have explained:

> "An easement is *broadly defined* as a nonpossessory interest in the real property of another[.]" *Boucher v. Boyer*, 301 Md. 679, 688 (1984) (citations omitted). "In general, the terms 'easement' and 'right-of-way' are regarded as synonymous." *Miller v. Kirkpatrick*, 377 Md. 335, 349 (2003) (citation omitted).

Purnell v. Beard & Bone, LLC, 203 Md. App. 495, 505 (2012) (emphasis added). Furthermore, they are also consistent with the Anne Arundel County Code's definition: "'Easement' means a non-possessory interest in land that creates the right to use the property of another for a specific purpose or that imposes limitations upon use or obligations to preserve or maintain all or a specified portion of the property." Anne Arundel County Code (AACC) § 17-1-101(32).

Against those recitals and definitions, we consider the contentions of the parties.

Appellant's summarize the court's alleged errors by asserting that the court erred in upholding the conveyance as an easement because

> [f]irst, the court applied a definition of an easement at odds with Maryland's accepted definition of an easement[]… when it accepted as valid the possessory character of the interest sought to be conveyed by the Easement Agreement. Second, the court erred in determining that the Easement Agreement did not convey a possessory interest in the Easement Area. Third, the court erred in concluding that the unrestricted use Appellee can make of the Easement Area under the Easement Agreement comports with Maryland's established definition of an easement.

Appellee responds that appellants overstate their claim that the easement grants "unfettered" use of the easement area. He also asserts the freedom of the parties to contract provided that such contract is not in contravention of either Maryland law or public policy.

The Maryland Code does not have a statutory definition of an easement, however, as relevant to the instant appeal and as recognized above, the Anne Arundel County Code does. *See* AACC § 17-1-101(32). The grant to Sears and his successors, in our view, comports with that definition.

Validity of the Sears Easement

Appellants challenge the validity of the easement based on what it purportedly grants to Sears. They "agreed [with Sears] that the Easement Agreement was not ambiguous[,]" and, essentially, ask this Court to interpret the agreement and determine if it attempts to grant more than an easement.

Typically,

> [i]n deciding whether the conveyance of a right-of-way was an easement or a fee simple estate the instructment [sic] must be construed so as to best effectuate the intention of the parties, [*Green, Tr. v. Eldridge*, 230 Md. 441, 447 (1963),] and in determining the extent of the interest conveyed the instrument is considered as a whole, viewing the language employed in light of all the facts and circumstances of the transaction.

Desch v. Knox, 253 Md. 307, 310 (1969) (citations omitted). "'In construing the language of a deed, the basic principles of contract interpretation apply.'" *Grimes v. Gouldmann*, 232 Md. App. 230, 235 (2017) (quoting *Maryland Agric. Land Pres. Found. v. Claggett*, 412 Md. 45, 62 (2009)). As such, when we seek to interpret the meaning of a contract "'our search is limited to the four corners of the agreement.'" *Grimes*, 232 Md. App. at 235 (quoting *Walton v. Mariner Health of Maryland, Inc.*, 391 Md. 643, 660 (2006)).

In our review of the easement agreement, we recognize that

> the grant of an easement should not be construed to have been enlarged by reason of the wording of the grant unless an intention to so enlarge it is

> apparent. Moreover, since the grant by which the servitudes were created was designed to confer rights and impose obligations which otherwise would have had no existence, the grant should have been strictly (not liberally) construed.

Buckler v. Davis Sand & Gravel Corp., 221 Md. 532, 538 (1960) (internal citations omitted).

There are important distinctions between the grant of an easement and ownership in fee, as the Court of Appeals discussed in *Desch v. Knox*, *supra*:

> "A right of way, whether public or private, is essentially different from a fee simple right to the land itself over which the way passes. A right of way is nothing more than a special and limited right of use; and every other right or benefit derivable from the land, not essentially injurious to, or incompatible with the peculiar use called the right of way, belongs as absolutely and entirely to the holder of the fee simple as if no such right of way existed. He is, in fact, for every purpose considered as the absolute owner of the land, subject only to an easement or servitude; he may recover the land so charged by ejectment; he may bring an action of trespass against any one who does any injury to it * * *."

253 Md. at 311 (quoting *Public Service Comm'n v. Maryland Gas Transmission, Corp*., 162 Md. 298, 312 (1932)).

In the trial court's rejection of appellants' reliance on the "*nonpossessory* precedents," it refers to *Barry v. Edlavitch*, 84 Md. 95 (1896) as an example of Maryland courts allowing an implied easement that "may occupy and possess the encroached-upon portion of the land." Although instructive, *Barry* is inapposite to the present circumstance because we are not here dealing with an easement of necessity or by implication. As the Court of Appeals explained in *Barry*,

> Such possession, therefore, undoubtedly was sufficient to and did confer upon him a title to the easement, whatever its nature was. … He not only acquired a right to the use of the wall to support his house, but also to do that

> which was obviously necessary to the enjoyment of that right; that is, to occupy the space intervening between the wall and his own line. The easement which the adverse possession conferred upon him, included an easement to use the soil that intervened between his property and the wall. The grant of an easement carries with it all that is absolutely necessary to the enjoyment of it. He acquired no title to the soil. His right was merely an easement over it; to use it, as appendent to the principal easement of a right of support, in the wall of the adjoining proprietor, and *necessary to its enjoyment*.

84 Md. at 115 (cleaned up and emphasis added) (internal citations omitted). Here, there is no expressed need or benefit provided to Sears under the Agreement, other than his sole control and use of the land. There are, however, several implicit limitations in the easement agreement, which appellants seek to diminish.

The Restatement explains, "[e]xcept as limited by the terms of the servitude …, the holder of the servient estate is entitled to make any use of the servient estate that does not unreasonably interfere with enjoyment of the servitude." Restatement (Third) of Prop.: Servitudes § 4.9 (2000). Comment c to § 4.9 of the Restatement further explains the servient estate's entitlement to use:

> The person who holds the land burdened by a servitude is entitled to make all uses of the land that are not prohibited by the servitude and that do not interfere unreasonably with the uses authorized by the easement or profit. An easement is a nonpossessory interest that carves out specific uses for the servitude beneficiary. All residual use rights remain in the possessory estate—the servient estate.

Restatement (Third) of Prop.: Servitudes § 4.9 cmt. c (2000).

The Easement Agreement expressly grants that Sears and his successors "shall have exclusive rights to the use and occupancy of said [E]asement [A]rea ….", and only expressly reserves driveway access across the easement area to Borden and his

successors—appellants. However, there is limiting language in two paragraphs that precede the language in paragraph 3) of the grant provisions that expresses the "desire[s]" of the contracting parties. Importantly, it states that: "the owners of the Borden property desire to grant to the owner of the Sears property, … a permanent easement ***upon, over and across*** a portion of the Borden property …." (Emphasis added).

The language, "upon, over and across," is also reiterated in paragraph 2) of the grant provisions of the easement agreement. Save for the express rights granted to Sears in paragraph 3) to relocate the south property line fence, the relocation and/or undergrounding of existing power/telephone/cable lines and poles, the restricted clearing of trees, and the planting of additional greenery, the easement granted for the "use and occupancy" is only "upon, over, and across" that portion of the property. The language of the easement agreement expressing Borden's "desire" coupled with the language of the grant — "use and occupancy" — limit the grant. The "exclusive rights to use and occupancy of said easement area" is limited to surface rights except for those exceptions expressly delineated under paragraph 3).

A further implicit limitation on the "exclusive rights to use and occupancy" is found in the language of paragraph 4) of the agreement, which provides that the "improvements delineated in (3) … *will be a benefit to both parties*." Implicit from that language is that the "improvements" by Sears will not be a detriment to appellants' property. And, as the trial court had opined, the rights retained by appellants also include the "visual enjoyment of the easement area, plus administrative and legal applications that *may* be available to [appellants] … as owners of the fee[.]" (Emphasis added).

These implicit limitations of the easement agreement are consistent with the Court of Appeals' decision in *Reid v. Washington Gas Light Co*., 232 Md. 545 (1963), wherein the Court explained the established rule that

> an easement is a restriction upon the rights of the servient property owner, no alteration can be made by the owner of the dominant estate which would increase such restriction except by mutual consent of both parties. The test to determine the right to make a particular alteration appears to be whether the change is so substantial as to result in the creation and substitution of a different servitude from that which previously existed. In other words, if the alteration is merely one of quality and not substance there will be no resulting surcharge to the servient estate.

232 Md. at 549 (internal citations omitted). The *Reid* Court determined that the relevant questions are whether the dominant estate "had the right under the terms of the easement to [make the alteration], and second, if it had this right, did the exercise of the right place a substantially increased burden on the servient estate." *Id*. The only right of "alteration" with which appellants take issue is the construction of the replacement fence within the easement area. That "alteration" right was consented to by Borden and expressly provided for in paragraph 3) of the easement agreement — the "right to relocate the existing and deteriorated south property line fence with new fences(s) [sic] of a type and location within the limits of the easement area at the sole discretion of the owners of the [Sears/appellee] property."

At trial, appellants also raised several public policy concerns with validating the easement agreement, only two of which were addressed on appeal. Appellants contend that easements of this nature "would completely undermine the subdivision process[,]" and "people could thwart the tax code by labeling the conveyance of a fee simple transfer an

easement." But appellants produced no evidence, testimonial or documentary, to support their public policy assertions.

Appellees note that "Maryland courts have been hesitant to strike down voluntary bargains on public policy grounds, doing so only in those cases where the challenged agreement is patently offensive to the public good, that is, where 'the common sense of the entire community would … pronounce it' invalid." (Quoting *Maryland-Nat'l Capital Park & Planning Comm'n v. Washington Nat. Arena*, 282 Md. 588, 606 (1978)).

The court correctly concluded, and appellee agreed, that appellee's use of the easement area will continue to be subject to land use laws and regulations. As we have noted, appellants offered no evidence to support their assertions. Thus, we need not consider those arguments. *See Rollins v. Capital Plaza Associates, L.P.*, 181 Md. App. 188, 201–02 (2008) (explaining that, "'[w]e cannot be expected to delve through the record to unearth factual support favorable to appellant …,'" and, "'[n]ot only will we not delve through the record to unearth factual support …, but we also will not 'seek out law to sustain [their] position.'" (alteration omitted) (quoting *von Lusch v. State*, 31 Md. App. 271, 282 (1976))).

Finally, the trial court observed that "[it] has found no Maryland … precedent that compel[s] voiding an easement which otherwise satisfies statutory requirements and violates no public policy." (Footnote omitted).

Waiver

Although the trial court did not discuss appellee's waiver defense, we cannot overlook appellee's assertion that appellants were aware that the easement documents were

a matter of public record in the land records of Anne Arundel County and "admitted that they had actual notice of the Easement Agreement prior to acquiring Borden's property[,]" and "[k]nowing full well the written terms of the [Agreement], … subsequently purchased Borden's home without raising any questions as to its validity" until the fence construction commenced.

Appellants, in their Reply Brief, assert that they did not waive their right to contest the validity of the easement. We are not persuaded. Nothing, in our view, could be clearer; one who purchases real estate knowing of the existence of what one would consider to be a defect in title, or an unreasonable encumbrance, or a diminution of one's right to enjoy the property purchased has, by consummating the purchase, waived one's right to later challenge the legitimacy of the easement.

Motion to Alter or Amend Judgment

Pursuant to Maryland Rule 2-534,

> In an action decided by the court, on motion of any party filed within ten days after entry of judgment, the court may open the judgment to receive additional evidence, may amend its findings or its statement of reasons for the decision, may set forth additional findings or reasons, may enter new findings or new reasons, may amend the judgment, or may enter a new judgment….

Md. Rule 2-534. Appellants' motion to alter or amend judgment essentially reiterated the same arguments made at trial, with one exception that is not being pursued on appeal.[5]

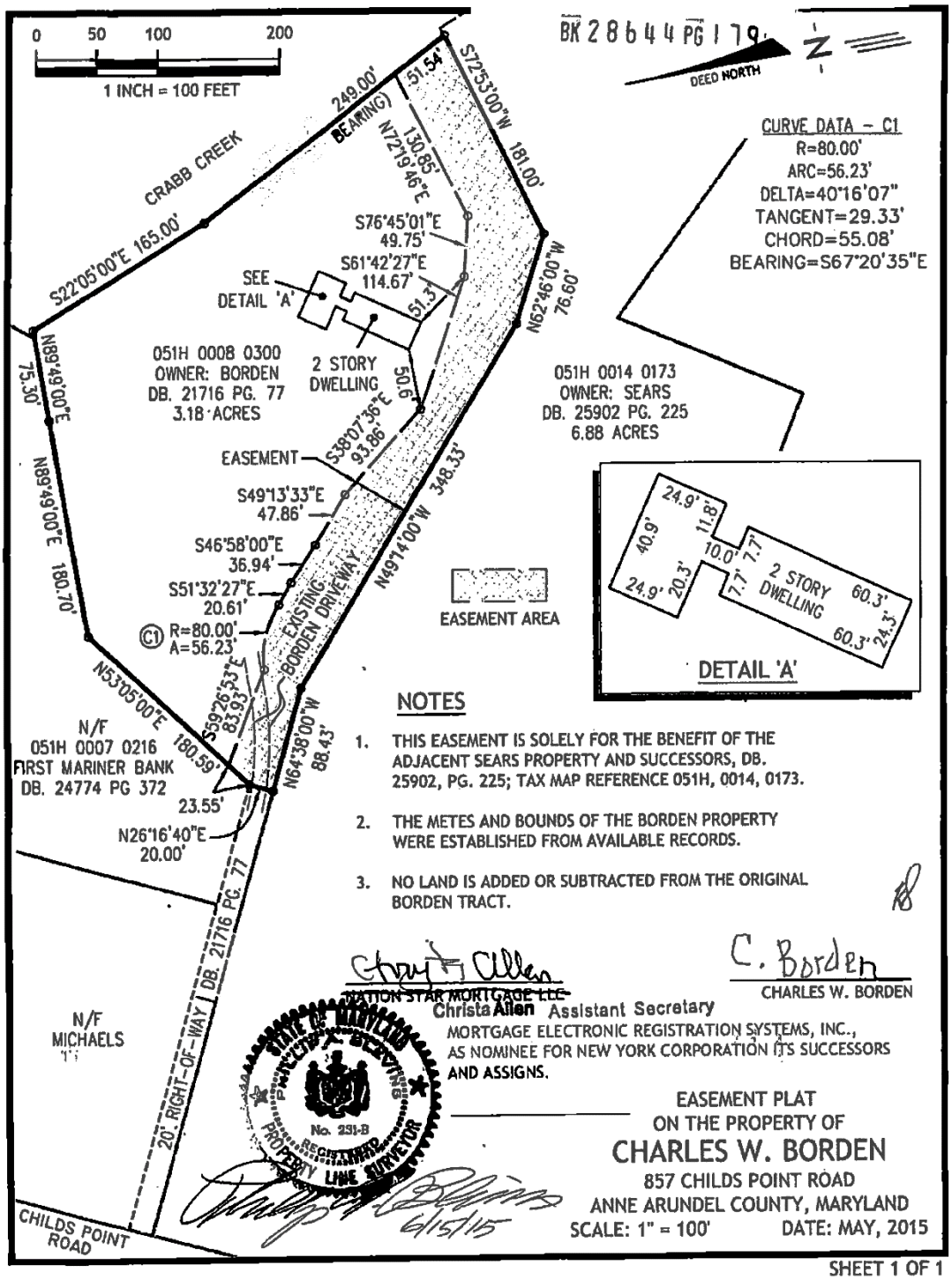
[5] In their motion, appellants argued for the first time that because of the existence of the preceding BGE easement over the Borden/appellants property, "the grantor of the [Sears] easement in this case did not have the right to grant exclusive use and occupancy of the easement area, and indeed the fence that was installed interferes with the supposed access

Having only noted the issue in passing in one unsupported paragraph in their opening brief, we decline to consider the court's denial of their motion to alter or amend judgment. *See Rollins*, 181 Md. App. at 201–02.

JUDGMENT OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AFFIRMED; COSTS ASSESSED TO APPELLANTS.

afforded to BGE as it [sic] more than 600 feet in length, completely encloses the easement and prevents any access to the electrical lines that currently service [appellants'] property."

APPENDIX


BK 28644 PG 179
0 50 100 200
1 INCH = 100 FEET
DEED NORTH
CRABB CREEK
S22°05'00"E 165.00'
249.00' (BEARING)
N72°19'46"E 130.85'
51.54'
S72°53'00"W 181.00'
S76°45'01"E 49.75'
S61°42'27"E 114.67'
51.3'
N62°46'00"W 76.60'
SEE DETAIL 'A'
2 STORY DWELLING
50.6'
051H 0008 0300
OWNER: BORDEN
DB. 21716 PG. 77
3.18 ACRES
N89°49'00"E 75.30'
N89°49'00"E 180.70'
EASEMENT
S38°07'36"E 93.86'
S49°13'33"E 47.86'
S46°58'00"E 36.94'
S51°32'27"E 20.61'
C1 R=80.00' A=56.23'
N49°14'00"W 348.33'
EXISTING BORDEN DRIVEWAY
EASEMENT AREA
051H 0014 0173
OWNER: SEARS
DB. 25902 PG. 225
6.88 ACRES
CURVE DATA - C1
R=80.00'
ARC=56.23'
DELTA=40°16'07"
TANGENT=29.33'
CHORD=55.08'
BEARING=S67°20'35"E
24.9' 11.8' 40.9' 10.0' 7.7' 7.7' 2 STORY DWELLING 60.3' 24.9' 20.3' 60.3' 24.3'
DETAIL 'A'
N53°05'00"E 180.59'
S59°26'53"E 83.93'
N64°38'00"W 88.43'
N/F
051H 0007 0216
FIRST MARINER BANK
DB. 24774 PG 372
23.55'
N26°16'40"E 20.00'
20' RIGHT-OF-WAY / DB. 21716 PG. 77
N/F
MICHAELS
CHILDS POINT ROAD
NOTES
1. THIS EASEMENT IS SOLELY FOR THE BENEFIT OF THE ADJACENT SEARS PROPERTY AND SUCCESSORS, DB. 25902, PG. 225; TAX MAP REFERENCE 051H, 0014, 0173.
2. THE METES AND BOUNDS OF THE BORDEN PROPERTY WERE ESTABLISHED FROM AVAILABLE RECORDS.
3. NO LAND IS ADDED OR SUBTRACTED FROM THE ORIGINAL BORDEN TRACT.
NATION STAR MORTGAGE LLC
Christa Allen Assistant Secretary
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR NEW YORK CORPORATION ITS SUCCESSORS AND ASSIGNS.
C. Borden
CHARLES W. BORDEN
STATE OF MARYLAND
No. 231-B
REGISTERED PROPERTY LINE SURVEYOR
4/15/15
EASEMENT PLAT
ON THE PROPERTY OF
CHARLES W. BORDEN
857 CHILDS POINT ROAD
ANNE ARUNDEL COUNTY, MARYLAND
SCALE: 1" = 100' DATE: MAY, 2015
SHEET 1 OF 1