lot which are described and contained within the meets and bounds following that is to say Beginning at the intersection of Fayette and Eutaw streets at the Eastern Corner of Fayette street and at the Western Corner of Eutaw street and running Westward with the said Fayette street one hundred and fifty feet from thence Southward one hundred and fifty four feet to Goldsborough street from thence Eastward one hundred and fifty feet to Eutaw street aforesaid and from thence Northward one hundred and fifty four feet with eutaw street aforesaid to the place of Beginning the said before described Land being lots number One thousand and fifty five, one thousand and fifty four, and one moiety or half part of lot number one thousand and fifty three as marked and described on a Platt of the said land and lots which was thereafter to be Lodged and Recorded among the Records of Baltimore County. And Whereas the said Robert Goldsborough for a Valuable Consideration to him paid by the above named William Cooke did transfer and assign unto the said William Cooke and his heirs all his the said Robert Goldsborough right title and interest to the above recited Bond and lots of land therein mentioned and by that assignment authorized the said John Eager Howard to Execute a deed to the said William Cooke for the same And Whereas the said John Eager Howard at the time of entering into the above recited Bond agreed with the said Robert Goldsborough that a certain square or parcel of Ground delineated on a plot made by Cornelius Howard for the said John Eager Howard on or about the Twenty sixth day of February seventeen hundred and Eighty five and bounded on the West by Paca street on the east by Eutaw street on the North by Goldsborough street and on the south by Baltimore street and laid out by the said John Eager Howard as a public square should forever remain as a public Square and for no other use whatsoever Now This Indenture Witnesseth that the said John,

John Eager Howard in Consideration of the above recited premises and for the further Consideration of the sum of three hundred and twenty five pounds Current money to him in hand paid by the said William Cooke the receipt whereof is hereby Acknowledged Hath granted bargained and sold and by these presents doth grant bargain and sell unto the said William Cooke and his heirs All that the first above described piece or parcel of Ground or lots of land distinguished as aforesaid To have and to hold the said piece or parcel of Ground or lots of land first above mentioned and described unto the said William Cooke and his heirs to the use of the said William Cooke and his heirs and assigns forever. And the said John Eager Howard for himself his heirs Executors and administrators Doth hereby Covenant promise and agree to and with the said William Cooke his heirs and assigns in manner and form following that is to say that the Square or parcel of Ground described and appropriated for a public Square shall forever remain appropriated as a public Square and to no other use or purpose whatsoever and that the said John Eager Howard his heirs and assigns shall never convey the said Square to any other use or purpose whatever. And further that the said John Eager Howard his heirs and assigns will never execute any conveyance thereof to the Public or for the use of the Public but on this express condition, on the part of the public to wit, that no other public buildings shall ever be erected on any part of the said Public Square than one for the holding the General Assembly and for the meetings of the Executive of this State and for the use of such public officers as the State House in the City of Annapolis is appropriated by the Act of Assembly of this State passed at November Session seventeen hundred and sixty nine Entitled "An Act for emitting Bills of Credit and other purposes therein mentioned" and if the said Conditions be broken that thereupon the deed or conveyance shall be absolutely Void in Law or equity. And the said John Eager Howard doth further Covenant that he and his heirs will at any time hereafter Execute any further deed or deeds as