contained in said deed of Partition hereinbefore referred to, running with the land property or premises hereby intended to be conveyed, or which the said parties hereto of the first part are competent and able to assign and the reversion and reversions, remainder and remainders, rents issues and profits thereof. Saving reserving and excepting however out of the piece or parcel of land herein before firstly conveyed as follows, that is to say, First, saving and excepting all that piece or parcel of land or ground upon which is laid out sundry lots described by the following metes and bounds, courses and distances, to wit, Beginning for the same at a point in the north west side of a space left twenty five feet wide for a Road, which point of beginning is twenty five feet North twenty seven degrees and one half of a degree West from the Northernmost corner of the Patapsco Flour Mill thence bending on the Northwestern side of said Road, and on Lot number one hundred and sixty Eight. South Sixty two degrees and one half of a degree West ninety three feet nine inches to the Southernmost corner of Lot Number one hundred and Sixty Eight: thence South twenty seven degrees and three quarters of a degree West one hundred and thirteen feet, to the North side of the Patapsco Falls, thence bounding along the stone wall on the North side of the Patapsco Falls, nearly in the direction of the five following courses and distances North twenty one degrees West one hundred and sixteen feet two inches: North thirteen degrees and one quarter of a degree West seven feet eight inches: North ten degrees. West one hundred and sixty Eight feet. North two degrees and one quarter of a degree East forty feet. North thirteen degrees and one half of a degree East three hundred and seventeen feet to the South East corner of the Bridge over Patapsco Bridge, and to the South west side of the Baltimore and Frederick Town Turnpike road, thence running and bounding on the said Turnpike Road Southwardly until it intersects a line drawn North Sixty two degrees and one half of a degree East from the place of beginning. thence running said line so drawn, South Sixty two degrees and one half of a degree West Nineteen feet six inches to the place of beginning containing one acre, one rood and twenty three perches more or less. Secondly, saving and excepting all of Lot Number 153 (one hundred and fifty three) as designated on Ellicott's sale plat, herein before referred to, it being the same that was leased, or contracted to be leased, to William Kelley, Samuel Ellicott and others, which is described by the metes and bounds courses and distances following that is to say: Beginning at the South West corner of the small frame house now occupied as a Barber's Shop, and running thence binding upon the Road leading to the Rolling Mill North Eighty two degrees and one half of a degree East thirty two feet then North Eight degrees. West forty seven feet: then South Eighty two degrees and one half of a degree West thirty two feet then South Eight degrees East forty seven feet to the place of beginning: without including any water rights, heretofore enjoyed by the proprietors of the Mills (Thirdly, saving and excepting a small part of the said piece or parcel of land hereinbefore firstly conveyed upon which the Rolling Mill improvements now in part stand:) To Have and To Hold the pieces or parcels of land and premises herein before firstly and secondly described and hereby granted and conveyed or meant or mentioned and intended so to be and every part and parcel thereof, with the rights, privileges and appurtenances aforesaid (subject to the reservations and excepting above mentioned) unto the said Charles Carroll his heirs

and assigns to the only proper use and behoof of the said Charles Carroll his heirs and assigns forever, subject nevertheless to the stipulations & agreements hereinafter mentioned, that is to say: First. It is stipulated and agreed to by the parties to these presents, that a space twenty five feet wide on the North West side of the Patapsco Flour Mill shall forever hereafter be kept open as a Highway for Public use from the Baltimore and Frederick Town Turnpike Road, to intersect a road or street laid out twenty feet wide on Ellicott's sale plat aforesaid, parallel with the said Turnpike Road and about one hundred and thirteen feet and three inches Southwesterwardly therefrom. Secondly It is also understood and agreed to by the parties to these presents, that the proprietors of the Mansion of the late Jonathan Ellicott, and the Proprietors of the Mansion of the late George Ellicott, shall have the right to the present bridge over the head race of the Mills at the Road leading to the said Mansions; and also the right at all times hereafter whenever it may become necessary to repair said Bridge, or to erect a new Bridge across the said Race of the same dimensions and plan of the present bridge, and of its same height from the water free from any interruption or hindrance of the said party hereto of the second part or his heirs or assigns, and the said parties hereto of the first part, do covenant promise and agree with the said Charles Carroll, his heirs and assigns, in manner following that is to say, that the said parties hereto of the first part, the lands and premises above described and hereby conveyed or meant or mentioned, and intended so to be, with the rights, privileges, advantages and appurtenances aforesaid, subject to the reservations and excepting before mentioned) from and against themselves and all and every other person and persons legally or equitably, having claiming or to claim any Estate or interest therein, or right or title thereto, through by or under them, unto the said Charles Carroll his heirs and assigns, shall and will warrant and by these presents forever defend. And also that the said parties hereto of the first part, shall and will at any time or times hereafter at the reasonable request and proper cost and charge in the Law of the said Charles Carroll his heirs or assigns, do make, execute acknowledge and deliver, or cause and procure to be done, made, executed acknowledged and delivered all such further and other acts, deeds assurances and conveyances in the Law, as shall or may be reasonably advised or devised and required by the said Charles Carroll his heirs or assigns or his or their Counsel learned in the Law for the confirmation of these presents according to the purport true intent and meaning hereof. And this Indenture further witnesseth that the said parties hereto of the first part have constituted and appointed and do hereby constitute and appoint Robert Mickle of the City of Baltimore aforesaid, their attorney to appear for them, and in their name and as their act and deed, to acknowledge this Indenture before any person or persons legally authorized to take said acknowledgment in order that the said Indenture may be recorded according to Law. In Testimony Whereof the President and Directors of the Union Bank of Maryland aforesaid have caused their corporate Seal to be hereto annexed and John McGordon Esquire, President of said Bank, hath hereto subscribed his name and the above named Charles Carroll hath hereto subscribed his name and affixed his seal on the day and year first above written.

Signed, Sealed and delivered in J. M. Gordon President (Seal)