

THIS AGREEMENT is made this _____ day of _____, 2009 by and between Old Court, LLC, Kathy L. Shapiro, Sanford M. Shapiro, Joanne L. Smith and James Smith (hereinafter "Old Court Property Owners") and _____ [Community Associations] (the "Community").

RECITALS

- A. Old Court Property Owners are owners of approximately 49.____ acres of land located on Old Court Road (the "Property") shown on the _____ (the "Plan") attached hereto and made a part hereof as Exhibit A.
- B. The Community are the representatives of the homeowners in the vicinity of the Property.
- C. The Property is zoned DR-2 and the Old Court Property Owners desire to record among the Land Records of Baltimore County a record plat subdividing the Property into residential lots as allowed by said zoning.
- D. The Community opposes the recording of a record plat to the maximum extent allowed by applicable zoning.
- E. The Old Court Property Owners agree to reduce the number of lots to be approved by Baltimore County pursuant to the Development process in accordance with the applicable provisions of the Baltimore County Code and related regulations, all as shown on the Plan.
- F. The Community agrees to support approval and to urge and encourage each of their respective homeowner members to support approval by Baltimore County and not take any action to oppose and to urge and encourage each of their respective homeowner members not to take any action to oppose the approval of the Plan in accordance with the applicable provisions of the Baltimore County Code and related regulations so that a record plat based on the Plan may be reached among the Land Records of Baltimore County.

AGREEMENTS

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Old Court Property Owners will present to and seek all final and unappealable approvals of the Plan by Baltimore County in accordance with all applicable laws and related regulations so that a record plat based on the Plan and consistent therewith in all

material respects may be recorded among the Land Records of Baltimore County and all permits for development of the Property with improvements consistent with such record plat may be obtained upon request by the Old Court Property Owners (the "Approval").

2. The Community will support the Approval and urge and encourage each of their respective homeowner members to support the Approval and not take any action to oppose and to urge and encourage each of their respective homeowner members not to take any action to oppose the Approval.

3. The parties recognize that the Plan may be altered and/or amended during the course of obtaining Approval and that such alterations and/or amendments will be deemed to be consistent with the Plan and therefore approved by the Community, as long as the number of lots shown on the Plan do not exceed 47 lots, the Plan shows a planted buffer along Old Court Road of trees that are initially of at least _____ in height, all storm water management ponds shown on the Plan are screened.

4. Notwithstanding anything to the contrary contained herein, lot 19 shown on the Plan may be subdivided into three additional lots at any time in the future at the election of the owner of Lot 19 in said owner's sole and absolute discretion and the Community shall support and not oppose such subdivision and shall take all actions reasonably necessary to urge and encourage each of their respective homeowners to support and not oppose such subdivision.

5. The Plan does and shall state that: (i) all trees that are initially planted to buffer Old Court Road shall be at least _____, (ii) all storm water management ponds shall be buffered in a manner acceptable to Baltimore County, (iii) that all roads shall be at the minimum width allowed by Baltimore County, and (iv) all street lights will be pointed in a manner so that such lights do not shine on adjacent neighborhoods.

6. Old Court Property Owners will contribute \$25,000 to _____ to be applied by _____ for the erection of a new gate at the entrance to said _____.

7. The terms of this Agreement shall be binding upon the Old Court Property Owners as long as Approval is obtained by August 1, 2012.

8. This Agreement shall run with and be binding on the Property and any land that is a part of the Community and/or owned and/or controlled by the Community.

9. To the extent that any provisions of this Agreement shall be deemed to violate the Rule Against Perpetuities, it shall be deemed to expire 50 years from the date hereof.

10. Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by telefax with evidence of transmission and receipt or be certified mail, return receipt requested, first-class postage prepaid as follows:

to: Old Court, LLC, Kathy L. Shapiro, Sanford M. Shapiro, Joanne L. Smith and James Smith
c/o Kathy L. Shapiro
3219 Old Court Road
Baltimore, Maryland 21208

with a copy to: Jeffrey H. Scherr, Esquire
Kramon & Graham, P.A.
One South Street, Suite 2600
Baltimore, Maryland 21202
Facsimile: 410-539-1269

to: [Community Association]

with a copy to:

11. This Agreement may be executed in two or more counterparts; each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST/WITNESS:

OLD COURT, LLC

By: _____ (SEAL)
Name: **Kathy L. Shapiro, Authorized Member**

_____ (SEAL)
Kathy L. Shapiro

_____ (SEAL)
Sanford M. Shapiro

_____ (SEAL)
Joanne L. Smith,
by Jonathan Greenstein, Esquire, her Guardian

_____ (SEAL)
James Smith

ATTEST/WITNESS:

[COMMUNITY ASSOCIATION]

By: _____ (SEAL)
Name: _____