

Editor and Manager,

PETITION FOR
RECLASSIFICATION
2nd DISTRICT
ZONING FROM R-20 TO R-10
LOCATION: Beginning 132.94
feet from the North side of
Baltimore Road and Brattle
Road.
DATE & TIME: MONDAY,
OCTOBER 2, 1967 at 10:00 A.M.
PUBLIC HEARING: Room
118, County Office Building, 111
W. Chesapeake Avenue, Town-
ship, Maryland.
The Zoning Commissioner of
Baltimore County will hold a
public hearing.
Present Zoning: R-20
Proposed Zoning: R-10
All that parcel of land in
the Second District of Balti-
more County.
Beginning for the same at the
point formed by the intersection
of the northern outline of that
parcel of land shown on a plat
entitled "Section Three, Laydon
Park" recorded among the Land
Records of Baltimore County in
Plat Book R. R. C. 29,
page 78 and the center line of
Baltimore Road as shown on
said plat, said point of begin-
ning being located 132.94 feet
as measured northerly along
said center line of Baltimore
Road from its intersection with
the center line of Brattle Road,
running thence and thence in a
part of the Northern outline of
said plat: (1) N 88 degrees
18' 20" E - 145 feet, thence
(2) N 62 degrees 59' 50" W -
164.04 feet to the property
owned by the State of Mary-
land and known as the Mt. Wil-
son State Sanatorium, and thence
intersect the eighth line of Bal-
timore County Zoning Descrip-
tion 2-120-12, thence binding
on said State property and re-
versely on said Zoning Descrip-
tion, the two following courses
and distances: (3) S 85 de-
grees 41' 20" W - 1127.19
feet and (4) S 34 degrees 28'
20" W - 830 feet, more or less,
to the end of the sixth line of
said Zoning Description, thence
binding reversely on a part of
the sixth line of said Zoning
Description (5) southeasterly,
255 feet, more or less, thence
(6) S 61 degrees 01' 10" W -
85 feet, more or less, to a point
located N 01 degrees 01' 50"
W - 723 feet from the north-
ern outline of said plat, thence
parallel to said northern
outline, (7) N 38 degrees 58'
20" E - 983.25 feet, thence
(8) S 01 degrees 01' 10" E,
passing over a point located
N 88 degrees 58' 50" E - 259
feet from the east side of a
dwelling there situated, in situ,
723 feet to intersect the
northern outline of said plat,
thence binding on part of said
outline, (9) N 88 degrees 58'
50" E - 720 feet, more or less,
to the place of beginning.
Containing 50.3 acres of land,
more or less.
Being the property of Anton
Farm East, Inc. (Contract Par-
chaser) as shown on plat
plan filed with the Zoning De-
partment.
Hearing Date: Monday, Oc-
tober 2, 1967 at 10:00 A.M.,
Public Hearing: Room 118,
County Office Building, 111 W.
Chesapeake Avenue, Town-
ship, Md.
BY ORDER OF
JOHN G. ROSE,
ZONING COMMISSIONER
OF BALTIMORE COUNTY
Sept. 14.

OFFICE OF
THE BALTIMORE COUNTY
THE COMMUNITY NEWS
Pawcatuck, Md.
THE HERALD - ARGUS
Catonville, Md.
No. 1 Newburg Avenue
CATONVILLE, MD.
September 18, 1967.

THIS IS TO CERTIFY, that the annexed advertisement of
John G. Rose, Zoning Commissioner of
Baltimore County
was inserted in THE BALTIMORE COUNTYAN, a group of
three weekly newspapers published in Baltimore County, Mary-
land, once a week for one ~~announcements~~ week before
the 18th day of September, 1967, that is to say
the same was inserted in the issues of
Sept. 14, 1967.

THE BALTIMORE COUNTYAN

By Paul J. Morgan
Editor and Manager
A.M.

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BY ORDER OF
JOHN G. ROSE,
ZONING COMMISSIONER
OF BALTIMORE COUNTY
Sept. 14.

CERTIFICATE OF PUBLICATION

TOWSON, MD. Sept. 14 19 67
THIS IS TO CERTIFY, that the annexed advertisement was
published in THE JEFFERSONIAN, a weekly newspaper printed
and published in Towson, Baltimore County, Md., once in each
of one time ~~announcements~~ week before the 2nd
day of October, 19 67, the first publication
appearing on the 14th day of September
19 67.

THE JEFFERSONIAN
L. Frank Smith
Manager

Cost of Advertisement, \$

CERTIFICATE OF POSTING

ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 2ND Date of Posting Sept. 15, 1967
Posted for: Reclassification from R-20 to R-10
Petitioner: Anton Farm East, Inc.
Location of property: 132.94 feet from N. side of Baltimore Rd. & Brattle Rd.
Location of Signs: Signs placed at intersection of Baltimore Rd. & Brattle Rd.
Remarks: 2 signs
Posted by: J. Rose
Date of return: Sept. 21, 1967

TELEPHONE 823-3000 EXT. 387
INVOICE
BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE
Division of Collection and Receipts
COURT HOUSE
TOWSON, MARYLAND 21204
No. 48497
DAY: Sept. 28, 1967
To: Anton Farm East, Inc.,
543 Midway Hill Road
Pikesville, Md. 21083
Zoning Dept. of Balto. Co.
REPORT TO ACCOUNT NO. 05-622
QUANTITY: 1
Advertising and posting of property
48-75-2
TOTAL AMOUNT: 873.90
73.50
CHECKS PAYABLE TO BALTIMORE COUNTY, MARYLAND
NOTATION & RECEIPTS, COURT HOUSE, TOWSON

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204
SUBJECT: Reclassification from R-20 to an
R-10 zone, for Anton Farm East,
Inc., located on the East side of
Winadon Road 192' North of Brattle
Road,
2nd District
(Item 4, August 29, 1967)
Dear Mr. Koren:
The Zoning Advisory Committee has reviewed the subject petition and has the
following comments to offer:
BUREAU OF ENGINEERING:
Water - Existing 8" water in both Brattle and Scotts Level Roads.
Sewer - Existing 27" sanitary sewer along Deynes Falls
Adequacy of existing utilities to be determined by developer or his engineer.
Road - Montrose Avenue is to be developed as a minimum 30' road on a 50' R/W.
BOARD OF EDUCATION: The student yield for this tract as presently zoned R-20 would be
29 students for the 50.3 acres. If reclassified to R-10 the student yield would be
41 students for the 50.3 acres.
PLANNING DEPARTMENT: This bureau will review the subject petition and make any necessary
comments at a later date.
HEALTH DEPARTMENT: Since public water and sewer are available to the site, this
department will have no comment to offer.
TOWSON ADVISORY COMMITTEE: If the petition is granted, no occupancy may be made until
such time as plans have been submitted and approved and the property inspected for
compliance to the approved plan.
The above comments are not intended to indicate the appropriateness of the zoning
action requested, but to assure that all parties are made aware of plans or problems that
may have a bearing on this case. The Director and/or the Deputy Director of the Office
of Planning and Zoning will submit recommendations on the appropriateness of the requested
zoning 10 days before the Zoning Commissioner's hearing.
The following members had no comment to offer:
Bureau of Traffic Engineering
Bureau of Fire Prevention
State Roads Commission
Building Engineer
Industrial Development

Very truly yours,

John G. Rose, Principal
Zoning Technician

John G. Rose
Carlisle Brown-Bureau of Eng.
Nick Petrovich-Board of Education
Albert V. Cusack-Project Planning
Julius Messersmith-Health Department

#68-75-R
MAP
2-C
WESTCHEN
AREA
NW-B-G
R-10
OPTION TO PURCHASE REAL ESTATE
THIS OPTION, granted this 1st day of Aug., 1962,
by JAMES S. JULIAN, JR. and BETTIE T. JULIAN, his wife, whose
address is 511 N. Schroeder Street, Baltimore, Maryland, (here-
inafter called "Sellers") and FREEMAN MANUPELL, INC., a Maryland
Corporation with principal offices at 1111 Fidler Lane, Silver
Spring, Maryland, (hereinafter called "Buyers")

WITNESSETH:
FOR and in consideration of the sum of One
Dollars (\$1.00) to them in hand paid and of
the Agreement by Buyers to purchase from Sellers a tract con-
taining approximately 64.0129 acres in the Second Election District
of Baltimore County, Maryland, pursuant to an Agreement of Sale
of even date herewith, and other good and valuable considerations,
the Sellers grant unto the Buyers the option to purchase as an
entirety and not in parcels the remaining portion of the lands
(hereinafter called the "land") located in the Second Election
District of Baltimore County, which the Sellers acquired by deed,
dated October 15, 1943, and recorded among the Land Records of
Baltimore County in Liber R.J.S. No. 1393, folio 141, from Maryland
Trading Corporation, SAVING AND EXCEPTION THEREFROM, HOWEVER,
the mansion located on said lands and occupied by the Sellers as their
residence, and an area of approximately fifteen (15) acres to be
selected by the Sellers in one rectangular parcel about the said
mansion, leaving the quantity of land to be covered by this Option
as approximately 60 acres, at the price and upon the conditions
hereinafter set forth:
1. The purchase price shall be computed at the rate of
per acre or fraction
thereof of the gross area of the land, including the beds of all

EXHIBIT A TO AGREEMENT DATED FREEMAN, ET AL
AND ANTON FARM EAST, INC.

roads, streets and ways, whether or not dedicated to public use
and including areas subject to easement, if any, as delineated
by an outline survey to be made as hereinafter provided, which
purchase price as so computed (hereinafter called "the purchase
price"), shall be paid as follows:

- Ten per cent (10%) of the purchase price shall be
paid in cash by Buyers to the Sellers at the time
of the exercise of this option.
- Such sum which when added to said Ten per cent (10%)
paid at the time of the exercise of this option
shall equal twenty-nine per cent (29%) of the
purchase price shall be paid in cash at the time
of final closing of the sale.
- The balance of the purchase price shall be evidenced,
secured and paid in accordance with a first purchase
money mortgage (hereinafter called "the mortgage")
made upon the terms hereinafter set forth.

2. The mortgage shall be dated the date of final closing
of this sale and shall bear interest on the unpaid balances from
time to time at the rate of six per cent (6%) per annum, which
interest shall be payable in semi-annual installments. The
principal indebtedness secured by said mortgage shall be payable
in two (2) equal installments, the first of which shall fall
due one (1) year from the date of the mortgage, and the succeeding
installment shall fall due on the same day of the succeeding year
thereafter. In the event of any default in the payment of interest
or principal, or in the performance of any of the other terms of
said mortgage, the entire principal indebtedness, together with
interest thereon, shall, at the option of the holder of said
mortgage become due and payable forthwith. The mortgage shall
otherwise be in form attached as part hereof marked "Exhibit A."

3. This Option shall expire at noon on January 8, 1968 unless sooner terminated as hereinafter provided.

4. It is an express condition of this option that before the Buyers may exercise this option (a) there shall not have occurred any default on the Buyers' part under that certain Agreement of Sale of even date herewith for the purchase from the Sellers of the tract containing approximately 64.0129 acres of land adjacent on the South; (b) there shall not have occurred any default on the Mortgagees' part under the terms of that certain mortgage given to secure the balance of the purchase of said tract of approximately 64.0129 acres; (c) the Sellers shall have the right prior to the closing of the sale to reserve from the land a tract having an area not to exceed Fifteen (15) acres in one rectangular parcel about their mansion. Said reserved tract should have a depth of not less than Five Hundred (500') Feet from its southern boundary. The Buyers shall have developed their sub-division plan in such a way as to provide a road connecting with other roads of the sub-division which road shall abut the southern boundary line of the reserved tract and the Buyer shall have agreed to bear the Seller's costs of the said road and any walk ways and utilities installed within the right-of-way lines thereof for a distance not to exceed Five Hundred (500') Feet.

5. The Buyers shall exercise this option by written notice to the Sellers in the manner provided in paragraph 17 hereof accompanied by Buyers' check to the order of Sellers in the amount of Ten Per Cent (10%) of the purchase price computed as provided in paragraph 1 hereof.

6. The Sellers reserve for the benefit of the land retained by the Sellers the right of ingress and egress over any and all streets, roads, avenues, alleys and lanes which may be established by the Buyers on any lands of the Sellers purchased by the Buyers hereunder and if the Buyers shall fail to establish such streets, roads, avenues, alleys and lanes, then over a prolongation of any now existing or hereafter constructed streets, roads, avenues, lanes and alleys which may lead to the lands purchased by the Buyers under

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the entire tract sold hereunder. Said survey shall be made by a registered surveyor approved by Sellers, which approval Sellers shall not arbitrarily withhold.

15. Sellers recognize A. P. Feeney as the Agent negotiating this Contract and agree to pay commissions for services rendered amounting to Six Per Cent (6%) of all sums received by Sellers on account of the purchase price hereunder as and when the same shall be received by Sellers.

16. The principals to this Contract mutually agree that it shall be binding upon them, their and each of their respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written not herein contained. This Contract has been executed in quadruplicate.

17. No notice hereunder shall be sufficient unless in writing sent by registered mail to the opposite parties at their addresses as shown in the heading hereof. Either party may change their place of notice by giving notice as provided in this paragraph.

18. Buyers may assign their rights under this agreement to a corporation organized for the purpose of subdividing and developing the land sold and upon completion of such assignment and the acceptance by said corporation of the obligations of Buyers hereunder and notice thereof to Sellers in the manner provided in paragraph 17 hereof, Buyers shall be relieved of further personal liability hereunder.

19. This sale is made subject to Sellers' right-of-way across the land sold for unimpeded ingress and egress to and

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this option. The Buyers covenant and agree that any streets, roads, avenues, lanes and alleys which they may establish on the lands purchased from the Sellers hereunder shall be so located as to permit the exercise of this right of ingress and egress. The Sellers further reserve the right for the benefit of the land retained by them to install or have installed sewers, water lines and other utilities through, in, under and across any such roads, streets, avenues, lanes and alleys or rights-of-way or any reservations therefor which may be established by Buyers; provided, however, that the Sellers agree that they will, upon written request, release such reserved rights of any such streets, roads, avenues, lanes, alleys or reservations which may be conveyed in fee simple to Baltimore County or other governmental body.

The aforesaid rights so reserved by Sellers shall survive the closing and shall be incorporated in the Deeds.

7. All notices of violation of municipal orders or requirements noted or issued by any department of the State of Maryland or of Baltimore County, or actions in any court on account thereof, against or affecting the property at the date of settlement of this contract, shall be complied with by the Sellers, and the property conveyed free thereof. Said premises are sold subject to the following:

(a) Any state of facts on accurate survey would reveal, provided same do not render title unmarketable as herein provided;

(b) Covenants and restrictions of record, provided the same are not violated by present improvements on the premises;

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from their residence and Winans Road by means of Sellers' existing entrance lane. Sellers will permit Buyers from time to time to relocate said right-of-way upon condition that the same is done without cost to Sellers in such manner as to afford Sellers at all times uninterrupted passage over a hard surfaced road to and from Sellers' residence and a paved County Road. Upon condition that Buyers fully perform their undertakings under this paragraph 15, Sellers will surrender their said right-of-way upon request and at the expense of Buyers at any time when Sellers' said entrance lane is permanently connected to a paved County Road at the boundary of Sellers' remaining land.

20. In the event that the mortgage referred to in paragraph 1 hereof shall be foreclosed, all rights of the Buyers hereunder, its successors and assigns, shall thereupon terminate and become null and void.

IN WITNESS WHEREOF, Buyers have signed and sealed this Agreement this 1st day of , 1962.

ATTEST:
James S. Julian, Jr.
By *Bettie T. Julian*
AND Sellers have accepted the same this 1st day of , 1962.

WITNESS AS TO BOTH:

James S. Julian, Jr. (SEAL)
Bettie T. Julian (SEAL)

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(c) Licenses and easements, if any, of public record.

In the event that such survey or title examination shall reveal any state of facts which would keep the land from having improvements placed thereon in the nature of individual homes or apartments, the Buyers may prior to closing rescind this contract and all deposits previously made shall be refunded to them.

8. Settlement is to be made at the office of the Title Company searching the title, and deposit with the Sellers of the cash payment as aforesaid, the deed of Conveyance and such other papers as are required by the terms of the contract shall be deemed and construed as a good and sufficient tender of performance of the terms hereof.

9. Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of settlement hereunder. Taxes, general and special are to be adjusted according to the Certificate of Taxes as issued by the Collector of Taxes of the State of Maryland, except that assessments for improvements completed prior to the date of settlement hereunder, whether assessments therefor have been levied or not, shall be paid by the Sellers or allowance made therefor at the time of said settlement.

10. The Sellers agree to convey the subject property with special warranty deed, which deed with necessary federal revenue stamps shall be prepared and obtained at the expense of the Sellers. Examination of title, title insurance, tax certificate, cost of survey, if any, conveyancing, notary fees, state revenue stamps, if any, and all recording charges, including those for purchase money mortgage, if any, are to be at the cost of the Buyers; provided, however, that if upon examination the title should be found defective, and is not removed or hereinafter provided, the Sellers hereby agree, to pay, the cost of the examination of title. In the event legal steps are necessary to perfect title, such action must be taken promptly by Sellers and at the Sellers' expense, whereupon the time herein specified for full settlement by the Buyers will thereby be extended for the period necessary

THIS AGREEMENT, made this 29th day of November, 1965, by and between FREDERICK A. FREEMAN and MELVIN H. MANDELL, Co-Partners, 1111 Midler Lane, Silver Spring, Maryland, parties of the first part, hereinafter referred to as "Assignors" and NATHAN FARMS EAST, INC., a body corporate of the State of Maryland, 843 Milford Hill Road, Pikesville, Maryland 21208, party of the second part, hereinafter referred to as "Assignee."

WITNESSETH

WHEREAS, the Assignors are the holders of an Option to purchase certain real property which Option was granted on August 1, 1962 by James S. Julian, Jr. and Bettie T. Julian, his wife, to Freeman-Mandell, Inc., Assignors' predecessor, said real property consisting of approximately fifty-seven (57) to sixty (60) acres of unimproved ground located in the Second Election District of Baltimore County, Maryland, the exact area to be determined by survey, being the remaining property which was acquired by Sellers on October 15, 1943 and recorded among the land records of Baltimore County in Liber R.J.S. No. 1313, folio 141, from Maryland Trading Corporation (which they owned on August 1, 1962), saving and excepting therefrom, however, the mansion located on said lands and occupied by said James S. Julian, Jr. and wife as their residence, and an area of approximately fifteen (15) acres to be selected by said James S. Julian, Jr. in one rectangular parcel about the said mansion, leaving the quantity of land to be covered by this Agreement an approximately fifty-seven (57) to sixty (60) acres, and

WHEREAS, it is the intention of the Assignors to sell unto the Assignee all of the former's right, title and interest in and to said Option, and

for such action; but, if such action will require more than thirty (30) days, the contract may be declared off and deposit returned forthwith at the Buyers' option.

Sellers represent that there are, to their knowledge and belief, no physical or other conditions on or affecting the property, other than zoning, which would keep it from having improvements placed thereon in the nature of individual homes or apartments.

11. Sellers make no representations concerning and assume no responsibility for the condition of the improvements on the land sold hereunder.

12. Sellers and the holders from time to time of the mortgage will cooperate in any reasonable way at Buyers' expense in reference to matters of zoning and subdivision, and will as owners or mortgagees sign all applications, plats and other papers necessary in connection with any of the applications for the same.

13. Final closing hereunder shall take place within ninety (90) days after notice by Buyers of their intention to exercise this option at a place and hour agreeable to the parties. The Sellers and Buyers are required and agree to make full settlement in accordance with the terms hereof. Sellers represent that the subject property is sold without tenancies thereon; and possession thereof is to be given the Buyers on the settlement date. If the Buyers, for any reason, except failure on the part of the Sellers to comply with their obligations hereunder, shall fail to make full settlement in accordance with the terms hereof, the deposit herein provided for shall be retained by the Sellers as liquidated damages, and the Buyers shall be relieved of further liability hereunder.

14. Buyers shall at their sole expense and as promptly thereafter as practicable cause an outline survey to be made of

WHEREAS, it is the intention and desire of the Assignee to acquire said Option, as aforesaid, upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the purchase price and other good and valuable consideration, the receipt of which is hereby acknowledged and the covenants and conditions herein contained and to be performed by the respective parties, the parties hereto mutually agree as follows:

1. The Assignors do hereby grant and assign unto the Assignee and the latter does hereby acquire from the former, all of the Assignors' right, title and interest in and to said Option to purchase the land described above and herein and accept all the obligations of said Option. Said Option agreement is, upon the execution of this agreement, to be deposited with Stanley H. Wilen, Escrow Agent, to be held by him until settlement.

2. The purchase price shall be computed on the basis of TWO HUNDRED SEVENTY THREE THOUSAND DOLLARS (\$273,000.00), less the price paid by the Assignee to Assignors' Optionor in connection with the exercise of the Option dated August 1, 1962 and subject to further adjustment as set forth below, of which FIFTY THOUSAND DOLLARS (\$50,000.00) have been, simultaneously with the execution of this Agreement, paid by the Assignee to Stanley H. Wilen, Escrow Agent, to be held by him in escrow until settlement. The aforementioned purchase price has been predicated upon the Assignee obtaining final written approval of a subdivision plan from the appropriate governmental authorities and the purchase price shall be adjusted, upwards or downwards, at the rate of Fifteen Hundred Dollars (\$1,500.00) per lot, based on whether the

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approved subdivision plan contains more or less than one hundred eighty-two (182) building lots.

3. Assignee shall be obligated to undertake the necessary architectural and development work as shall be necessary to obtain final written approval of the subdivision plan for the development of the land subject to the aforementioned Option dated August 1, 1962.

4. The purchase price as determined pursuant to the provisions of Paragraph 2 hereof, shall be payable in the following manner:

a. Upon the exercise of said Option by the Assignee, the Escrow Agent shall pay over to Assignors in cash a sum equal to ten per cent (10%) of the purchase price hereunder and to the Optionor a sum equal to ten per cent (10%) of the Option price. The Escrow Agent shall hold any balance in the escrow account for disbursement as set forth below.

b. At the time of final closing between Assignee and Optionor, Assignee will comply with all the further provisions of the aforementioned Option and will at the closing pay over to Assignors a sum which, when added to the monies paid to Assignors at the time of the exercise of said Option, shall equal twenty-nine per cent (29%) of the purchase price. Said payment shall be made to the Assignors by the Escrow Agent from the balance in the escrow account and the Assignee at the closing shall pay directly to the Assignors any additional sums required to meet the twenty-nine per cent (29%) requirement.

c. The balance of the purchase price due under the Option shall be evidenced, secured and paid by the Assignee in

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accordance with the terms of said Option and the balance of the purchase price hereunder for the assignment of said Option shall be evidenced and secured by the Assignee to the Assignors by a second mortgage on the property subject to said Option, subordinated only to a first purchase money mortgage issued to the Optionor, made upon terms and conditions similar to the said first purchase money mortgage set forth in the Option dated August 1, 1962, and otherwise in form attached as a part thereof marked "Exhibit A."

d. In the event that Optionor elects to waive the installment sale provisions of said Option dated August 1, 1962 and in place thereof accepts the full balance due in cash at the time of final closing of the sale thereunder then, and in such event, the balance of the purchase price hereunder for this assignment shall be paid in cash to Assignors simultaneously with the payment to Optionor.

e. In the further event that this Agreement is not consummated due to the failure on the part of the Assignee to exercise said Option and fulfill its terms, providing the failure to consummate the same is not due to any fault of the Assignors, the sum of fifty thousand dollars (\$50,000.00) shall be paid over to the Assignors as liquidated damages and the Escrow Agent shall return to the Assignors the Option dated August 1, 1962 assigned hereunder. The liquidated damages shall be paid by the Escrow Agent, to the extent available, from the balance in the escrow account and credit shall be given for all payments made hereunder by the Assignee to the Assignors. In the event these sums do not aggregate Fifty Thousand Dollars (\$50,000.00) the Assignee shall

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11. Assignors shall give notice to the Optionor of the assignment of the Option dated August 1, 1962 in accordance with the provisions of paragraphs 17 and 18 of said Option and Assignee hereby accepts the obligations of Assignors under said Option as required by paragraph 18 of said Option.

12. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the Assignors have set their hands and affixed their seals and the Assignee has caused its corporate name to be subscribed and its corporate seal to be affixed by its Vice-President, on the day and year first above written.

WITNESSES:

John A. Freeman Kenneth A. Freeman

Melvin H. Randall Melvin H. Randall

ASSIGNORS

ATTEST: Richard K. Kline by Richard K. Kline

ASSIGNER

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pay the difference to the Assignors. In the event that there be any dispute whatsoever with respect to the disposition of the funds held in escrow, the said Escrow Agent shall have the right to file an interpleader with the Circuit Court of Baltimore County to determine the disposition of the funds so held in escrow.

f. The Assignors represent and warrant that the said Option is assignable, that there are no restrictions in the right of the Assignors to assign said Option and that, except as set forth herein, there are no unsatisfied conditions precedent to the exercise of the said Option.

5. Settlement hereunder shall take place at the same place and hour as the settlement between the Optionor and Assignee, provided that a title company licensed to do business in the State of Maryland shall so certify the title to the land subject to the said Option in accordance with the pertinent provision of the Option. In the event that title to the property is not so certified within the prescribed time then, and in such event, the place and hour for settlement shall be extended for a period mutually agreeable to Optionor and Assignee.

6. The cost of any documentary stamp taxes and transfer tax, if any, applicable to the second mortgage referred to in paragraph 4c, shall be divided equally between Assignors and Assignee. The cost of recording the second mortgage shall be borne by Assignee. The cost of any documentary stamp taxes and transfer tax, if any, applicable to the deed from Optionor to Assignee, including those for purchase money mortgage, if any, shall be borne by Assignee, but in the event that any of these taxes are based on a consideration in excess of the purchase

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price specified in the Option, such taxes applicable to any such excess consideration shall be divided equally between Assignors and Assignee. The cost of recording the aforementioned deed and purchase money mortgage shall be borne by Assignee.

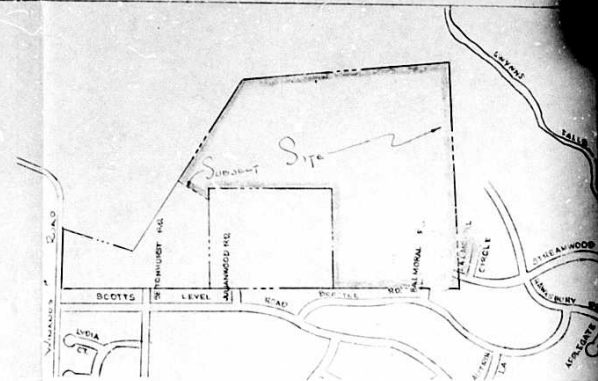
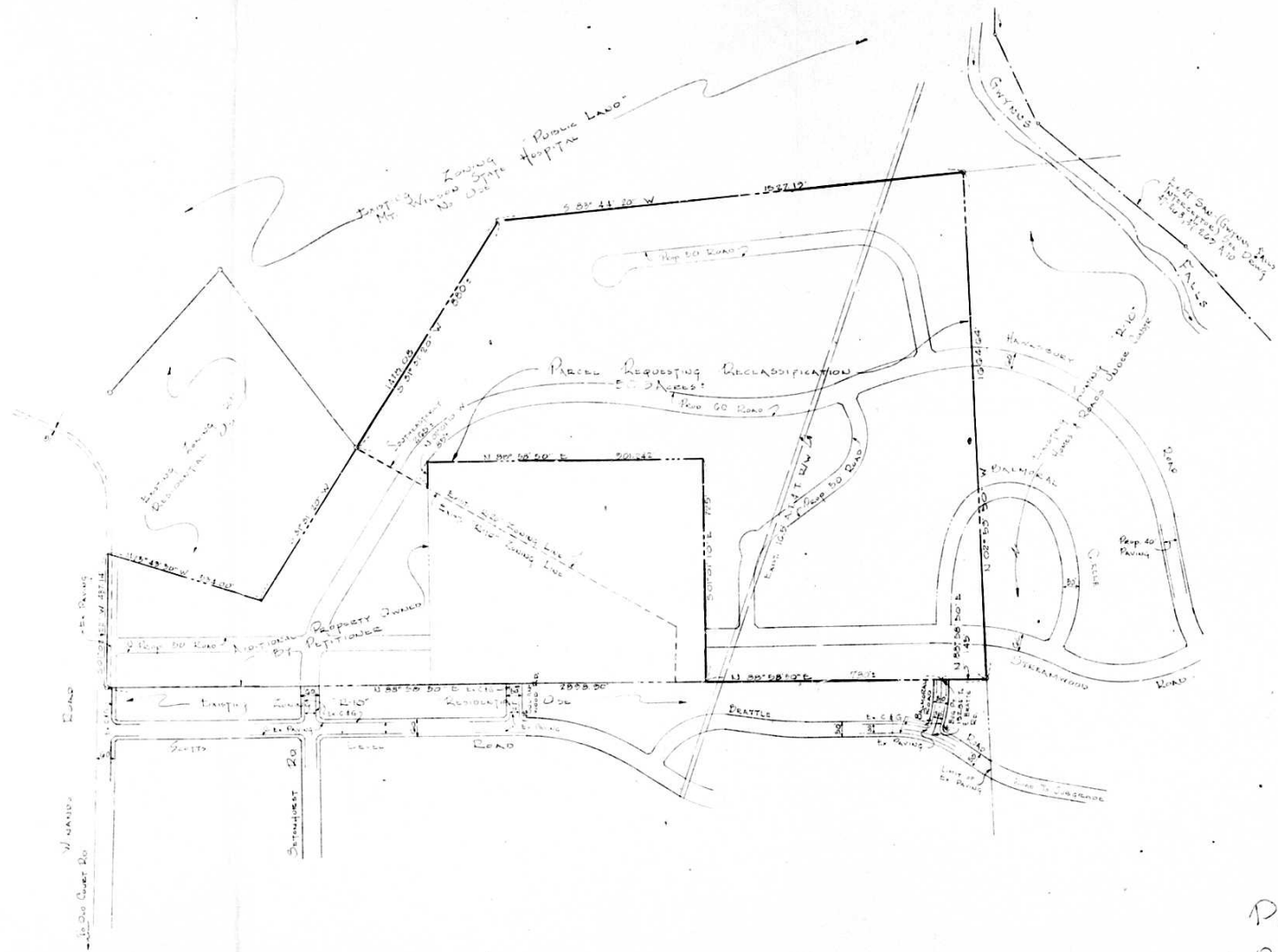
7. Assignor hereby agrees to pay commission on the sale to Hannah Tabor, Inc., Realtor in accordance with a separate agreement between Hannah Tabor, Inc. and Assignors of which Assignee has no knowledge and no responsibility.

8. This Agreement shall be deemed to constitute and set forth the entire understanding between the parties, and shall be construed in accordance with the laws of the State of Maryland. It shall not be terminated or amended orally.

9. This Agreement is subject to a right of first refusal granted by Assignors to a third party and performance by Assignors and Assignee shall be governed by the exercise or failure to exercise of said right of first refusal by the said third party. In the event of the exercise of said right of first refusal by the said third party, this Agreement shall be null and void as between the parties hereto and neither party shall have any claim against the other party. In such event the funds held in escrow shall be returned to the Assignee.

10. Notwithstanding anything herein to the contrary performance by Assignee is contingent upon the release at closing of a minimum of eighteen per cent (18%) of the land governed by the Option dated August 1, 1962 from any lien held by Optionor or Assignors in consideration for the deposits paid hereunder and under the said Option and neither party shall be obligated to perform this Agreement unless the approved subdivision plan, specified in paragraph 3, above, shall contain at least one hundred fifty (150) lots.

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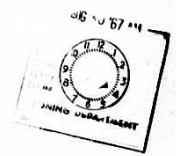


LOCATION PLAN
Scale 1"=100'

GENERAL NOTES

1. Total Area of Tract Equals 2.56 Acres
2. Area of Tract Requesting Reclassification Equals 0.56 Acres
3. Existing Zoning of Tract R-100 & R-200
4. Existing Use of Tract Residential & Auto Use
5. Proposed Zoning of Tract R-100
6. Proposed Use of Tract Residential Homes
7. Major & Minor Streets exist in All Streets Abutting the Subject Tract.

64-7512



PLAT TO ACCOMPANY PETITION
FOR
RECLASSIFICATION OF PROPERTY
VICINITY
BALMORAL ROAD & BRATTLE ROAD
ELECTION DISTRICT 8 BALTIMORE COUNTY, MD.
Aug. 10, 1967
Scale 1"=200'
Revised: Aug. 22, 1967

OFFICE COPY



MATZ, CHILDS & ASSOCIATES
1000 CROWMELL BRIDGE ROAD
BALTIMORE, MARYLAND 21204
DRAWN BY: TACED BY: CHECKED BY: DATE: 8-25-67

