

**MEMORANDUM**

TO: Montgomery County Planning Board

FROM: Carol Rubin, Principal Counsel
301-495-4646

DATE: June 30, 2016

RE: Termination of Covenants ("Release") to Allow Development of Viva White Oak

Recommendations:

1. Authorize the Executive Director to sign the attached Termination of Covenants as a necessary step to clear title to land proposed for development as part of the Life Science Village (Viva White Oak) in a general development agreement between Montgomery County and Global Lifesci Development Corp. ("GLDC") as contemplated in the White Oak Science Gateway Master Plan; and
2. If Montgomery County files condemnation to extinguish the Covenants, provide approval for the Office of General Counsel to formally consent to such action without request for compensation.

Background: In 1956 and 1965, almost identical Declarations of Covenants ("Covenants") were recorded in the Montgomery County Land Records to impose development standards and restrictions on certain properties located in what is now the White Oak Science Gateway Master Plan area that, prior to adoption of that Master Plan were proposed for I-2 zoning. The parties to the Covenants created private restrictions that were more limiting than the zoning provided for the benefit of the surrounding community, specifically with respect to certain uses and development conditions. The specific restrictions include:

- Setbacks;
- Front yard green space;
- Land to building ratios;
- Off-street parking requirements;
- Off-street loading restrictions;
- Site and building plan approvals;
- Outside storage regulations;
- Sign standards;
- Performance standards for noise and odors;
- Prohibited uses; and
- Landscape requirements.

Now that the properties are zoned CR, such private development conditions and restrictions will be imposed through regulatory review and approvals.

Although the Covenants provided broad enforcement authority to owners of adjacent land; and approval of development plans to yet another group established as a Board of Trustees; a majority of the owners of the properties so restricted has the authority to revise the Covenants, including the right to terminate. Through title review and analysis conducted by Linowes and Blocher, they have concluded the most straightforward means of terminating the Covenant, with assurance of title coverage by Chicago Title Insurance, is signature of the Release by Montgomery County, GLDC, and M-NCPPC. Both the County and GLDC have already signed the Release.

I have reviewed the materials provided by GLDC, and I have no issue with the terms of the Release, nor with M-NCPPC signing the Release. The County Attorney's Office is recommending that the County file a friendly condemnation to release the Covenant, which is more of a "belt and suspenders" protection to assure that the restrictions will not delay or threaten the proposed development. If the County decides to do so, we would simply need to consent as a party of interest.

Termination of the Covenant is consistent with the development recommended in the White Oak Science Gateway Master Plan approved and adopted in 2014. And since the proposed development was formally vetted through the community as part of the Master Plan approval process after extensive public dialog, and the project details will be subject to regulatory review, GLDC does not see community opposition by using the Covenants as a risk. They are also comforted by the title insurance coverage. Further, a challenge using the Covenants as a tool would not be our fight. This action is by the Board's authority is as a land owner (Paint Branch Stream Valley Park) subject to the Covenants. The challenge to an approved development approval (Sketch, Preliminary and Site Plans) would be in the normal course of our defense of Board action on any of those plans, if that occurs.

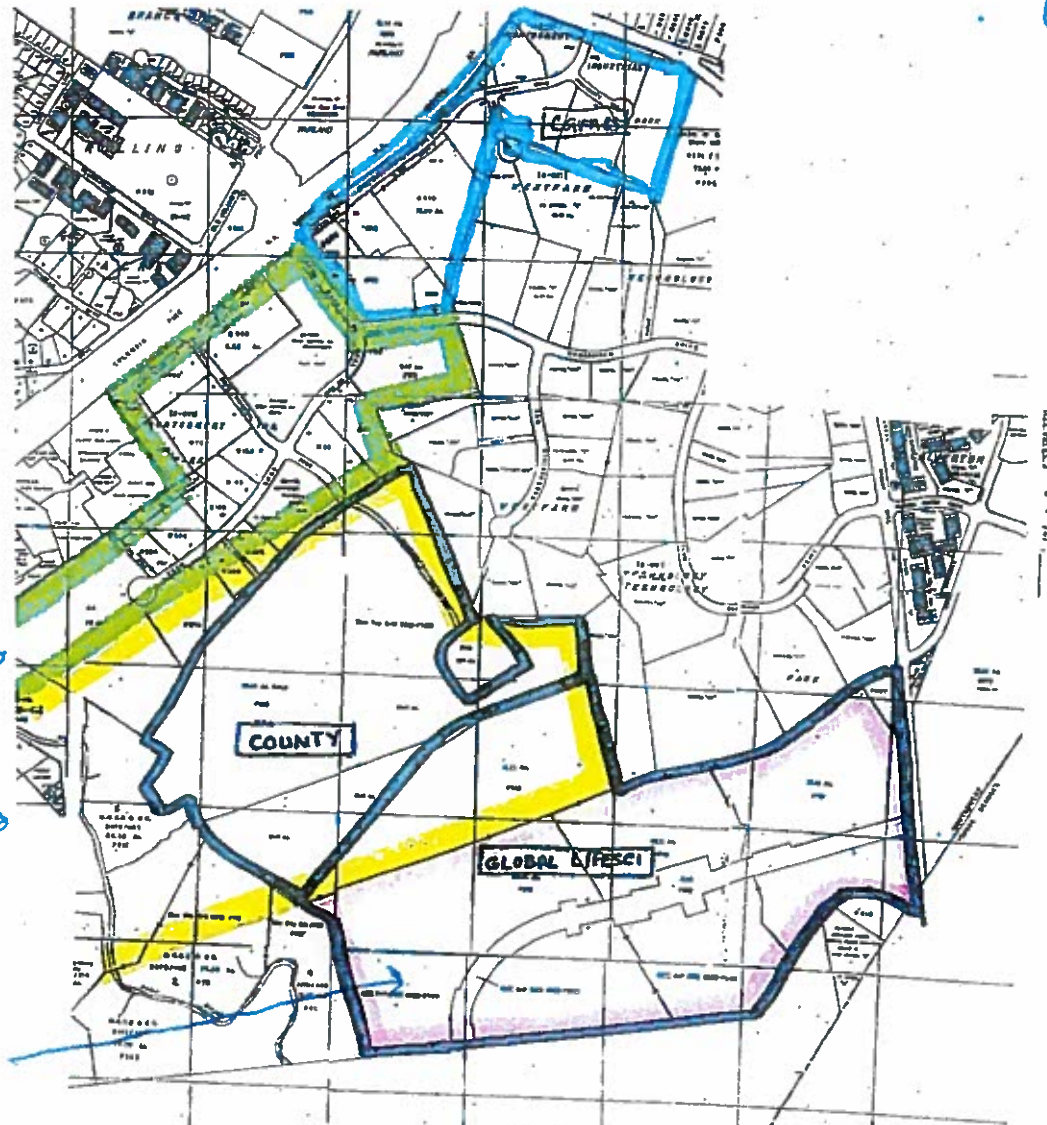
The Planning Board is authorized under Commission Practice 1-10 to act on behalf of M-NCPPC in this local matter since it provides that: "The Commission may delegate to the respective Planning Boards such powers and duties with respect to parks and park lands local in scope, as it may determine" And the Practice further provides: "Each Planning Board within the respective counties may exercise the powers of the Commission to acquire, develop, and operate property for a system of parks, pursuant to the approved capital budget of the respective counties..." However, the authority to sign the Release sits with the Executive Director.

Attachment A: Covenants with Drawings
Attachment B: Termination of Covenants

ATTACHMENT A

1956 & 1965
Covenants

(copied 2-sided)



#1 →
#2 →
#3

- #3 - 3425-181 (1965) Contee Sand & Gravel
- #2 - 2267-308 (1956) Contee Sand & Gravel
- #1 - 2267-219 (1956) Contee Sand & Gravel
- 2684-49 (1959) Francis S. Carnes

*Mailed to
Lanover - Blocher Office 8720 Gt. Ave. Sil. Sp. Rd. 12-17-65*

REK 3425 FEB 181

Recorded Oct. 20th, 1965-at-2:54 P.M.

THIS DECLARATION, made this 14th day of October, 1965 by CONTEE SAND AND GRAVEL COMPANY, INC., hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and for the benefit of adjacent properties and properties in the general neighborhood and each owner thereof and shall inure to the benefit of and pass with said hereafter described property of Grantor and each and every parcel thereof and shall also inure to the benefit of and pass with said adjacent properties and properties in the general neighborhood and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Contee Sand and Gravel Company, Inc., hereby declares that the real property described in and referred to in Clause I hereof, is and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth herein is located in the County of Montgomery, State of Maryland, and is more particularly described as follows, to wit:

Being part of the property of Contee Sand and Gravel Company located at White Oak, Montgomery County, Maryland, and being

1. All of that 33.673 acre tract as described in Liber 2300 at Folio 274
2. All of that 47.988 acre tract as described in Liber 2157 at Folio 181, and

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CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against any use which may depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; to control, through performance standards, the undesirable aspects of industrial operation; and in general to provide adequately for a high type and quality of improvement in said property; to insure that the use of each building site shall not affect adversely the General Plan for the physical development of the Maryland-Washington Regional District in Montgomery County, Maryland, as embodied in the Zoning Ordinance for said District and in any Master Plan or portion thereof adopted by the Maryland-National Capital Park and Planning Commission, and that such use will not effect adversely the health and safety of residents or workers in the area and will not be detrimental to the use or development of adjacent properties or the general neighborhood.

CLAUSE III

GENERAL RESTRICTIONS

1. SETRACKS

Front: (a) No building or other structure shall have a front setback less than 100 feet from the front right-of-way line of any publicly dedicated street or road. Except for necessary walks, drives and visitor parking which in no event shall be more than 40% of the front yard area, the front yard area shall be planted in grass or any suitable ground covering such as flowers, ornamental shrubs and trees.

Side: (b) No building or other structure shall have a side yard setback of less than 50 feet from the adjoining property line except buildings or structures located on corner sites shall have a side yard setback equal to the front yard requirements set forth in subsection A.

Rear: (c) No building or other structure shall have a rear yard setback of less than 50 feet.

2. LAND TO BUILDING RATIOS

(a) The total amount of land occupied for all principal and accessory buildings or structures shall not exceed 35% of the area of the lot.

(b) The total amount of floor space of all principal and accessory buildings shall not exceed 40% of the area of the lot.

3. OFF-STREET PARKING

Off-street parking facilities shall be provided on each site, as provided herein.

(a) One parking space for one vehicle for each 2 persons employed on the largest and second largest shifts combined. Space for one vehicle shall contain at least 180 square feet exclusive of drives and aisles. All drives and parking areas shall be surfaced with a bituminous or other dust-free surface.

(b) One parking space for each company-owned or operated tract or motor vehicle. This shall be in addition to parking space for employees' vehicles.

(c) An additional 10% minimum of the total parking spaces provided for employees shall be provided for visitors or customer parking. The visitor parking area may be located in the front yard in accordance with Section I. (a).

(d) Space for the parking of freight and delivery trucks during any time in which the off-street loading facilities are insufficient to handle all trucks waiting to load or unload.

4. OFF-STREET LOADING REQUIREMENTS

Off-street loading space shall be provided on the basis of space for unloading one truck for the first 20,000 square

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feet of floor space or fraction thereof and one space for each succeeding 20,000 square feet of floor space. Truck loading space shall have a minimum horizontal width of 14 feet, a minimum horizontal depth of 48 feet and a minimum overhead clearance of 14 feet. Floor area shall be defined as all floor space used for storage and industrial operations. All unloading space shall be surfaced with a bituminous or other dust-free surface.

5. APPROVAL OF SITE AND BUILDING PLAN

No building or structure shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications and plot plan showing the location of such improvements on the particular building site, have been submitted to and approved, in writing, as to conformity and harmony of external design with existing structures in the development and as to location of the improvements on the building site and as to location of improvements with respect to topography, grade and finished ground elevation, by Grantor or their assigns.

6. OUTSIDE STORAGE REGULATIONS

The outside storage of bulk commodities shall be confined to screened locations approved by the Grantor. No storage is permitted in the front yard, nor in a side yard of a corner lot.

No waste material or refuse may be dumped or permitted to remain upon any part of the property outside of buildings.

7. SIGN STANDARDS

No billboards, or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that a temporary sign not to exceed one hundred (100) square feet in size offering the premises for sale or lease may be permitted. All sign locations shall be approved by Grantor.

8. PERFORMANCE STANDARDS

All operations on the said industrial site must conform to the following minimum performance standards:

(a) Noise: The sound-pressure level of noise radiated from an establishment, measured at the property line, shall not exceed the values in any octave band of frequency cited in Table I or modified by correction factors in Table II. The sound-pressure level shall be measured with a Sound Level Meter and an Octave Band Analyzer that conform to specifications approved by the American Standards Association, which are hereby made a part of these covenants by reference; American Standard Sound Level Meters for Measurement of Noise and Other Sound, Z24.3-1944; American Standard Specification for an Octave-Band Filter Set for the Analysis of Noise and Other Sounds, Z24.10-1953; and American Standard Method for Specifying the Characteristics of Analyzers Used for the Analysis of Sounds and Vibrations, Z24.15-1955.

TABLE I. Maximum Permissible Sound-Pressure Levels Measured at the Property Line

<u>Frequency Band</u> <u>Cycles per Second</u>	<u>Sound Pressure Level</u>	
	<u>7 A.M. to 10 P.M.</u>	<u>10 P.M. to 7 A.M.</u>
20-75	74	69
75-150	59	54
150-300	52	47
300-600	46	41
600-1,200	42	37
1,200-2,400	39	34
2,400-4,800	36	31
4,800-10,000	33	28

If the noise is not smooth and continuous, one or more of the corrections in Table II shall be added to or subtracted from each of the decibels levels cited in Table I.

Radio-Electronics-Television Manufacturers Association.

Recognising the special nature of many of the operations which will be conducted because of the research and educational activities, it shall be prohibited for any person, firm or corporation to operate or cause to be operated, to maintain or cause to be maintained any planned or intentional source of electromagnetic energy, the radiated power from which exceeds 1000 watts, without the express approval of the Grantor.

(c) Radioactive Emission: Users of radioactive materials and other sources of radiation shall not contravene the practices recommended by the National Committee on Radiation Protection as stated in the National Bureau of Standards Handbook 61 "Regulation of Radiation Exposure by Legislative Means".

(d) Industrial Sewage Waste: There shall be no discharge of untreated sewage or industrial waste into any stream. All methods of sewage and industrial waste treatment and disposal shall be approved in writing by the appropriate office of the Water Pollution Control Commission and the Department of Health of the State of Maryland and must be filed with the Montgomery County Department of Inspection & Licenses prior to requesting a building permit or certificate of occupancy for industrial use.

(e) Smoke: No person, firm or corporation shall permit the emission of any smoke from any source whatever to a density greater than that density described as No. 1 on the Ringelmann Chart as published by the United States Bureau of Mines, provided that the following exceptions shall be permitted: smoke, the shade or appearance of which is equal to but not darker than No. 2 of the Ringelmann Chart for a period or periods aggregating four minutes in any 30 minutes. These provisions, applicable to visible grey smoke, shall also apply to visible smoke of a different color but with an equivalent apparent opacity.

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Method of Measurement: For the purpose of grading the density of smoke, the Ringelmann Chart, as published and used by the United States Bureau of Mines, which is hereby made a part of these covenants, shall be the standard.

(F) Odor: No emission of objectionable odors outside the lot lines shall be permitted, except during periods when breakdown of equipment occurs such as to make it evident that the emission was not reasonably preventable.

9. PROHIBITED USES

The following uses shall not be permitted in the I-2 Zone:

1. Auto wrecking or salvage yard.
2. Any industry whose function is to receive, store, clean, bale, reduce and/or sell used or scrap materials, such as waste or scrap paper, rags, scrap metals, bottles or junk.
3. Dump or sanitary fill.
4. Steel mill.
5. Coke oven.
6. Distillation of coal, tar or wood.
7. Manufacture of pickle, sauerkraut and vinegar.
8. Steam power plant.

CLAUSE IV

MINING & EXCAVATIONS CONTROL

(a) Control of Dust

All equipment used for the production of sand and gravel shall be constructed, maintained and operated in such a manner as to eliminate, as far as practicable, vibration or dust which are injurious or annoying to occupants of the Montgomery Industrial Park or to persons living in the vicinity.

(b) Rehabilitation

1. Timing - Rehabilitation work shall be done in connection with and as the excavation operation proceeds.
2. Recontouring and Lateral Support Slopes - Areas from which gravel has been removed shall be recontoured so as to eliminate unsightly remains and encourage natural vegetation to reappear. This land shall be graded in terraces to provide large

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level areas suitable for the construction of industrial plans. The supporting banks for such terraces shall be graded at a slope not steeper than four to one (four feet horizontal to one foot vertical), so as to accommodate a power mower.

3. Planting - These banks and terraces shall be covered with earth that will sustain growth, and shall be planted with grass or other vegetation to prevent erosion.

4. Fill - No odorous materials shall be used for filling purposes.

CLAUSE V

GENERAL APPLICATION

(a) These covenants shall become effective upon the approval of Zoning Application E-438 and the reclassification of all of the said land into the zoning classification known in the zoning ordinance now applicable to said land as the I-2 Zone, and this declaration of covenants shall have no effect unless the said land is so reclassified into the I-2 Zone.

(b) Subject to the foregoing, these covenants are to run with the land and shall be binding upon all parties and all persons claiming under or through declarant until 1976, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots created out of said land it is agreed to change said covenants in whole or in part.

(c) The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, and the Grantor or the owner of any of the adjacent land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restric-

REF. 3425 FILE 191

tions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so to any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

(d) Whenever, in this declaration, approval must be obtained from the Grantor, such approval shall be obtained from a Board of Trustees hereby created, and such Board of Trustees shall be composed of the following persons:

A representative to be appointed by the President of the Montgomery County Chamber of Commerce. A representative of the Contee Sand and Gravel Co., and an Architect or Civil Engineer registered in the State of Maryland to be selected by the other two members. The vote of the majority of the Board of Trustees shall control.

In the event any technical study or assistance is required, the said Board is authorized on behalf of the Grantor to retain the services of any engineers or specialists necessary for conducting the said study. In the event it is determined that there has been a violation of any of the said conditions of this said declaration, the Board of Trustees is authorized on behalf of the Grantor to take any necessary steps to enforce the conditions of said covenants and all costs incident to such enforcement or studies shall be at the expense of the Violator.

IN TESTIMONY WHEREOF, the said CONTEE SAND AND GRAVEL COMPANY, INC. has on the 14th day of October, A.D., 1965, caused these presents to be signed by Homer Gudelsky, its President, attested by Charles F. Haugh, its Secretary, and its corporate seal to be hereunto affixed.

ATTEST:

Charles F. Haugh
Secretary



CONTEE SAND & GRAVEL COMPANY, INC.

Homer Gudelsky, Pres.

By _____
President

Signed and Sealed in the Presence of

Homer Gudelsky

COUNTY OF MONTGOMERY To wit;
STATE OF MARYLAND

I HEREBY CERTIFY that on the 14 day of October, 1965, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Homer Gudelsky and Charles F. Haugh, who have been satisfactorily proven to be the persons whose names are subscribed to the written instrument, who acknowledged themselves to be President and Secretary, respectively, of CONTEE SAND AND GRAVEL COMPANY, INC., Corporation, and that said Homer Gudelsky, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

GIVEN under my hand and seal this 14th day of October, A.D. 1965.

Jarvis C. Little
Notary Public

I, Charles F. Haugh, ^{Assistant} Secretary of CONTEE SAND AND GRAVEL COMPANY, INC., do hereby certify that the foregoing deed was executed in strict conformity with a resolution of the Board of Directors of the said Contee Sand and Gravel Company, Inc., a Corporation organized under the laws of the State of Maryland, passed at a duly called meeting of said Corporation, held on October 14, 1965.

Charles F. Haugh
Assistant Secretary

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 3425, p. 0182, MSA_CE63_3383. Date available 04/14/2008. Printed 06/27/2016.

Mailed to - Robert Linnon, Silver Spring, Md. Delivered 11-13-56

2267 sub-308

Recorded Oct. 11th, 1956-at-2:15 P.M.

THIS DECLARATION, made this 10th day of October, 1956, by CONTEC SAND & GRAVEL COMPANY, INC., hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and for the benefit of adjacent properties and properties in the general neighborhood and each owner thereof and shall inure to the benefit of and pass with said hereafter described property of grantor and each and every parcel thereof and shall also inure to the benefit of and pass with said adjacent properties and properties in the general neighborhood and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, Contec Sand & Gravel Company, Inc., hereby declares that the real property described in and referred to in Clause I hereof, is and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth herein is located in the County of Montgomery, State of Maryland, and is more particularly described as follows, to-wit:

Beginning for the same at the end of 115.15 feet on the 9th line of a conveyance to W. H. McIney Jr., Inc., for 144.9675 Acres of land and recorded among the land records of Montgomery County, Maryland in liber 1356 at folio 272 thence with the lines of said conveyance S.65°12'47"E. 40.00 feet, S.24°38'38"E. 1069.92 feet, S.13°37'13"W. 84.55 feet thence S. 88°00'E. 825.00 feet, S.10°50'18"E. 1266.25 feet thence crossing said land and also part of the lands conveyed in liber 1339 at folio 351 and liber 2010 at folio 528 and liber 2057 at folio 504, S.67°39'25"W.

ATTACHMENT A

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2267, p. 0060, MSA_C563_2225 Date available 07/28/2008. Printed 06/27/2018.

3890.00 feet to a point on the westerly side of Paint Branch thence to include a part of the lands to be acquired for Paint Branch Park Tract No. Four, S. 05°07'W. 410.00 feet, N. 86°37'W. 198.00 feet S. 57°35'W. 201.35 feet, S. 50°25'W. 398.24 feet, N. 37°03'E. 757.00 feet, N. 00°41'E. 15.38 feet, N. 77°37'20"W. 115.52 feet, S. 84°52'16"W. 33.00 feet, N. 06°55'15"W. 330.00 feet N. 57°04'35"W. 559.29 feet thence leaving said par' lines and crossing the lands of Contee Sand Gravel Company Lands S. 56°47'30"E. 3530.00 feet to the place of beginning. Containing One Hundred and Ninety Seven (197.00) Acres of land more or less.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against any use which may depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and unharmonious improvement of building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; to control, through performance standards, the undesirable aspects of industrial operations; and in general to provide adequately for a high type and quality of improvement in said property; to insure that the use of each building site shall not affect adversely the General Plan for the physical development of the Maryland-Washington Regional District in Montgomery County, Maryland, as embodied in the Zoning Ordinance for said District and in any Master Plan or portion thereof adopted by the Maryland-National Capital Park and Planning Commission, and that such use will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the use or development of adjacent properties or the general neighborhood.

CLAUSE III

GENERAL RESTRICTIONS

1. SETBACKS

Front: (a) No building or other structure shall have a

front setback less than 100 feet from the front right-of-way line of any private or publicly dedicated street or road. Except for necessary walks, drives and visitor parking which in no event shall be more than 40% of the front yard area, the front yard area shall be planted in grass or any suitable ground covering, such as flowers, ornamental shrubs and trees.

Side: (b) No building or other structure shall have a side yard setback of less than 50 feet from the adjoining property line except buildings or structures located on corner sites shall have a side yard setback equal to the front yard requirements set forth in subsection A.

Rear: (c) No building or other structure shall have a rear yard setback of less than 50 feet.

2. LAND TO BUILDING RATIOS

(a) The total amount of land occupied for all principal and accessory buildings or structures shall not exceed 35% of the area of the lot.

(b) The total amount of floor space of all principal and accessory buildings shall not exceed 40% of the area of the lot.

3. OFF-STREET PARKING

Off-street parking facilities shall be provided on each site, as provided herein.

(a) One parking space for one vehicle for each 2 persons employed on the largest and second largest shifts combined. Space for one vehicle shall contain at least 100 square feet exclusive of drives and aisles. All drives and parking areas shall be surfaced with a bituminous or other dust-free surface.

(b) One parking space for each company-owned or operated tract or motor vehicle. This shall be in addition to parking space for employees' vehicles.

(c) An additional 10% minimum of the total parking spaces provided for employees shall be provided for visitors or customer parking. The visitors parking area may be located in the front yard in accordance with Section 1. (a).

(d) Space for the parking of freight and delivery trucks

during any time in which the off-street loading facilities are insufficient to handle all trucks waiting to load or unload.

4. OFF-STREET LOADING REQUIREMENTS

Off-street loading space shall be provided on the basis of space for unloading one truck for the first 20,000 square feet of floor space or fraction thereof and one space for each succeeding 20,000 square feet of floor space. Truck loading space shall have a minimum horizontal width of 14 feet, a minimum horizontal depth of 48 feet and a minimum overhead clearance of 14 feet. Floor area shall be defined as all floor space used for storage and industrial operations. All unloading space shall be surfaced with a bituminous or other dust-free surface.

5. APPEARANCE OF LOTS AND BUILDING SITES

No building or structure shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications and plot plan showing the location of such improvements on the particular building site, have been submitted to and approved, in writing, as to conformity and harmony of external design with existing structures in the development and as to location of the improvements on the building site and as to location of improvements with respect to topography, grade and finished ground elevation, by grantor or their assigns.

6. OUTSIDE STORAGE REGULATIONS

The outside storage of bulk commodities shall be confined to screened locations approved by the grantor. No storage is permitted in the front yard, nor in a side yard or a corner lot.

No waste material or refuse may be dumped or permitted to remain upon any part of the property outside of buildings.

7. SIGN STRUCTURES

No billboards, or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that a temporary sign not to exceed one hundred (100) square feet in

size offering the premises for sale or lease may be permitted.
 All sign locations shall be approved by Grantor.

6. PERFORMANCE STANDARDS

All operations on the said industrial site must conform to the following minimum performance standards:

(a) N O I S E

The sound-pressure level of noise radiated from an establishment measured at the property line, shall not exceed the values in any octave band of frequency cited in Table I or modified by correction factors in Table II. The sound-pressure level shall be measured with a Sound Level Meter and an Octave-Band Analyzer that conform to specifications approved by the American Standards Association, which are hereby made a part of these covenants by reference: American Standard Sound Level Meters for Measurement of Noise and Other Sounds, Z24.3-1944; American Standard Specification for an Octave-Band Filter Set for the Analysis of Noise and Other Sounds, Z24.10-1955; and American Standard Method for Specifying the Characteristics of Analyzers Used for the Analysis of Sounds and Vibrations, Z24.15-1955.

TABLE I. Maximum Permissible Sound-Pressure Levels Measured at the Property Line

Frequency Band Cycles per Second	Sound Pressure Level, Decibels to 0.0002 dyne/cm ²	
	7 A.M. to 10 P.M.	10 P.M. to 7 A.M.
20-75	74	67
75-150	59	54
150-300	52	47
300-600	46	41
600-1,200	42	37
1,200-2,400	37	34
2,400-4,800	36	31
4,800-10,000	33	29

If the noise is not steady and continuous, one or more of the corrections in Table II shall be added to or subtracted from each of the decibels levels cited in Table I.

TABLE II. Correction Factors for Intermittent, Impulsive or Infrequent Noise

Type of Operation or Character of Noise	Correction Factor in Decibels
Noise of impulsive character (hammering, etc.)	minus 5
Noise of periodic character (hum, screech, etc.)	minus 5

(b) ELECTROMAGNETIC INTERFERENCE

Definition: For purpose of these regulations, electromagnetic interference shall be defined as electromagnetic disturbances which are generated by the use of electrical equipment other than planned and intentional sources of electromagnetic energy which interfere with the proper operation of electromagnetic receptors of quality and proper design.

No person, firm or corporation shall be permitted to operate, or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these purposes which does not comply with the current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation. Further, said operation in compliance with the Federal Communications Commission regulations shall be prohibited if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary field, blanketing, spurious re-radiation, conducted energy in power or telephone systems or harmonic content.

The determination of "abnormal degradation in performance" and "of quality and proper design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers, and the Radio-Electronics-Television Manufacturers Association.

Recognizing the special nature of many of the operations which will be conducted because of the research and educational activities, it shall be prohibited for any person, firm or corporation to operate or cause to be operated, to maintain or cause to be maintained any planned or intentional source of electromagnetic energy, the radiated power from which exceeds 1000 watts, without the express approval of the Grantor.

(c) RADIOACTIVE EMISSION

Users of radioactive materials and other sources of radiation shall not contravene the practices recommended by the National Committee

on Radiation Protection as stated in the National Bureau of Standards Handbook 61 "Regulation of Radiation Exposure by Legislative Means."

(d) INDUSTRIAL SEWAGE WASTE

There shall be no discharge of untreated sewage or industrial waste into any stream. All methods of sewage and industrial waste treatment and disposal shall be approved in writing by the appropriate office of the Water Pollution Control Commission and the Department of Health of the State of Maryland and must be filed with the Montgomery County Department of Inspection & Licenses prior to requesting a building permit or certificate of occupancy for industrial use.

(e) S M O K E

No person, firm or corporation shall permit the emission of any smoke from any source whatever to a density greater than that density described as No. 1 on the Ringelmann Chart as published by the United States Bureau of Mines, provided that the following exceptions shall be permitted: smoke, the shade or appearance of which is equal to but not darker than No. 2 of the Ringelmann Chart for a period or periods aggregating four minutes in any 30 minutes. These provisions, applicable to visible grey smoke, shall also apply to visible smoke of a different color but with an equivalent apparent quantity.

Method of Measurement. For the purpose of grading the density of smoke, the Ringelmann Chart, as published and used by the United States Bureau of Mines, which is hereby made a part of these covenants, shall be the standard.

(f) O D O R

No emission of objectionable odors outside the lot lines shall be permitted, except during periods when breakdown of equipment occurs such as to make it evident that the emission was not reasonably preventable.

9. FOREST BUFFER RESERVATION

There shall be reserved as a natural buffer between the I-1 and I-2 tracts of the land covered by these covenants, a portion of the stand of trees now on the site. This buffer shall be not less than 100 feet in depth, shall be located at the northern boundary of the I-2 tract, and shall run the full length of said boundary from east to west, a distance of approximately 2,200 feet. This forest reservation shall remain for so long a time as the land to the south is occupied by I-2 type of industry.

10. PROHIBITED USES

The following uses shall not be permitted in the I-2 zone:

1. Auto wrecking or salvage yard.
2. Any industry whose function is to receive, store, clean, bale, reduce and/or sell used or scrap materials, such as waste or scrap paper, rags, scrap metals, bottles or junk.
3. Fuel sales yard.
4. Dump or sanitary fill.
5. Commercial outdoor recreation uses such as: swimming pool, movie theatre, shooting range.
6. Steel mill.
7. Coke oven.
8. Distillation of coal, tar or wood.
9. Manufacture of pickle, ammoniac and vinegar.
10. Steam power plant.

CLASS IV

MINES & EXCAVATIONS CONTROL

(a) Control of Dust

All equipment used for the production of sand and gravel shall be constructed, maintained and operated in such a manner as to eliminate as far as practicable vibration or dust which are injurious or annoying to occupants of the Montgomery Industrial Park or to persons living in the vicinity.

(b) Access Road

Gravel pit access road shall be provided with a dustless surface from the new Route 29 to the scale house and such road surface shall be properly maintained by the operator during the operation of the pit.

(c) Rehabilitation

1. Timing

Rehabilitation work shall be done in connection with and as the excavation operation proceeds.

2. Recontouring and Lateral Support Slopes

Areas from which gravel has been removed shall be recontoured so as to eliminate unsightly remains and encourage natural vegetation to reappear. This land shall be graded in terraces to provide large

level areas suitable for the construction of industrial plants. The supporting banks for such terraces shall be graded at a slope not steeper than four to one (four feet horizontal to one foot vertical), so as to accommodate a power mower.

3. Planting

These banks and terraces shall be covered with earth that will sustain growth, and shall be planted with grass or other vegetation to prevent erosion.

4. Fill

No odorous materials shall be used for filling purposes.

(d) Performance Bond

The operator shall post a performance bond to guarantee restoration of the land covered by this covenant, to conditions established in Section (c). The amount of the bond shall be an amount sufficient in the opinion of the County to perform all restoration. The amount of the bond may be reduced from time to time as restoration progresses, when, in the opinion of the County, a lower amount will be sufficient to fulfill the agreement. In the event that the operator does not fulfill the restoration requirements, the County Engineer shall proceed to restore the premises in the manner prescribed, after due notice to operator and Surety Company, and charge the cost to the Surety Company.

CLAUSE V

GENERAL APPLICATION

(a) These covenants shall become effective upon the approval of Zoning Application Z-98 and the reclassification of all of the said land into the zoning classification known in the zoning ordinance now applicable to said land as the I-2 zone, and this declaration of covenants shall have no effect unless the said land is so reclassified into the I-2 zone.

(b) Subject to the foregoing, these covenants are to run with the land and shall be binding upon all parties and all persons claiming under or through declarant until 1975, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots created out of said land it is agreed to change said covenants in whole or in part.

(c) The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, and the Grantor or the owner of any of the adjacent land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

(d) Whenever, in this declaration, approval must be obtained from the Grantor, such approval shall be obtained from a Board of Trustees hereby created, and such Board of Trustees shall be composed of the following persons:

A representative to be appointed by the President of the Montgomery County Chamber of Commerce. A representative of the Gutter Sand and Gravel Co., and an Architect or Civil Engineer registered in the State of Maryland to be selected by the other two members. The vote of the majority of the Board of Trustees shall control.

In the event any technical study or assistance is required, the said Board is authorized on behalf of the Grantor to retain the services of any engineers or specialists necessary for conducting the said study. In the event it is determined that there has been a violation of any of the said conditions of this said declaration, the Board of Trustees is authorized on behalf of the Grantor to take any necessary steps to enforce the conditions of said covenants and all costs incident to such enforcement or studies shall be at the expense of the Violator.

IN WITNESS WHEREOF, the said GUTTER SAND & GRAVEL COMPANY, INC. has on the 11 day of October, A.D. 1956, caused these presents to be

2267 100-318

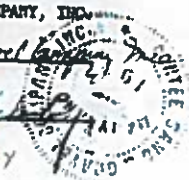
signed by Isadore Gudelsky, its President, attested by Homer Gudelsky, its Secretary, and its corporate seal to be hereunto affixed.

CONTEE SAND & GRAVEL COMPANY, INC.

Isadore Gudelsky
President

By Isadore Gudelsky
President

HOMER GUDELSKY



Attest:

Homer Gudelsky
Secretary

Signed and sealed in the presence of

James MacNeil
JAMES MACNEIL

COUNTY OF MONTGOMERY)
STATE OF MARYLAND) to wit:

I HEREBY CERTIFY that on the 10th day of October, 1955, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Isadore Gudelsky and Homer Gudelsky, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be President and Secretary, respectively, of CONTEE SAND AND GRAVEL COMPANY, INC., Corporation, and that said Isadore Gudelsky, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

GIVEN under my hand and seal this 10th day of October, A.D. 1955

Charles J. Hirsch
Notary Public



I, Homer Gudelsky, Secretary of CONTEE SAND AND GRAVEL COMPANY, INC., do hereby certify that the foregoing deed was executed in strict conformity with a resolution of the Board of Directors of the said CONTEE SAND AND GRAVEL COMPANY, INC., a Corporation organized under the laws of the State of Maryland, passed at a duly called meeting of said Corporation, held on October 10, 1955.

Homer Gudelsky
Secretary



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2267, p. 0518, MSA_CESS_2225. Data available 02/20/2008. Printed 08/27/2016.

Transferred to Robert Lawrence Silver from the Old Lib. 11-13-56

2267 319

Recorded Oct. 11th, 1956-at-2:15 P.M.

THIS DECLARATION made this 10th day of October, 1956, by CONTEE SAND & GRAVEL CO. INC., hereinafter called the Grantor.

WITNESSETH
WHEREAS, Grantor is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each other thereof and for the benefit of adjacent properties and properties in the general neighborhood and each other thereof and shall inure to the benefit of and pass with said hereafter described property of Grantor and each and every parcel thereof and shall also inure to the benefit of and pass with said adjacent properties and properties in the general neighborhood and each and every parcel thereof and shall apply to and bind the successors in interest and any other thereof.

Now, WHEREFORE, Contee Sand & Gravel Company, Inc., hereby declares that the real property described in and referred to in Clause I hereof, is and shall be, sold, transferred, sold, conveyed and conveyed subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

Clause I
PROPERTY DESCRIBED TO BE SOLD, TRANSFERRED,

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth herein is located in the County of Montgomery, State of Maryland, and is more particularly described as follows, to-wit:

Beginning for the same at the beginning of a conveyance from Contee Sand and Gravel Company Inc. to William H. MacConey Jr., Inc., for 191.776 acres of land and recorded among the land records of Montgomery County, Maryland in Liber 1356 at folio 272, thence with the first line N. 73°36'50" E. 126.13 feet, thence on a prolongation of said line N. 73°36'50" E. 350.00 feet to the end of the fifth line of the above said land thence with the 6th, 7th, 8th and part of the 9th lines S. 18°07'15" E. 791.15 feet, S. 86°48'55" W. 774.71 feet, S. 20°28' 16" E. 325.23 feet, S. 65°12'47" W.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CASE 2267, P. 0319, MSA, CASE 2225. Data available 02/26/2008. Printed 06/27/2016.

115.15 feet thence leaving said line and crossing said land to include a part thereof and also part of the lands as conveyed by William H. McCeney Jr., to Contec Sand and Gravel Company for 139.767 Acres and recorded in Liber 1339 at folio 361, and also to include a part of the lands as conveyed to William H. McCeney for 74.858 Acres of land and recorded in Liber 2010 at folio 528, S.56°47'30"W. 3530.00 feet to a point on west side of Paint Branch thence to include part of the lands in the proposed Paint Branch Park Unit No. Four, N.57°04'35"W. 290.00 feet thence N.01°18'05"W. 330.00 feet thence leaving said Paint Branch and crossing the proposed park line N.53°15'30"E. 2130.00 feet said line when passing the property of Cedarcroft Sanitarium being one hundred fifty feet southerly from and parallel to said line thence on a line Two Hundred Feet East of the easterly line of said Cedarcroft Property, N.36°52'08"W. 889.00 feet thence on a line Southerly and Two Hundred Fifty Feet from the center line of the new Columbia Pike (Route #29) on a curve to the right having a radius of 2064.77 feet for a distance of 305.00 feet thence N.59°35'36"E. 1220.0 feet to the end of 636.14 feet on the 4th line of the aforementioned 139.767 Acres Tract thence with the remaining part of said line S.33°22'44"E. 541.00 feet to the place of beginning. Containing One Hundred (100) Acres of land more or less.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against any use which may depreciate the value of their property; to ward against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and indiscriminate improvement of building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; to control, through performance standards, the undesirable aspects of industrial operation; and in general to provide adequately for a high type and quality of improvement in said property; to insure that the use of each building site shall not affect adversely the General Plan for the physical development of the Maryland-Washington Regional District in Montgomery County, Maryland.

as embodied in the Zoning Ordinance for said District and in any Master Plan or portion thereof adopted by the Maryland-National Capital Park and Planning Commission, and that such use will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the use or development of adjacent properties or the general neighborhood.

CHAPTER III
GENERAL RESTRICTIONS

1. SETBACKS

Front: (a) No building or other structure shall have a front setback less than 150 feet from the front right-of-way line of any private or publicly dedicated street or road. Any building paralleling Route 24 shall have a minimum front setback of no less than 250 feet from the said right-of-way line of Route 24. Except for necessary walks, drives and visitor parking, signs in no event shall be more than 10% of the front yard area, the front yard area shall be planted in areas of appropriate ground covering such as flowers, ornamental shrubs and trees.

Side: (b) No building or other structure shall have a side yard setback of less than 50 feet from the adjacent property line except buildings or structures located on corner sites shall have a side yard setback equal to the front yard requirements set forth in sub-section A. Any building or structure adjoining the eastern boundary of Cedarcroft Sanitarium shall have a side yard setback of not less than 200 feet. Grass or dust-free surface shall cover yard.

Rear: (c) No building or other structure shall have a rear yard setback of less than 50 feet provided that any rear yard setback for any building or structure abutting and adjoining the Cedarcroft Sanitarium shall have no less than 150 feet. Grass or dust-free surface shall cover yard.

2. LANDED BUILDING COVERS

(a) The total amount of land occupied for all principal and accessory buildings or structures shall not exceed 35% of the area of the lot.

(b) The total amount of floor space of all principal and

accessory building shall not exceed 40% of the area of the lot.

3. OFF-STREET PARKING

Off-street parking facilities shall be provided on each site, as provided herein.

(a) One parking space for one vehicle for each 2 persons employed on the largest and second largest shifts combined. Space for one vehicle shall contain at least 150 square feet exclusive of drives and aisles. All drives and parking areas shall be surfaced with a bituminous or other dust-free surface.

(b) One parking space for each company-owned or operated truck or motor vehicle. This shall be in addition to parking space for employees' vehicles.

(c) An additional 10% minimum of the total parking spaces provided for employees shall be provided for visitors or customer parking. The visitors parking area may be located in the front yard in accordance with section 1 (a).

(d) Space for the parking of freight and delivery trucks during any time in which the off-street loading facilities are insufficient to handle all trucks waiting to load or unload.

4. OFF-STREET LOADING FACILITIES

Off-street loading space shall be provided on the basis of one space for unloading one truck for the first 17,000 square feet of floor space or fraction thereof, and one space for each succeeding 20,000 square feet of floor space. Truck loading space shall have a minimum horizontal width of 14 feet, a minimum horizontal depth of 40 feet and a minimum overhead clearance of 14 feet. Floor area shall be defined as all floor space used for storage and industrial operations. All unloading space shall be surfaced with a bituminous or other dust-free surface.

No loading docks may face on any street frontage.

5. MINING AND EXCAVATIONS COVENANTS

No mining operations of any kind or quarrying shall be permitted upon or in any of the building sites subject to these covenants, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2267, p. 0322, MSA_CE83_2225, Data available 02/23/2008, Printed 08/27/2018.

covered by these covenants. Fuel oil storage tanks as part of the heating equipment of any establishment shall be permitted only if located underground. Bulk storage of gasoline or petroleum products shall be permitted only upon consent of Grantor and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

6. HEIGHT OF STRUCTURES CONTROLS

No structure or building shall exceed 45 feet in height, provided, however, that a water tower, stand-off housing for elevator equipment or ventilating fans, or aerials or antennas, or similar structures, may exceed this height with the written approval of the Grantor.

7. APPROVAL OF SIGN AND LIGHTING PLAN

No building or structure shall be erected, leased or altered on any building site in said development until the building or other improvement plans, specifications and plot plan, showing the location of such improvements on the particular building site, have been submitted to and approved, in writing, as to conformity and harmony of external design with existing structures in the development and as to location of improvements on the building site and as to location of improvements with respect to to a center, street or natural road elevation by center of their frontage.

8. SCREENED STORAGE RESTRICTIONS

The outside storage of bulk commodities shall be confined to screened locations approved by the Grantor. No storage is permitted in the front yard, nor in a side yard of a corner lot.

No waste material or refuse may be dumped or permitted to remain upon any part of the property outside of buildings.

9. SIGN STANDARDS

No billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that a temporary sign not to exceed one hundred (100) square feet in size offering the premises for sale or lease may be per-

mitted. All sign locations shall be approved by Grantor.

10. PERFORMANCE STANDARDS

All operations on the said industrial site must conform to the following minimum performance standards:

(a) NOISE:

The sound-pressure level of noise radiated from an establishment, measured at the property line, shall not exceed the values in any octave band of frequency cited in Table I or modified by correction factors in Table II. The sound-pressure level shall be measured with a Sound Level Meter and an Octave Band Analyzer that conform to specifications approved by the American Standards Association, which are hereby also a part of these covenants by reference; American Standard Sound Level Meters for Measurement of Noise and other Sound, 22.3-1944; American Standard Specification for an Octave-Band Filter Set for the Analysis of Noise and other Sounds, 22.10-1953; and American Standard Method for Specifying the Characteristics of Analyzers Used for the analysis of Sounds and Vibrations, 22.15-1955.

TABLE I. Maximum Permissible Sound-Pressure Levels Measured at the Property Line

Frequency Band Cycles per Second	Sound Pressure Level Decibels Re 0.0002 dyn/cm ²	
	7 A.M. to 10 P.M.	10 P.M. to 7 A.M.
20-75	74	69
75-150	57	51
150-300	52	47
300-600	46	41
600-1,200	42	37
1,200-2,400	39	34
2,400-4,800	36	31
4,800-10,000	33	29

If the noise is not smooth and continuous, one or more of the corrections in TABLE II shall be added to or subtracted from each of the decibels levels cited in TABLE I.

TABLE II. Correction Factors for Intermittent, Impulsive or Infrequent Noise

Type of Operation or Character of Noise	Correction Factor in Decibels
Noise of impulsive character (hammering, etc.)	minus 5
Noise of periodic character (hum, screech, etc.)	minus 5

(b) ELECTROMAGNETIC INTERFERENCE

Definition: For purpose of these regulations, electromagnetic interference shall be defined as electromagnetic disturbances which are generated by the use of electrical equipment other than planned and intentional sources of electromagnetic energy which interfere with the proper operation of electromagnetic receptors of quality and proper design.

No person, firm or corporation shall be permitted to operate, or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, lighting, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these purposes which does not comply with the current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation. Further, said operation in compliance with the Federal Communications Commission regulations shall be prohibited if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, spurious field, blanketing, spurious re-radiation conducted energy in power or telephone systems or harmonic content.

The determination of "abnormal degradation in performance" and "of quality and proper design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers, and the Radio-Electronics-television Manufacturers Association.

Recognizing the special nature of many of the operations which will be conducted because of the research and educational activities, it shall be prohibited for any person, firm or corporation to operate or cause to be operated, to maintain or cause to be maintained any planned or intentional source of electromagnetic energy, the radiated power from which exceeds 1000 watts, without the express approval of the Grantor.

(c) RADIOACTIVE EMISSION

Users of radioactive materials and other sources of radiation shall not contravene the practices recommended by the National Committee on Radiation Protection as stated in the National Bureau of Standards Handbook 61 "Regulation of Radiation Exposure by Legislative Means."

(d) INDUSTRIAL SEWAGE WASTE

There shall be no discharge of treated or untreated sewage or industrial waste into any stream. All methods of sewage and industrial waste treatment and disposal shall be approved in writing by the appropriate office of the Water Pollution Control Commission and the Department of Health of the State of Maryland and must be filed with the Montgomery County Department of Inspection Licenses prior to requesting a building permit or certificate of occupancy for industrial use.

(e) SMOKE

There shall be no emission permitted of any smoke into the air from any operation, except during periods when breakdown of equipment occurs such as to make it evident that emission was not reasonably preventable.

(f) DUST, DIRT, AND FLY ASH

There shall be no emission permitted of any dust, dirt or fly ash into the air from any operation, except during periods when breakdown of equipment occurs such as to make it evident that emission was not reasonably preventable.

(g) ODOR

No emission of objectionable odors outside the lot lines shall be permitted, except during periods when breakdown of equipment occurs such as make it evident that the emission was not reasonably preventable.

11. FOREST BUFFER RESERVATION

There shall be reserved as a natural buffer between the I-1 and I-2 tracts of the land covered by these covenants, a portion of the stand of trees now on the site. This buffer shall be not less than 100 feet in depth, shall be located at the northern boundary of the I-2 tract, and shall run the full length of said boundary from east to west, a distance of approximately 2,200 feet. This forest reservation shall remain for so long a time as the land to the south is occupied by I-2 type of industry.

12. PROHIBITED USES

The following uses shall not be permitted in the I-1 zone:

1. Auto wrecking or salvage yard.
2. Any industry whose function is to receive, store, clean, bale, reduce and/or sell used or scrap materials, such as waste or scrap paper, rags, scrap metals, bottles or junk.
3. Fuel sales yard.
4. Dump or sanitary fill.
5. Commercial outdoor recreation uses such as: swimming pool, movie theatre, shooting range.

ARTICLE IV

GENERAL APPLICATION

(a) These covenants shall become effective upon the approval of Zoning Application B-457 and the reclassification of all of the said land into the zoning classification known in the zoning ordinance now applicable to said land as the I-1 zone, and this declaration of covenants shall have no effect unless the said land is so reclassified into the I-1 zone.

(b) Subject to the foregoing, these covenants are to run with the land and shall be binding upon all parties and all persons claiming under or through declarant until 1975, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots created out of said land it is agreed to change said covenants in whole or in part.

(c) The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and

covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, and the Grantor or the owner of any of the adjacent land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restrictions shall not defeat or render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

(d) Whenever, in this declaration, approval must be obtained from the Grantor, such approval shall be obtained from a Board of Trustees hereby created, and such Board of Trustees shall be composed of the following persons:

A representative to be appointed by the President of the Montgomery County Chamber of Commerce. A representative of the Contee Sand and Gravel Co., and an Architect or Civil Engineer registered in the State of Maryland to be selected by the other two members. The vote of the majority of the Board of Trustees shall control.

In the event any technical study or assistance is required, the said Board is authorized on behalf of the Grantor to retain the services of any engineers or specialists necessary for conducting the said study. In the event it is determined that there has been a violation of any of the said conditions of this said declaration, the Board of Trustees is authorized on behalf of the Grantor to take any necessary steps to enforce the conditions of said covenants and all costs incident to such enforcement or studies shall be at the expense of the Violator.

IN TESTIMONY WHEREOF, the said CONTEE SAND & GRAVEL COMPANY, INC. has on the 10th day of October, A.D. 1956, caused these presents to be

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signed by Isadore Gudelsky, its President, attested by Homer Gudelsky, its Secretary, and its corporate seal to be hereunto affixed.

COHES SAND & GRAVEL COMPANY, INC., INC.
Isadore Gudelsky
BY *Isadore Gudelsky*
President
Isadore Gudelsky

Attest:

Homer Gudelsky
Secretary
HOMER GUDELSKY

Signed and sealed in the presence of

Isadore Gudelsky
Isadore Gudelsky

COUNTY OF MONTGOMERY }
STATE OF MARYLAND } to wit:

I HEREBY CERTIFY that on the 10th day of October, 1956, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Isadore Gudelsky and Homer Gudelsky, who have been satisfactorily proven to be the persons whose names are subscribed to the written instrument, who acknowledged themselves to be President and Secretary, respectively, of COHES SAND AND GRAVEL COMPANY, INC., Corporation, and that said Isadore Gudelsky, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

GIVEN under my hand and seal this 10th day of October, A.D. 1956.

Charles F. Hall
Notary Public
Charles F. Hall

I, Homer Gudelsky, Secretary of COHES SAND AND GRAVEL COMPANY, INC., do hereby certify that the foregoing deed was executed in strict conformity with a resolution of the Board of Directors of the said COHES SAND AND GRAVEL COMPANY, INC., a Corporation organized under the laws of the State of Maryland, passed at a duly called meeting of said Corporation, held on October 10, 1956.

Homer Gudelsky
Secretary
HOMER GUDELSKY

TERMINATION OF COVENANTS

THIS TERMINATION OF COVENANTS (this "Termination") is entered into and effective as of the _____ day of June, 2016, by GLOBAL LIFESCI DEVELOPMENT CORPORATION, a Maryland corporation, MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, and THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a _____.

WHEREAS, by Declaration dated October 10, 1956, recorded in Liber 2267 at folio 308 and by Declaration dated October 14, 1965 recorded in Liber 3425 at folio 181 among the Land Records of Montgomery County, Maryland (together the "Declarations"), certain covenants were imposed upon the land described in the Declarations in connection with rezoning of that land to the I-2 Zone.

WHEREAS, the land subject to the Declarations has been rezoned from the I-2 Zone to the CR Zone, so that the covenants imposed by the Declarations no longer serve any purpose.

WHEREAS, Clause V(b) of the Declarations provides that the covenants established by the Declarations can be modified or terminated by an action taken by the majority of the owners of the land that is the subject of Declarations.

WHEREAS, the undersigned are the owners of all the land that is the subject of the Declarations, have elected to terminate the covenants imposed by the Declarations, and have executed and recorded this instrument to evidence and confirm that termination.

1. Termination. The Declarations, and the covenants imposed by them, are hereby forever terminated, cancelled and vacated in their entirety, and shall be of no further force and effect as of the date of this Termination, including, but not limited to, any and all current or future, vested or unvested, known or unknown, right, power, privilege or authority to enforce the Declarations or assert, file, institute, prosecute or maintain any claim, demand, action, suit or other proceeding under or in connection with the Declarations.

2. Severability. In the event that any term or provision of this Termination, or the application thereof to any particular party or circumstance, is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or in its application to a particular party or circumstance), the remaining terms and provisions of this Termination or the application thereof to different parties or circumstances, as the case may be, shall not be affected thereby and this Termination shall remain in full force and effect in all other respects.

3. Counterparts. This Termination and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. Governing Law. This Termination shall, in all respects, be governed, construed, applied, and enforced in accordance with the law or the State of Maryland, exclusive of its conflict of laws provisions.

5. Further Assurances. The Parties unconditionally and irrevocably covenant and agree to execute, acknowledge and deliver any and all such other and further documents, deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect this Termination as may be reasonably necessary to terminate and vacate the Declarations.

6. Construction. The undersigned acknowledge that the undersigned and their counsel have reviewed and revised this Termination and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in any interpretation or construction of this Termination or any exhibits or amendments hereto. The recitals contained in this Termination are incorporated in and made a part of this Termination.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Termination as of the date first set forth above.

ATTEST:

GLOBAL LIFESCI DEVELOPMENT CORPORATION, a Maryland corporation

Jonathan M. Gann
Jonathan M. Gann

By: [Signature]
Name: John Gudelsky
Title: President
Date: June 7, 2016

STATE OF MARYLAND

*

COUNTY OF Howard

*

to wit:

*

I HEREBY CERTIFY that on this 7th day of June, 2016, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN GUDELSKY, who has been satisfactorily proven to be the person whose name is subscribed to the written instrument, who acknowledged that he is the President of Global LifeSci Development Corporation and, being authorized to do so, executed the same on behalf of Global LifeSci Development Corporation for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Heidi Pace Potts Notary Public

My Commission Expires: 6.12.20

IN WITNESS WHEREOF, the undersigned has signed and sealed this Termination as of the date first set forth above.

WITNESS:

MONTGOMERY COUNTY,
MARYLAND, a body corporate
and politic

[Signature]
ESSONT, GREGORY

By: [Signature]
Isiah Leggett, County Executive

* * *

STATE OF

*

* to wit:

COUNTY OF

*

On this 26th day of May, 2016, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Isiah Leggett, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he is the County Executive for Montgomery County, Maryland and, being authorized to do so, executed the same on behalf of Montgomery County, Maryland for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature], Notary Public
Claudia M. Conales

My Commission Expires: 7/6/17

IN WITNESS WHEREOF, the undersigned has signed and sealed this Termination as of the date first set forth above.

WITNESS:

THE MARYLAND NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

By: _____

Name: _____

Title: _____

Date: June , 2016

Approved as to form and legality on behalf of the Commission

Name: _____

Title: _____

Date: _____

* * *

STATE OF

*

COUNTY OF

*

to wit:

*

On this ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she is _____ of The Maryland-National Capital Park and Planning Commission and, being authorized to do so, executed the same on behalf of The Maryland-National Capital Park and Planning Commission for the purposes therein contained.

WITNESS my hand and Notarial Seal.

_____, Notary Public

My Commission Expires: _____

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

William M. Hoffman, Jr.