

And subject to the reservations following, that is to say, that the right to use the water from the well located among the third line of the road herein described, is hereby reserved to the grantors, their successors and assigns for the use and benefit of the lot of ground lying immediately to the south of the said third line, with the right and privilege on the part of the said trustees, their successors and assigns to enter upon the lot of ground hereby conveyed, for the purpose of cleaning and repairing the said well and of making connections therewith so as to use the water of said well for all purposes necessary for the useful and beneficial enjoyment of said adjoining lot of ground.

Said sale is made subject to the following conditions;

1st. That if the roadway running along the fourth line of the property herein described and connecting with the road leading from Rocky Ridge to Thurmont shall be changed under the provisions of an agreement heretofore made between Robert Biggs and others and the Western Maryland Railroad Company (which agreement is duly recorded among the land records for Frederick County) The said James H. B. Ogle, his heirs and assigns are to have a convenient right of way across the land of the grantors lying on the east of the land now being sold so as to communicate with the new roadway which may be open under the terms of the said agreement, said right of way to be distinguished by said grantors their successors or assigns.

2nd. That in the deed to the said James H. B. Ogle, the said grantors shall insert a covenant that the land lying between the lot of ground now sold and the Western Maryland Railroad shall not, at any time, be used in such a way as to become a nuisance to the property hereby sold to the said Ogle the said restrictions to be so worded as not to prevent the use of the said adjoining land for the purpose of a general warehouse business.

And your trustees further report that subject to the restrictions, reservations and agreements here in before set forth, they sold the said lot of ground to the said James H. B. Ogle at and for the sum of Twenty-Seven Hundred Dollars (\$2700.00) he being at that price the highest and best bidder for said property. The terms of the said sale are as follows; The said Ogle is to pay for the said property in cash on the first day of April, nineteen hundred and ten, and he being the present tenant in the said property, is to pay the rental thereof until the said date.

And the said trustees further report that the property referred to in these proceedings, consists of a very large tract of land improved with dwellings located on different places thereon, some of which have been separated from the main tract of land by special descriptions and some of which have never been specially located; and that owing to the size of the property, your trustees are advised and believe that it would be practically impossible to find a purchaser for the said property as an entirety; that the offers made to your trustees and accepted by them subject to the ratification of this court as herein reported, are for portions of land which the purchasers thereof selected as being desirable for the purpose for which they were purchased; and that your trustees are advised and believe that a very much higher price had been obtained for the portion of land with the improvements thereon thus sold, than could be obtained if the properties had been offered as an entirety, or if your trustees had attempted to make arbitrary divisions which might not have been suitable for those who desired to make the purchasers. For these reasons your trustees felt that it was to the best interest of the estate represented by them that the sales herein reported should be made at private sale rather than at a public sale as prescribed by this decree.

Respectfully Submitted

Jacob Rohrback
Robert Biggs
Trustees.

State of Maryland,)
Frederick County,) Set:-

I hereby certify that on this 12th day of March 1910, before me the subscriber Clerk of the Circuit Court for Frederick County in Equity, personally appeared Robert Biggs one of the trustees in the foregoing report of sales and made oath in due form of law that the matters and facts set forth in the foregoing report of sales are true as therein set forth and that said sale was fairly made