

"EXHIBIT "A"

Ex. & Del. to Will F. Clabaugh

February 15, 1932

At the request of the parties the following agreement is received for record and recorded November 10, 1931 at 3:15 o'clock, P. M.

Test: Eli G. Haugh, Clerk

This agreement made this second day of November, 1931, by and between Will F. Clabaugh, Widower, party of the first part and Clarence E. Paine and Paul M. Birmingham, parties of the second part,

WHEREAS, the said Will F. Clabaugh owns a certain lot or parcel of land with improvements thereon, containing Eighteen Thousand, Seven Hundred and fifty feet, square feet, situated along the south side of the road leading from Frederick City Maryland, to the beginning of the road known as Ballenger Creek or Point of Rocks road in Frederick County Md., and the same real estate that was conveyed to said Will F. Clabaugh by Oliver B. Palmer and wife, by deed dated the 13th day of February, 1931, and of record in Liber 378, Folio 39 &c., one of the land records of said Frederick County.

And whereas, the said Will F. Clabaugh owns a second parcel of land or lot adjoining the one first above described, containing Seventy-five hundred square feet of land, and the same that was conveyed to him by Herbert D. Nusbaum and Helen V. Nusbaum, his wife, by deed dated this 2nd day of November, 1931, and since acknowledged and to be recorded among the land records of Frederick County Maryland, the description of which is set forth in said last mentioned deed.

And whereas, it has been agreed by the parties hereto that the parties of the second part shall improve the premises at once as a service station, (in which capacity the said property is now being used and operated), by building new pumps and adding two to those already now existing, and swinging present buildings around in line with pumps to make the premises more commodious, and to construct drive-ways on said premises, and have agreed that upon their failure to make all such improvements, they shall forfeit all rights under this Contract of Sale, and shall surrender up said premises and the possession thereof to said Clabaugh, and to vacate same in a peaceable manner.

FRANCIS PETROTT  
ATTORNEY AT LAW  
FREDERICK,  
MARYLAND