

LIBER 783 PAGE 211

FEB -2-81 * 21522 *****436.00

FEB -2-81 A #21522J*****175.00

THIS DEED, made this ~~FEB~~ 30th day of January, 1981, by and between EUGENE A. LEATHERMAN, First Party, Grantor, and AUBREY M. SCHULTZ and ROGER L. SCHULTZ, Second Parties, Optionees, and JAMES R. MYERS, JR., Third Party, Grantee.

WHEREAS, by an unrecorded Option to Purchase, dated October 8, 1980, the First Party granted unto the Second Parties the right to purchase a certain parcel of land which is hereinafter described; and, FEB -2-81 A #21520J*****30.00

WHEREAS, by a subsequent unrecorded assignment dated January 23, 1981, the Second Parties have transferred all of their right, title, interest and estate in and to the said parcel of land, as hereinafter described, to the Third Party; and,

WHEREAS, the Second Parties were acting in this transaction individually and as Attorneys-in-fact for Earl W. Schultz, Jr.; Barbara R. Schultz; Iva Rae Schultz, Ruth E. Schultz; Carl L. Long and Linda L. Long by virtue of a Power of Attorney to them, dated September 3, 1969, and recorded among the Land Records of Carroll County in Liber 461, Folio 431, et. seq., and,

WHEREAS, the First Party is willing to unite with the Second Parties in these presents for the purpose of conveying unto the Third Party the full and complete legal, equitable title to the hereinafter described parcel of land.

WITNESSETH, that for and in consideration of the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantor and Optionees to hereby grant, convey and assign unto the said James R. Myers, Jr., his personal representative(s), heirs, successors and assigns all that lot or parcel of land situate on the South side of a mutual Right of Way on the following plat and on the North side of Quintal Drive, in the Seventh Election District of Carroll County, Maryland, and being

known and designated as Lot No. 12 on a plat entitled Revised Plat of Portion of "Washington Heights Medical Center", which plat is recorded among said Land Records in Plat Book No. 13, Folio 34.

BEING all and the same land conveyed unto Eugene A. Leatherman by deed of Aubrey M. Schultz, et. al, dated September 6, 1974, and recorded among the Land Records of Carroll County in Liber 578, Folio 150, et. seq.

TOGETHER with the buildings and improvements thereupon, if any, and the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining; and especially together with and subject to the right of ingress, egress and regress for the Grantee herein, his personal representatives, successors, tenants, business invitees, guests and assigns, to use in common with the owner or owners of the 23 other numbered parcels as shown on said Plat of "Washington Heights Medical Center", dated June 9, 1969, and recorded among said Land Records in Plat Book No. 10, Folio 41 and on the Revised Plat of Portion of "Washington Heights Medical Center", dated November 30, 1973, and recorded as aforesaid in Plat Book No. 13, Folio 34, all of the access drives, curbs, parking area and walkways as shown on said plats.

TO HAVE AND TO HOLD the above described lot of ground and premises, unto and to the proper use and benefit of the said James R. Myers, Jr., his personal representatives, heirs, successors and assigns, forever, in fee simple. SUBJECT, HOWEVER, to the following:

1. The rights of the owner or owners of the 23 other numbered parcels of said Washington Heights Medical Center and Revised Portion of Washington Heights Medical Center to use the access drives, curbs, parking areas and walkways as aforesaid.
2. An easement area 8 feet in width along and within the rear or southernmost line of said lot for the purpose of drainage and utilities.

3. The obligation to pay an equal 1/14th part during the development of Lots Nos. 1 to 14, and a 1/24th part after the development of Lots Nos. 15 to 24 of all necessary charges and expenses which shall from time to time accrue in paving, mending, repairing and replacing said access drives, curbs, parking area and walkways as shown on the aforesaid plats and the necessary charges for snow removal of such areas, except for initial construction.

4. This lot shall be restricted in use for professional offices only, the building line for which shall be as shown on the development plan of Washington Heights Medical Center approved by the City of Westminster and filed at City Hall, Westminster, Maryland.

5. The exterior plans for any construction of the lot herein described shall be first approved by Roger L. Schultz, individually, and as agent for the Optionees herein, or their assigns. The building permitted on this lot shall be a one-story building, twenty-nine (29) feet in depth and forty eight (48) feet in width, or such other size desired by the grantee if approved by the said Roger L. Schultz.

Inside dimensions will not include basement space used for unfinished storage only. Should the Optionees or Second Parties be denied the right of selling or improving any one or more lots as shown on said revised plat, because of building regulations or codes pertaining to required parking or density restrictions, the Grantee agrees to pay to the Second Parties within thirty (30) days after notification in writing from Second Parties that this event has occurred, an additional consideration for the within described parcel based upon the following formula:

The selling price of the last lot or lots sold just prior to the denial of the right to sell and develop a lot or lots as aforesaid, divided by 1105 (square feet) times any excess over 1105 (square feet inside overall dimensions).

Upon payment of the sum herein specified, Second Parties shall deed the fractional interest in and to the lot or lots they are denied the right to sell or improve to Grantee, representing the fractional interest therein paid for by Grantee under the formula.

6. Grantee shall construct an electrically heated sidewalk on above lot and to use the building to be constructed thereon for professional office use only.

7. Optionees have improved the common area of the remaining portion of Washington Heights Medical Center serving the above lot, with curbing, gutters, parking surfaces, lighting and utilities and warrant that electricity, telephone, water and sewer will be available to the Grantee, his personal representatives and assigns, at time of construction of building by Grantee, his personal representatives and assigns.

8. Subject to an easement for sewer line as set forth in a deed from J. Byrd Norris, Jr., et. al., to Mayor and Common Council of Westminster, dated May 13, 1935, and recorded among the said Land Records in Liber E.M.M., Jr., No. 162, Folio 201; as modified by an agreement between the Mayor and Common Council of Westminster, Eugene A. Leatherman, and Aubrey M. Schultz, and Roger L. Schultz, et. als., dated January 23, 1974, and recorded among said Land Records in Liber C.C.C. No. 563, Folio 32.

This lot is conveyed with the understanding that all owners of lots as shown on said plats shall be members of the Washington Heights Medical Center Owner's Association and subject to its Articles of Association and By-Laws.

And the said Grantor and Second Parties covenant that they have not done or suffered to be done any act, matter of thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS, the hands and seals of the said Parties hereto.

Witness:

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature] (SEAL)
EUGENE A. LEATHERMAN
[Handwritten Signature] (SEAL)
AUBREY M. SCHULTZ
[Handwritten Signature] (SEAL)
ROGER L. SCHULTZ

Attorneys-in-Fact for Earl W. Schultz, Jr., Barbara R. Schultz; Iva Rae Schultz; Ruth E. Schultz; Carl L. Long and Linda L. Long

[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature] (SEAL)
AUBREY M. SCHULTZ, Individually
[Handwritten Signature] (SEAL)
ROGER L. SCHULTZ, Individually

STATE OF MARYLAND: to wit:
COUNTY OF CARROLL:

I HEREBY CERTIFY that on this 30TH day of JANUARY, 1981, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Aubrey M. Schultz and Roger L. Schultz, Attorneys-in-Fact for Earl W. Schultz, Jr., and Barbara R. Schultz, his wife, Iva Rae Schultz, Ruth E. Schultz, and Carl L. Long, his wife, and Aubrey M. Schultz and Roger L.

CARROLL COUNTY CIRCUIT COURT (Land Records) LWS 783, p. 0215, MSA_CE56_771. Date available 04/05/2006. Printed 06/11/2019.

Schultz, individually, the within Grantors, and acknowledged
this deed to be their act and deed.

WITNESS my hand and Notarial Seal.



John H. Evans
Notary Public

My Commission Expires: *July 1, 1982*

STATE OF MARYLAND: to wit:
COUNTY OF CARROLL:

I HEREBY CERTIFY that on this *30th* day of January, 1981,
before me, the subscriber, a Notary Public of the State aforesaid,
personally appeared Eugene A. Leatherman, known to me (or satis-
factorily proven) to be the person whose name is subscribed to the
within instrument, and acknowledged that he executed the same for
the purposes herein contained, and in presence signed and sealed
the same.

IN WITNESS WHEREOF, I hereunto set my hand and Official
Seal.

J. B. [Signature]
Notary Public

My Commission Expires:
July 1, 1982

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
FEB 2 9 18 PM '81
[Signature]
LARRY STAPLEY
CLERK

I HEREBY CERTIFY *2nd* DAY OF
Feb 19 *81* THAT ALL PUBLIC TAXES
ASSESSMENTS AND CHARGES FOR THE CURRENT YEAR
AND ALL PRIOR YEARS ON THE PROPERTY DESCRIBED
HEREIN HAVE BEEN PAID.

Eugene C. [Signature]
COLLECTOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THE
PROPERTY CONVEYED BY THE WITHIN DEED WAS
TRANSFERRED ON THE COUNTY ASSESSMENT BOOK
THIS *2nd* DAY OF *Feb* 19 *81* AS
REQUIRED BY ART. 21 SEC. 10 OF THE CODE

Doris J. [Signature]
TRANSFER CLERK