Circuit Court for Baltimore County
Case No. C-03-CV-22-001222

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1019

September Term, 2024

JOHN B. CLASSEN

v.

MICHAEL ENEY, ET AL.

Graeff,
Ripken,
Eyler, Deborah S.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Eyler, Deborah S., J.

Filed: December 30, 2025

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

This appeal arises from a dispute between adjacent property owners in northern Baltimore County over the use of a gravel driveway ("the Driveway"). John Classen, M.D., the appellant, owns an approximately forty-five-acre parcel ("the Classen Property") to the east of an approximately sixty-seven-acre parcel owned by Michael and Rashelle Eney ("the Eney Property"), the appellees. Four months after the Eneys took title to their property, they filed suit in the Circuit Court for Baltimore County seeking declaratory relief on alternative grounds that their deed conveyed an express easement allowing them to traverse the part of the Driveway that Dr. Classen alleged crossed his property ("the disputed area") or that they had acquired an easement by prescription over that same area. They also asserted related claims to quiet title, for a prescriptive easement, and for injunctive relief to prevent Dr. Classen from restricting their use of the disputed area. Dr. Classen counterclaimed for trespass, private nuisance, and conversion.

After a bench trial, the court ruled in favor of the Eneys, determining that the center of the Driveway was the shared boundary line of the two properties within the disputed area, declaring that the Eneys had an express easement over the disputed area, quieting title, and ruling, in the alternative, that the Eneys acquired an easement by prescription over the disputed area. The court dismissed the Eneys' claim for injunctive relief and entered judgment in favor of the Eneys on the remaining counts of Dr. Classen's counterclaim.

Dr. Classen appeals, presenting four questions for our review, which we reorder and rephrase as:

> I. Did the circuit court err by not dismissing the case as a matter of law based on the Eneys' failure to join all necessary parties?

II. Did the circuit court err by ruling that the Eneys' causes of action were not barred by the statute of limitations or the doctrine of laches?

III. Did the circuit court err by ruling that the Eneys are the beneficiaries of an express easement over the disputed area?

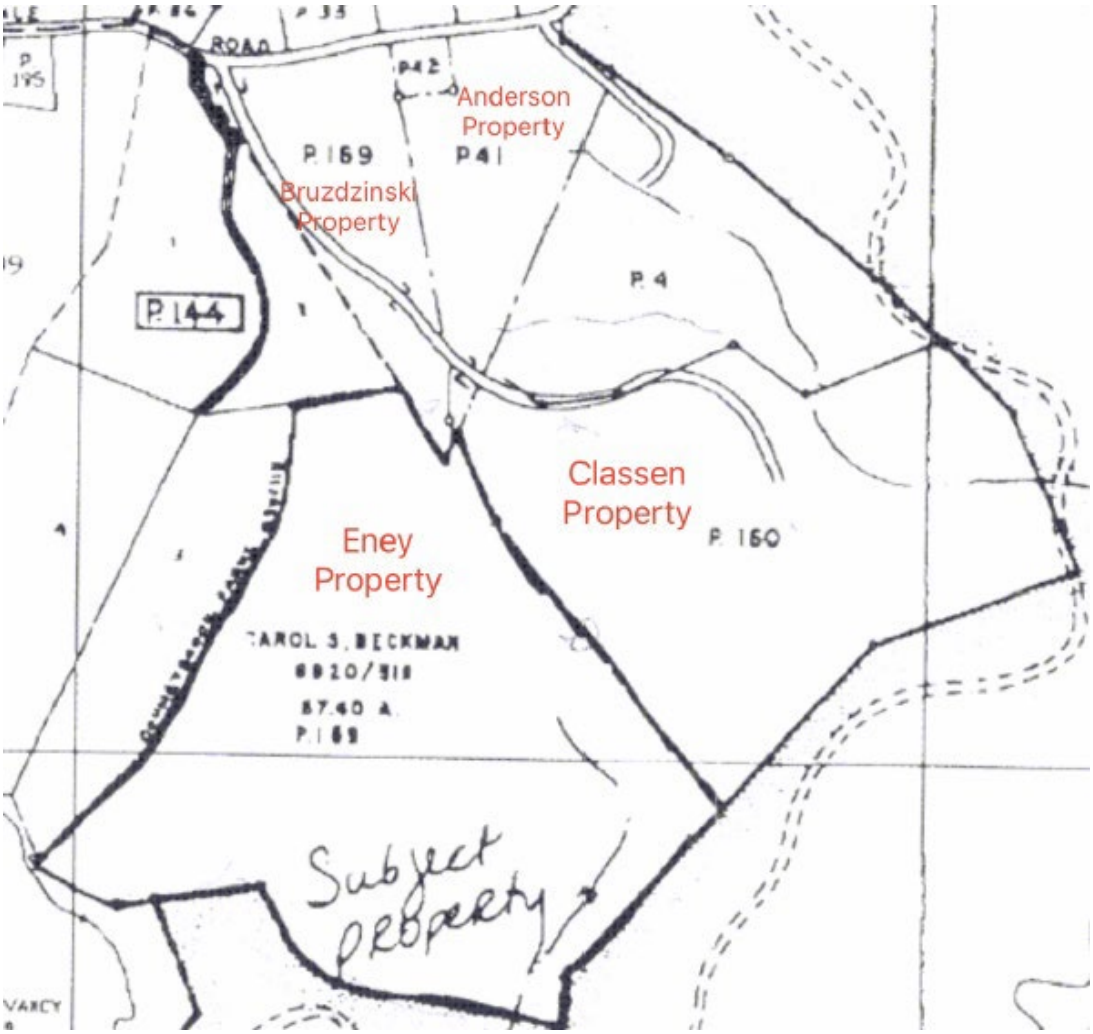
IV. Did the circuit court err by ruling that the Eneys have a prescriptive easement over the disputed area?

We answer the first three questions in the negative, making it unnecessary for us to reach the fourth question. We thus affirm the judgment of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND

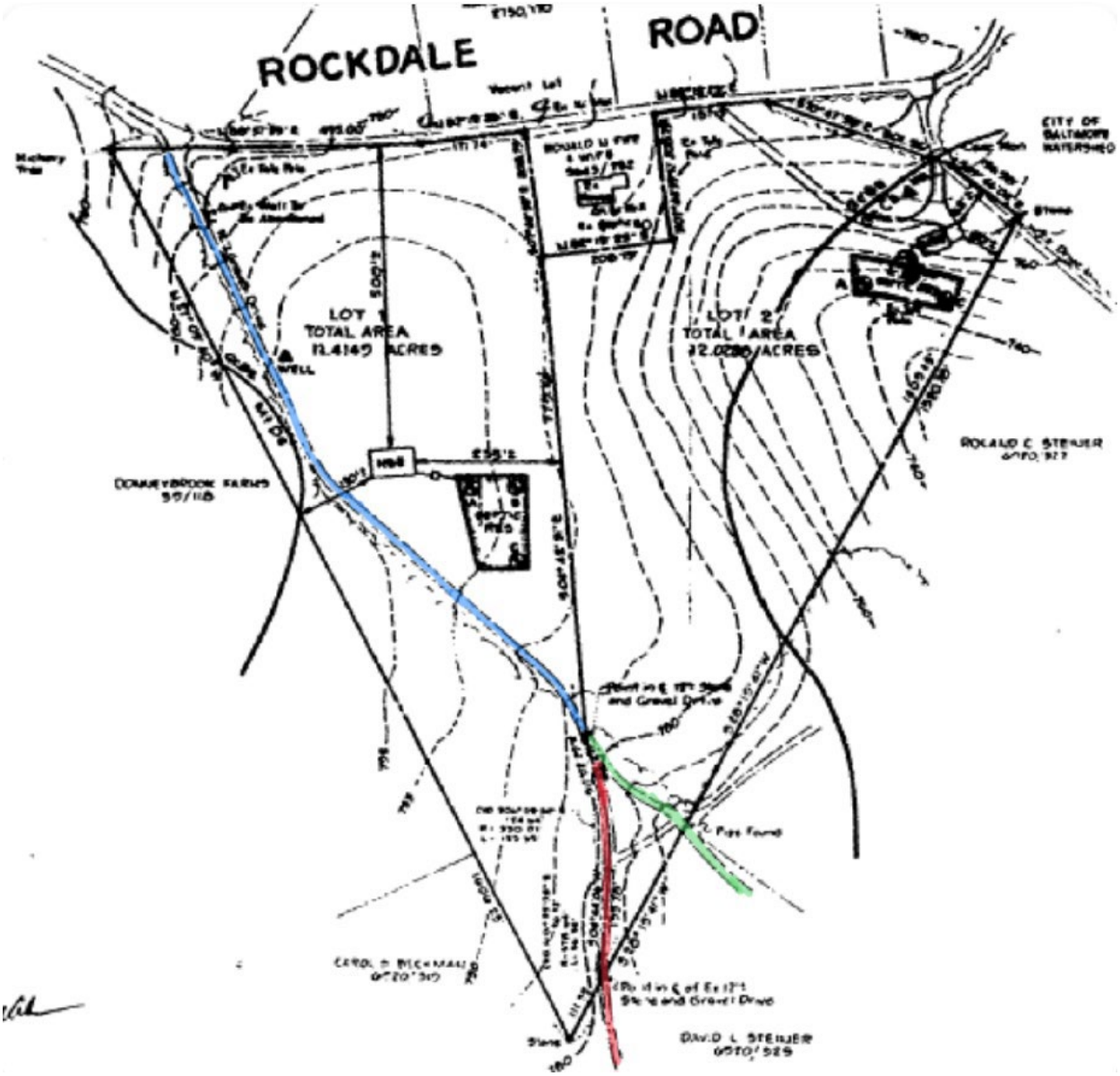
The properties at issue are located just north of the Prettyboy Reservoir. Until 1912, the Classen Property and the Eney Property were part of the same tract, along with two other parcels to the north that abut Rockdale Road, the public roadway. The two northern parcels form an inverted triangle, with Rockdale Road as the base. The boundary between the western parcel now owned by Lisbeth and James Bruzdzinski ("the Bruzdzinski Property") and the eastern parcel now owned by Richard and Carolyn Anderson ("the Anderson Property") nearly bisects the triangle, terminating just east of the point.

As depicted in the below diagram, the Eney Property extends south, west, and slightly east of the tip of the inverted triangle. The Classen Property abuts the Anderson Property to the east and continues south of the inverted triangle, where it abuts the Eney Property. The Prettyboy Reservoir is situated to the south and east of the Classen and Eney Properties.



The Driveway runs in a southeasterly direction from Rockdale Road across the Bruzdzinski Property until it hits the boundary with the Anderson Property, where it splits into two paths, one heading south and one heading east, both of which eventually terminate on the Classen Property. The eastern path, which is wooded over and unused, continues across the Anderson Property in the same southeasterly direction before it crosses onto the Classen Property, where it terminates. The southern path continues due south, straddling the property line of the Bruzdzinski Property and the Anderson Property before crossing into the Eney and Classen Properties at the point where all four parcels meet, continuing

south into the Eney Property and then making a fishhook turn to the northeast onto the Classen Property, where it terminates. The below diagram, hereinafter "the Burgess Plat," depicts the Driveway in blue until it splits, with the eastern path in green and the southern path that reaches the Eney Property in red.



The disputed area consists of about 100 feet of the southern path of the Driveway just south of the triangle before the Driveway crosses entirely onto the Eney Property. As we will explain, Dr. Classen initially took the position that he owned the land on either side of this area and could control access to it, thereby preventing the Eneys from reaching the portion of the Driveway that passes onto their property. In both his written closing arguments and on appeal, he abandoned this position. He continues to assert his secondary position: that an easement over the eastern path is reserved in the relevant deeds, which only provides access to the Classen Property. We will discuss the basis for this argument in our discussion.

A. The History of the Relevant Properties

In 1912, Charles H. Smith owned the tract containing all four properties. That year, Mr. Smith deeded the land comprising what is now the Bruzdzinski and Anderson Properties and retained for himself the land comprising the Eney and Classen Properties ("the 1912 Deed"). The deed reserved for Mr. Smith and his successors in interest a right-of-way to access the public road, *i.e.*, Rockdale Road, as follows:

> And it is hereby expressly covenanted and agreed, by and between the respective parties to this deed, that the said Charles H. Smith, his heirs, personal representatives and assigns shall *have the right to use* ***the road as now located*** *over and through the land and premises hereby granted and conveyed to the public road*.

(Emphasis added.)

Robert Burgess came to own the northern tract and, in 1988, subdivided it into two lots. He conveyed the western lot to Ms. Bruzdzinski (then known as Ms. Yardley) and

retained the eastern lot for himself. In 1997, he conveyed the eastern lot to the Andersons. The legal descriptions in these deeds called the southernmost portion of the common north/south boundary of the lots to "an iron pin set in the centerline of a 12 foot wide stone Drive, thence running with and binding on the centerline of said drive" for just over eighty-eight feet. This was the southern path of the Driveway.

Meanwhile, in 1982, Carol Steiner,[1] David Steiner, and Roland Steiner ("the Steiner siblings") took title to the land retained by Mr. Smith and an adjacent parcel, subject to a life estate in favor of their mother, the grantor. Three years later, the Steiner siblings subdivided the land into three parcels, with Carol Steiner receiving title to what is now the Eney Property, and David Steiner receiving title to what is now the Classen Property. The Eney Property was unimproved farmland and woodland. The legal descriptions of both parcels called the shared boundary to a "point in the center of [a] shared private driveway" which itself was 115 feet from a planted stone.

In 1990, David Steiner conveyed the Classen Property to himself and his wife, and in 2007, they conveyed the property to Dr. Classen. Those deeds contained the same legal description as the deed that subdivided the Classen Property.

In May 2005, Carol Steiner, who was preparing to sell the Eney Property, entered into a Confirmatory Right of Way Agreement ("2005 Agreement") with the Andersons and

[1] Carol Steiner then was known as Carol Beckman, but later reverted to the use of her maiden name.

Ms. Bruzdzinski.[2] In the whereas clauses, the parties agreed that "for many years, access to and from [the Eney Property] has been over an existing road located on [the Bruzdzinski Property and the Anderson Property]" and that they had agreed to confirm this means of access. The Andersons and Ms. Bruzdzinski thus "grant[ed], convey[ed] and confirm[ed]" to Carol Steiner

> the right and privilege to the use, in common with the within grantors, of a right of way leading from [the Eney Property] . . . for the purposes of ingress, egress and regress to and from said parcel, and the right to install customary utility lines in the bed of said right of way, to and from said tract and Rockdale Road.

The right of way was "depicted as the 'stone and gravel drive' on lot 1 [the Bruzdzinski Property] and also crossing a portion of lot 2 [the Anderson Property] as shown on a plat entitled Site Plan for Robert T. Burgess," *i.e.*, the Burgess Plat that appears earlier in this opinion. The Burgess Plat was attached as an exhibit to the 2005 Agreement, and both were recorded in the Land Records for Baltimore County.

The following month, Carol Steiner conveyed her property to three individuals, including one Thomas Neimiller. Two years after that, the three individuals conveyed the property to Mr. Neimiller alone. In 2007, Mr. Neimiller conveyed the property to Jeffrey and Patricia Bayer. As we will discuss, during their ownership of the property, the Bayers arranged a survey that revealed that their deed and Dr. Classen's deed did not close and tried, unsuccessfully, to negotiate a solution with Dr. Classen.

[2] David Steiner, who then owned the Classen Property, was not a party to the 2005 Agreement.

B. The Eneys Purchase the Property

On December 8, 2021, the Bayers conveyed their property to the Eneys. The Eney Property remained unimproved, but the Eneys purchased it with the intent to construct a home there.

Prior to settlement, the Eneys visited the property with their real estate agent, accessing it via the Driveway and crossing over the disputed area. The Eneys first met Dr. Classen the week after settlement when they came to camp on the property overnight. As they were leaving on the Driveway, they stopped in the disputed area to talk to Mr. Bruzdzinski. Dr. Classen drove around them and blocked them in. He "came over very aggressively," told the Eneys they were trespassing, and told them they had been "ripped off" because their property was landlocked.

As a result of this interaction, Mr. Eney communicated with Mr. Bruzdzinski, who in turn reached out to Dr. Classen on their behalf to determine the basis for his statements. Dr. Classen emailed documents to the Eneys reflecting the prior survey of the boundary of the Eney Property prepared for the Bayers by Brian Dietz.

Thereafter, the Eneys contacted their surveyor, Joel Leininger, whom they already had hired for the planned construction of their house, and engaged him to conduct a boundary survey between the Eney Property and the Classen Property. When Mr. Leininger came to their property in January 2022, Dr. Classen attempted to block him in by placing a cable across the Driveway in the disputed area. Dr. Classen also called the police, who

responded to the scene and told Dr. Classen that he was not permitted to block the Driveway.

C. The Litigation

On March 30, 2022, the Eneys filed their complaint against Dr. Classen asserting their right to "use of the common private drive where it passes over [Dr. Classen's] land." In Count I, they asked the court to declare that they possessed "deeded, common law and prescriptive rights" to use the Driveway. In Count II, they sought to quiet title to the easement over the Driveway. In Count III, they claimed an easement by prescription over the Driveway. Finally, in Count IV, they requested injunctive relief to prevent Dr. Classen from blocking their access over the Driveway.

Dr. Classen counterclaimed, asserting claims for private nuisance, trespass, and conversion.

In October 2023, Dr. Classen moved for summary judgment on the grounds that the Eneys' complaint was barred by limitations, that they failed to satisfy the elements of a prescriptive easement as a matter of law, and that they failed to join necessary parties – the Andersons and the Bruzdzinskis. The Eneys cross-moved for summary judgment and opposed Dr. Classen's motion. By order entered January 10, 2024, the court denied the cross-motions for summary judgment.

Less than thirty days before trial, the Eneys moved for leave to file an amended complaint which, in part, added the theory that they had acquired an implied easement by

reservation over the disputed area of the Driveway. Dr. Classen opposed that motion. The court denied leave to amend the complaint by order entered on February 15, 2024**.**

D. Trial

The case was tried to the court over three days in February 2024. In their case, the Eneys called as lay witnesses the Bruzdzinskis, Mr. Anderson, and Mr. Eney and as expert witnesses Mr. Dietz, Mr. Leininger, and John Lemmerman, a surveyor engaged and then fired by Dr. Classen. (Mr. Dietz and Mr. Lemmerman also testified as lay witnesses with respect to their interactions with Dr. Classen, among other matters.) Dr. Classen testified in his own case and did not call any other witnesses. The Eneys recalled Mr. Leininger in rebuttal.[3]

Ms. Bruzdzinski testified that, when she entered into the 2005 Agreement with the Andersons and Carol Steiner, she understood it to provide access to the Eney Property on the southern path of the Driveway. Prior to 1993, the Driveway was in poor condition – "rutted out" and "tended to get muddy." Mr. Steiner added millings to improve its condition. Ms. Bruzdzinski testified that, since then, she and her husband also had put down millings, and her husband had graded the Driveway using his tractor.

Mr. Bruzdzinski estimated that the Driveway was ten to twelve feet wide and agreed that his deed described the boundary line between the Bruzdzinski property and the Anderson Property as straddling the southern path of the Driveway for eighty-eight feet.

[3] Much of the trial testimony was relevant solely to the Eneys' claim of a prescriptive easement. Because we do not reach that issue, we omit discussion of that testimony.

Mr. Anderson testified that the eastern path of the Driveway is wooded over and had not been used since at least 1997. He piled wood and refuse on the eastern path "since it was not in use[.]" He only ever had observed Dr. Classen use the southern path to access his property.

The three expert witnesses agreed that the legal descriptions in the 1985 deeds that subdivided the land and created the Eney and Classen Properties were defective and, as a result, the deeds did not close. The accepted practice for addressing a failure of closure is proration, which is a method to distribute the gap in the deeds in proportion to known monuments and measurements for each property, while honoring the intent of the grantors.

Applying this method while working for the Bayers in 2008, Mr. Dietz created a boundary survey ("the 2008 Boundary Survey") that established the eastern corner of the Eney Property by locating two monuments called for in the deeds on the ground – one at the southwestern corner of the Eney Property and one along the southeastern boundary of the Classen Property – and prorating the measurement in the deeds between those monuments to establish the boundary point between them. He then ran the property line northwest from that point to the center of the gravel drive and then following that center line until it terminated at the boundary of the Anderson and Bruzdzinski Properties. In this way, the boundary conformed to the legal descriptions of the Eney Property and the Classen Property in their deeds, which called the boundary to the center of the "shared private drive." Mr. Dietz testified that, during his field work, he observed no other road that could be the private drive described in the deed except the southern path of the Driveway.

Mr. Lemmerman testified that Dr. Classen hired him in February 2022 to conduct a partial boundary survey between the Classen Property and the Eney Property. He worked for about three weeks on the project but "never completed [his] professional opinion on the boundary" because Dr. Classen disagreed with his preliminary assessment that the property line ran through the center of the southern path of the Driveway.

Mr. Leininger was engaged by the Eneys to offer opinions at trial. He reviewed the work by Mr. Dietz and Mr. Lemmerman and conducted a title investigation. He opined that the easement was poorly described in the 1912 Deed. This was not unusual in ancient deeds and such easements become "fixed over time" by "[u]sage."

Mr. Leininger further opined that he agreed with Mr. Dietz's conclusion that the deeds did not close. He explained that the first step in remedying a defect of closure is to "focus on the monuments" that can be "found on the ground[.]" This is what Mr. Dietz had done in 2008 and Mr. Leininger agreed with his conclusions in the 2008 Boundary Survey.

Dr. Classen testified that before he purchased his property, he walked the perimeter with David Steiner. Mr. Steiner said he "owned both sides of the [D]riveway." Since 2007 when he purchased his property, Dr. Classen only had used the southern path of the Driveway to access it, crossing the disputed area and then onto the area solely on the Eney Property, before reaching his property. He did so because it was the more "well[] beaten path[.]"

In March 2008, Dr. Classen received a call from Mr. Bayer. Mr. Bayer advised that he had a survey done and they had "a problem." According to Dr. Classen, in an ensuing

discussion, Mr. Bayer asked Dr. Classen to consent to changing his deed to enlarge the Eney Property. Dr. Classen refused and told Mr. Bayer that he could not use the Driveway to access his property based upon his position that he owned the land on either side of the disputed area. According to Dr. Classen, Mr. Bayer responded that he had another means of access to his land from Gunpowder Road.

Later, the Bayers and Dr. Classen attempted to negotiate for Dr. Classen to buy them out and place the recombined Classen and Eney Properties in a conservation easement. After Baltimore County rejected their application, Dr. Classen blocked the disputed area with a cable until the Baltimore County Police Department ordered him to remove it.

When the Bayers began advertising the Eney Property for sale, Dr. Classen was "livid" because he knew they had an "access problem," and he believed they were defrauding potential buyers.

On cross-examination, Dr. Classen acknowledged having written an email to the Baltimore County Department of Planning that stated that he and the Bayers used the same "shared driveway to Rockdale Road" to access their properties.

At the close of all the evidence, Dr. Classen dismissed his counterclaim for conversion. The court denied Dr. Classen's renewed motion for summary judgment and granted judgment in favor of the Eneys on the counterclaim for private nuisance.

In lieu of closing arguments, the parties submitted proposed findings of fact and conclusions of law.

E. The Court's Ruling

On July 1, 2024, the court issued its opinion and order. As pertinent, the court found that there was an error of closure in the deeds for the Eney Property and the Classen Property and that the disputed area fell "within the undetermined boundary line" leaving the parties' respective rights to use the Driveway "unsettled." The court found that, to close the gap, a new survey with proration was required.[4] After summarizing the expert testimony on this issue, as well as Dr. Classen's lay testimony about his boundary line, the court found the Eneys' evidence "to be overwhelmingly more convincing" than Dr. Classen's evidence. The court found that the 1912 Deed reserved an express easement for ingress and egress from Rockdale Road over the Driveway, which later was confirmed by the 2005 Agreement, and as established by survey and usage to mean the southern path. The court ordered that the boundary line between the Eney Property and the Classen Property was "prorated and reformed" to the 2008 Boundary Survey, which set the boundary line in the disputed area as running down the center of the Driveway. The court declared that the Eneys had "permanent rights of ingress and egress to Rockdale Road over the existing gravel drive" and that their rights were in common with others, including Dr.

[4] In his reply brief, Dr. Classen argues that the circuit court found that a new survey would need to be conducted to correct the defect. We disagree. As we will explain, the court found and declared that the 2008 Boundary Survey was such a new survey.

Classen. The Eneys were authorized to record the declaratory judgment in the Land Records for Baltimore County to remove any cloud over their title.

In the alternative, the court declared that the Eneys had acquired an easement by prescription over the disputed area of the Driveway and entered judgment on that basis.

The court dismissed the Eneys' claim for injunctive relief and granted judgment in their favor on the sole remaining count of Dr. Classen's counterclaim for trespass.

This timely appeal followed.

STANDARD OF REVIEW

When an action has been tried to the court, we review "the case on both the law and the evidence" and "will not set aside the judgment of the trial court on the evidence unless clearly erroneous, . . . giv[ing] due regard to the opportunity of the trial court to judge the credibility of the witnesses." Md. Rule 8-131(c).

DISCUSSION

I.

Mandatory Joinder

Dr. Classen contends the Eneys failed to join Ms. Anderson, a necessary party, and that the remedy for this failure is dismissal of their claims. The Eneys respond that the Andersons and the Bruzdzinskis were not necessary parties and, even if they were, Ms. Anderson, like her husband and the Bruzdzinskis, falls within an exception to joinder.

The failure to join necessary parties is a defect in the proceeding that cannot be waived and may be raised for the first time on appeal. *Mahan v. Mahan*, 320 Md. 262, 273

(1990). Maryland Code, § 3-405(a)(1) of the Courts and Judicial Proceedings Article states that, "[i]f declaratory relief is sought, a person who has or claims any interest which would be affected by the declaration, shall be made a party." *See also* Md. Rule 2-211(a) (requiring joinder of parties if "complete relief cannot be accorded among those already parties" or if "disposition of the action may impair or impede the person's ability to protect a claimed interest relating to the subject of the action"). Where declaratory relief is sought relative to an easement, generally all property owners abutting the easement are deemed necessary parties. *Rounds v. Md.-Nat'l Cap. Park & Plan. Comm'n*, 441 Md. 621, 648 (2015).

In this case, the Driveway begins at Rockdale Road, passes through the Bruzdzinski Property until it meets the boundary of the Anderson Property, where it straddles that property line for eighty-eight feet until it passes south into the Classen and Eney Properties. The Eneys sought declaratory relief only relative to their "use of the common private drive where it passes over [Dr. Classen's] land." They did not seek a declaration relative to the portion of the Driveway to the north that crosses the Bruzdzinski and Anderson Properties as there was no dispute as to their rightful use of that portion of the Driveway. Likewise, the trial court framed the issue in dispute as concerning the Eneys' use of "the part of the [D]riveway . . . [that] falls within the undetermined boundary line" between the Classen Property and the Eney Property. Because the Bruzdzinskis and the Andersons did not own land abutting the section of the easement in dispute, their rights were not implicated, and they were not necessary parties to this action.

Even if we agreed with Dr. Classen that these adjacent property owners were necessary parties, which we do not, we would nevertheless conclude that they fall within a well-recognized exception to the joinder rule. "'[P]ersons who are directly interested in a suit, and have knowledge of its pendency, and refuse or neglect to appear and avail themselves of their rights, are concluded by the proceedings as effectually as if they were named in the record.'" *City of Bowie v. MIE, Props., Inc*., 398 Md. 657, 703 (2007) (quoting *Bodnar v. Brinsfield*, 60 Md. App. 524, 532 (1984)). The controlling principle is "the non-joined party's *knowledge* of the litigation affecting its interest and its ability to join that litigation, but failure to do so." *Id.* at 704.

Here, as Dr. Classen concedes, because the Bruzdzinskis and Mr. Anderson testified as witnesses for the Eneys, they plainly had knowledge of the litigation and neglected to join it. Dr. Classen asserts that the same cannot be said of Ms. Anderson, who did not testify at trial. We disagree.

Mr. Anderson testified at trial that Ms. Anderson is his wife and that they have lived together on their property since 1997. At his deposition in this case, excerpts of which were part of the record on summary judgment, Mr. Anderson was asked if he had "discussed the potential subject matters of today's deposition with anybody[.]" He responded, "[j]ust my wife." The subject matters of the deposition were the easement, the 2005 Agreement, and the Eneys' rights to use the easement. Mr. Anderson's testimony that he discussed those matters with his wife was evidence establishing that Ms. Anderson had knowledge of the litigation and, like her husband, neglected to join.

II.

Limitations and Laches

Dr. Classen also contends the Eneys claims are barred by the three-year statute of limitations or, alternatively, under the doctrine of laches. Both contentions lack merit.

Whether declaratory relief is time-barred depends on the type of relief requested. *Murray v. Midland Funding, LLC*, 233 Md. App. 254, 261-63 (2017). "[A] simple declaration" of the rights of the parties has "no time bar at all[.]" *Id.* at 261. On the other hand, if a declaratory judgment action seeks "ancillary remedies" other than a simple declaration, those remedies may be subject to either limitations or laches depending on whether the relief sought is legal or equitable. *Id*. at 262. This is so because "statutes of limitation are not controlling measures of equitable relief." *Ross v. State Bd. of Elections*, 387 Md. 649, 668 (2005) (cleaned up).

Here, the Eneys sought a simple declaration of their rights in the disputed area of the Driveway; to quiet title or, alternatively, a declaration that they and their predecessors had used the driveway for the prescriptive period; and injunctive relief. The claims seeking a declaration confirming the Eneys' rights, quieting title, and for injunctive relief were not subject to the statute of limitations. *See Dep't of Nat. Res. v. Welsh*, 308 Md. 54, 66 (1986) (explaining that actions to quiet title are actions in equity as the "primary relief" is "an equitable decree removing any cloud from the plaintiff's title"); *Ademiluyi v. Egbuono*, 466 Md. 80, 123 (2019) (explaining that an injunction is an equitable remedy). Because we

decline to address the court's alternative ruling on adverse possession, we need not determine for purposes of this opinion whether it was subject to limitations.[5]

The defense of laches also does not operate to bar the Eneys' claims. It '"applies where there is an unreasonable delay in the assertion of one party's rights and that delay results in prejudice to the opposing party.'" *Jones v. State*, 445 Md. 324, 339 (2015) (cleaned up) (quoting *State Ctr., LLC v. Lexington Charles Ltd. P'ship*, 438 Md. 451, 586 (2014)). Thus, a court must determine (1) when the claim became ripe, (2) whether the timeliness in raising the claim was reasonable under the circumstances, and (3) if the delay was unreasonable, whether it placed the opposing party '"in a less favorable position.'" *Id*. at 340 (cleaned up) (quoting *State Ctr*., 438 Md. at 586). "'[S]ince laches implies negligence in not asserting a right within a reasonable time after its discovery, a party must have had knowledge, or means of knowledge, of the facts which created his cause of action in order for him to be guilty of laches.'" *Greenfield v. Heckenbach*, 144 Md. App. 108, 141 n.11 (2002) (quoting *Parker v. Bd. of Election Supervisors*, 230 Md. 126, 131 (1962)). In other words, "laches cannot be imputed to a party who, through no fault of his or her own,

[5] We emphasize that, even if we had concluded that any of the Eneys' claims were subject to the general three-year statute of limitations, we still would reject Dr. Classen's argument that their claims accrued in 2008, more than twelve years before they took title. Under the discovery rule, the statute of limitations starts to run when a plaintiff '"gains knowledge sufficient to put [him or] her on inquiry. As of that date, [he or] she is charged with knowledge of facts that would have been disclosed by a reasonably diligent investigation."' *Bacon v. Arey*, 203 Md. App. 606, 652-53 (2012) (quoting *Bennett v. Baskin & Sears*, 77 Md. App. 56, 67 (1988)). Here, the Eneys were not placed on inquiry notice until, at the earliest, they took title to their property. They filed suit less than four months later, well within the limitations period.

is ignorant of facts giving rise to a cause of action and has, as a consequence, failed to assert it." *Frederick Rd. Ltd. P'ship v. Brown & Sturm*, 360 Md. 76, 118 (2000).

On this record, laches did not bar the Eneys' claims as a matter of law. *Liddy v. Lamone*, 398 Md. 233, 245 (2007) (defense of laches involves a mixed question of fact and law). The Eneys could not have been aware of the facts giving rise to their causes of action until they took title to the property and learned that Dr. Classen disputed their right to use the Driveway. Upon learning of his position, the Eneys hired Mr. Leininger and quickly filed suit. There was no delay, much less an unreasonable delay, that could have prejudiced Dr. Classen.

III.

Express Easement

The circuit court ruled that the Eneys had an express easement for ingress and egress over the existing gravel drive derived from the 1912 Deed, *i.e.*, the southern path of the Driveway. An easement is a "non-possessory interest in the real property of another that can arise either by express grant or implication." *Emerald Hills Homeowners' Ass'n, Inc. v. Peters*, 446 Md. 155, 162 (2016) (cleaned up). "It is a species of 'servitude[,]'" permitting a party to act on or to the detriment of another's property. *USA Cartage Leasing, LLC v. Baer*, 429 Md. 199, 207 (2012) (cleaned up). "In general, 'the terms "right of way" and "easement" are synonymous.'" *Anderson v. Great Bay Solar I, LLC*, 243 Md. App. 557, 601 (2019) (quoting *Chevy Chase Land Co. v. United States*, 355 Md. 110, 126 (1999)).

An express easement may be general or specific. *USA Cartage*, 429 Md. at 208. "An easement is reserved in specific terms when its location is easily discernible, such as from a metes and bounds description, a plat map, or a call." *Rogers v. P-M Hunter's Ridge, LLC*, 407 Md. 712, 731 (2009). "An easement is reserved in general terms[] when it is clear from the intentions of the parties that an easement has been created, but without a precise location." *Id*.

Here, the 1912 Deed reserved for Mr. Smith and his successors in title the right "to use the road as now located over and through the land and premises hereby granted and conveyed to the public road." It is undisputed that the 1912 Deed created an express easement and that it was reserved in general terms, making its location on the ground ambiguous. Consequently, the circuit court was permitted to "look to the surrounding circumstances, including subsequent agreements and conduct of parties, which may evidence the parties' intent." *Id*. at 732. The parties further agree that the 2005 Agreement was such a subsequent agreement.

Dr. Classen's contention on appeal is that the 2005 Agreement "clearly and unambiguously defines the . . . express easement along the eastern path." He bases this construction upon the description of the "existing road" in that agreement as "the 'stone and gravel drive' on lot 1 [the Bruzdzinski Property] and *also crossing a portion of lot 2* [the Anderson Property]" as shown on the Burgess Plat. (Emphasis added.) In his view, the use of the word "crossing" in reference to the drive only could mean the eastern path because the southern path "straddles" the shared property line between the Anderson

Property and the Bruzdzinski Property, it does not "cross" the Anderson Property. He asserts that the trial court erred by considering "extrinsic evidence" about the 2005 Agreement rather than relying solely upon its plain language.

We agree with the Eneys that Dr. Classen's argument misconstrues the applicable legal standards. The 2005 Agreement was one piece of extrinsic evidence that the court could consider in order to resolve the ambiguity in the 1912 Deed reserving the easement in general terms. The testimony from the Bruzdzinskis and Mr. Anderson, as well as from Mr. Eney and Dr. Classen, about their past conduct also was extrinsic evidence relevant to that inquiry.

In any event, we reject Dr. Classen's construction of the 2005 Agreement. As set out above, that agreement was entered into between Ms. Bruzdzinski, prior to her marriage; the Andersons; and Carol Steiner, who then owned the Eney Property. The purpose of the agreement was to confirm Carol Steiner's right to use an "existing road" that provided access "to and from" the Eney Property. The only existing road providing access to the Eney Property was the southern path of the Driveway. The eastern path only provides access to the Classen Property. To construe the 2005 Agreement as Dr. Classen suggests would be nonsensical. *See, e.g.*, *Ramlall v. MobilePro Corp.*, 202 Md. App. 20, 42 (2011) ("A contract should not be construed to produce a result that is absurd, . . . or contrary to the reasonable expectations of the parties.").

Because the 2005 Agreement, coupled with the undisputed evidence that the southern path of the Driveway was the only path in usage for as long as any of the witnesses

had lived on the properties abutting it, supported the Eneys' position that the easement granted in the 1912 Deed followed the southern path once it reached the Anderson Property and continued into the Eney and Classen Properties, the court did not err by so ruling.[6]

IV.

Easement by Prescription

The circuit court ruled, in the alternative, that the Eneys acquired an easement by prescription over the disputed area of the Driveway. Because we affirm the court's ruling that an express easement for ingress and egress was conveyed to the Eneys that includes the disputed area and quieting title, we need not reach the court's alternative ruling.

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE COUNTY AFFIRMED. COSTS TO BE PAID BY THE APPELLANT.

[6] The Eneys argue in their brief that the circuit court's unchallenged ruling that the boundary line between the Classen Property and the Eney Property runs down the center of the southern path of the Driveway until the Driveway crosses into the Eney Property establishes that the 1985 Deeds created an implied easement by reservation over the shared private drive. *See Layman v. Gnegy*, 26 Md. App. 114, 117 (1975) ("Maryland has long followed the majority rule that where a street or other way is called for as a boundary and the grantor owns the fee in the street, the grantee gets a right of way by implication to the nearest public road.").

The Eneys did not plead a claim for an implied easement by reservation, raising that argument for the first time on summary judgment. Thereafter, the Eneys unsuccessfully moved for leave to amend their complaint to add such a claim. Given this procedural posture, we conclude that this claim is not properly before us for decision, and we decline to consider it.