

THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION

OFFICE OF THE GENERAL COUNSEL 8787 Georgia Avenue Silver Spring, Maryland 20910-3760 www.mncppc.org

Tel: (301) 495-4646 Fax: (301) 495-2173

Agenda Date: July 14, 2016

Item No. 4

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:

 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.

<u>Background</u>: 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.

June 30, 2016 Memorandum Termination of Covenants: Viva White Oak Page 2

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.

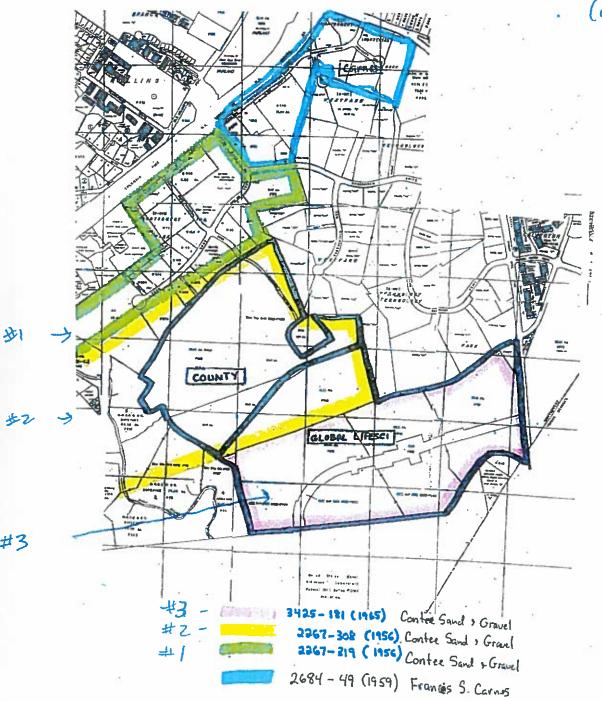
I have reviewed the materials provided by GLDC, and I have no issue with the terms of the Release, nor with M-NCPPC signing the Release. The County Attorney's Office is recommending that the County file a friendly condemnation to release the Covenant, which is more of a "belt and suspenders" protection 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

(espired 2.5. ded)



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

WITNESSETH

MERREAS, 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.

MOW, 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, reservations, reservations and easements hereinafter set forth.

CLAUSE T

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 Polio 274
- All of that 47.988 acre tract as described in Liber 2157 at Folio 181, and

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3. Part of that 76.754 acre tract described in the aforesaid Liber 2300 at Folio 274

being more particularly described in one tract as follows:

Beginning for the same at the southeast corner of the first above-mentioned tract, thence with the lines thereof

- 1. N 63°05'41" W 419.10 feet
- 2. 8 75°20'48" W 328.64 feet
- 3. 8 33°58'55" W 473.30 feet
- 4. S 30⁰00'00" W 455.92 feet to intersect the south line of the second above-mentioned tract, thence with said south line and with a part of the south line of the third above-mentioned tract, following the north line of the Naval Ordnance Laboratory property, two courses
 - 5. S 81045'00" W 693.25 feet
- 6. 8 81045'00" W 2158.63 feet to intersect the west line of proposed Paint Branch Park, Unit No. 4, thence with the lines thereof
 - 7. H 24017'40" W 584.92 feet
 - 8. N 09057'20" E 497.49 feet
- 9. N 77026'20" W 395.47 feet to intersect the existing I-2 Zone line, thence with said line and the lines of the University of Maryland Extension Service
 - 10. N 67°39'25' E 2010. feet, more or less
 - 11. N 67 39'25" E 602.65 feet
 - 12. N 70°00'00" E 106.95 feet
 - 13. N 74°30'51" E 500.00 feet
 - 14. N 77°33'51" E 373.36 feet
 - 15. N 55°23'15" B 921.09 feet
 - 16. 8 3509'31" E 406.24 feet
- 17. 8 25°24'37" E 158.23 feet to Cherry Hill Road, thence with said road
- 18. 8 05°53'08" E 1140.97 feet to the place of beginning, containing 133.1 acres of land.

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CLAUSE II

GENERAL PURPOSES OF CONDITTONS

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 haphasard 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. 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 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.

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<u>Side</u>: (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 truct 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. Ploor 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

We 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 grand 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.

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8. PERPORMANCE STANDARDS

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

(a) <u>Moise:</u> 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

	Control of the Contro			
<u>Prequency Band</u> <u>Cycles per Second</u>	Sound Pressure Level	Decibels Re 0.0002 dyne 2 cm		
	7 A.M. to 10 P.M.	10 P.M. to 7 A.M.		
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.

TABLE II Correction Factors for Intermittent, Impulsive or Infrequent Hoise

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) <u>Electromagnetic Interference</u>: 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 regulations regarding such sources of electromagnetic radiation. Further, said operation in compliance with the Pederal 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

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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) <u>Radioactive Emission</u>: 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 Mational 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) <u>Smoke</u>: Ho person, firm or corporation shall parmit 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.

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.
 - 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. <u>Timing</u> 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

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 3425, p. 0189, MSA_CE63_3383. Date in

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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. <u>Planting</u> 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. <u>Fill</u> 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-

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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 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.

MATTEST :

Presence of Holly

CONTEE SAND & GRAVEL COMPANY, INC.

Dres

President

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 14 day of Oil

1965.

I, Charles F. Haugh, Secretary of CONTER SAND AND GRAVEL COMPANY INC., do hereby certify that the aforegoing 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 called meeting of said Corporation, held on

mailed to - Robert Junion Silver torin Bel. Sil Sources 11-13-56

ATTACHMENT

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Recorded Oct. 11th, 1956-at-2:15 P.H.
THIS DECLARATION, made this /Oct. day of October
1956, by CONTES SAND & CRAVAL COLPANY, INC., heroinafter called the Granter.

WITHERSTON

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 reneils of adjacent properties and properties in the general neighborhood and each owner thereof and shall inverte to the benefit of and pass with said hereafter described properties of eractor are each and every parcel thereof and shall also inverte to benefit of and pass with said adjacent properties and properties and properties and properties and properties and properties in the general neighborhood and each each every parcel thereof and shall every parcel thereof and shall expert to and into the successors in interest and england thereof.

1904, Thinkering, denter Sand & Gravel Company, Inc., hereby machines that the real property addorated in and referred to in Stause I serent, is and shall be, held, transferred, and, conveyed and occupied subject to the conditions, course muts, restrictions, renervations as Companies becomes for act forth.

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PROPERTY SHOULDT TO THES POPULATION

The real property which is, and shall be, convered, transferred, occupied and sold subject to the conditions, invenants, restrictions, reservations and essenants sot forth herein is located in the County of Emitgozory, State of Laryland, and is more particularly described as follows, to-wit:

Be innin; for the same at the end of 115.14 feet on the 7th line of a conveyance to W. H. Mc energy, Inc., for 144.9675 Acres of land and recorded anong the land records of Montgemer, County, Maryland in liber 1316 at folio 272 thence with the lines of said conveyance 3.6501214782, 40.00 feet, 3.24036; 388E. 1067.92 feet, 3.13037*13"7. 84.55 feet thence 1.88000*E. 825.00 feet, 3.10050*10*E. 1266.25 feet thence crossing sail land and also part of the lands conveyed in liber 1339 at folio 381 and liber 2010 at folio 528 and liber 2057 at folio 504, 5.67039*25°%.

Printed 06/27/2016. Date available (12/26/2006). MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2267, p. 0306, MSA_CE63_2226

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3590.00 fact to a point on the westerly side of Paint Branch thence to include a part of the lands to be acquired for Paint Tranch Park Thit No. Four, 7.65°C7'M, 110.50 feet, N.86°37'M. 198.00 feet S. 57°35'M. 201.35 feet, N.56°25'M. 398.24 feet, N.39°35'M. 75.00 feet, N.50°C1'M. 116.52 feet, S. 50°C1'M. 116.52 feet, S. 50°C1'M. 116.52 feet, S. 64°C1'M. 33.00 feet, N.56°55'15'M. 330.00 feet N. 57°C1'M. 558.29 feet thence leaving said park lines and creasing the lands of Contes Sand Gravil Company Lends N.56°L7'30'M. 3530.00 feet to the place of centing. Constlining One Eundred and Einety Seven (197.60) Acres of land more or less.

CLAUGE II

GIRERAL PURPOSES OF COUNTYTONS

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 insultable materials; to insure adequate and reasonable development of said property; to emergrance the erection of attractive improvements thereon, with appropriate locations thereof on building pites; to prevent haphasant and inharmorfous i troven in to Suilding sites; to secure and maintain projer pat-sucks from stroots, and adequate free scaous between shrinteris; to control, through northrowns attendents, the under reable aspects of incustrial operation; and in canerol to provide adequately for a high type and quality of inprove tent in haid property to insure that the use of much building site riplimat affect adversely the General Plan For the physical development of the laryland-lashington Regional District in Contoner County, anglant, as embodied in the Loning Ordinance for said Pistrict and in any laster Plan or portion thereof adopted by the Maryland-Mational Capital Park and Planning Complanton, and that such use will not allect adversely the health and safety of residents or workers in the area and will not be detrimental to the use or development of adjacent proporties or the general neighborhood.

CLAUSE III CZYLJAL NESTRICTICYS

MONTGOMENY CONNTY CIRCUIT COURT (Land Records) CNW 2287, p. 0309, MSA, CE63_2225. Data available 02/28/2008. Printed 06/27/2016

1. SETTACKS

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

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front setback less than 100 feet fron 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 coverin; such as flowers, ornamental shribs 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 PARTIES

- (a) The total assent of land scenned for all principal and accessory buildings or simultures shall not exceed 35% of the area of the lot.
- (b) The total amount of floor space of all principal and accessary buildings shall not exceed 1,0% of the area of the lot.

3. UPI -STIELT PARALHO

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

- (a) One perking space for one vehicle for each 2 persons employed on the largest and second largest shifts embined.

 Stace for one vehicle shall contain at least 100 square feat exclusive of drives and alsles. All drives and parting areas shall be surfaced with a titu inous or other dust-free surface.
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as building or atmeture shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications and plat sian showing the idention of such improvements on the particular building site, have been submitted to and as ravel, in writing, as to conformity and nemerony of external deal of the emisting atmediates in the development and as to location of the increase tent on the unitaing site and as to location of the increasents with respect to topography, grade and finished ground elevation, by prentor or their essigns.

6. OFFSICE SPORAGE RETURNED IN

The outside storets of bulk commodities shall be confined to adressed locations approved by the branton. No storets le permitted in the front yard, nor in a side yard of a corner lot.

to remain upon any part of the presenty outside of buildings.

7. SIGH STAUMARDS

MONTGOMERY COUNTY CIRCUIT COUNT (Land Record 1) CMW 2287, p. 0311, MSA, 1263, 2225. Date ave Lep 02/28/2008. Printed 06/27/2018

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 bundred (100) square foot 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) HOISE

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 Heter and an Octave-Pand 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 Heasurement of Toise and Other Bounds, 224.3-1764; American Standard Specification for an Octave-Pand Filter Set for the Analysis of Poise and Other Sounds, 224.10-1755; and American Standard Hethod for Specifying the Characteristics of Analyzers Dead for the Analysis of Sounds and Vibrations, 224.15-1955.

TABLE 1. January Permissible Sound-Pressure Levels Measured at the Property Line

Frequency Fund Cyclus per Jecond	Sound Fronzure Le	rel. Decibela e
2: -7:	7 a to 15 F.M.	10 F.h.to 7 A.M.
75-130 150-300	71. 59	1.7
300-600 600-1,200	46 42	11
1,200+2,100 2,100-1,500 4,500-10,000	37 36 33	91

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 decides levels cited in Table I.

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

Character of Folse	Correction Factor in Decibels
Noise of impulsive character (harmoring, etc.)	minus 5
Noise of periodic Character (hum, screech, etc.)	minua 5

MONTGOMERY COUNTY CIRCUIT COURT (Land Recents) CKW 2267, p. 0312, MSA_CE89_2225, Date #wifethe 02/29/2008, Printed 06/27/2016.

(b) ELECTRONAGRETIC INTERPERENCE

Definition: For purpose of these regulations, electromagnetic disturbances which are denoted by the use of electromagnetic disturbances which are generated by the use of electromagnetic energy which interfers with the proper operation of electromagnetic energy which interfers with the proper operation of electromagnetic receptors of quality and proper design.

Re 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 extransication, experimentation, esternaisment, broadcasting, heating, navigation, therapy, vahials valuelty measurement, weather survey, mirereft 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 regulations regulations and sources of electromagnetic radiation. Further, said operation in compliance with the Federal Communications Commission regulations shall be problished if such radiation causes an absorbal legradation in performance of other electromagnetic radiations or electromagnetic receptors of quality and proper design because of promitity, primary field, that betting, sparings re-radiation, conducted energy in power or telephone systems or manuscing potents.

The determination of a normal degralation in performs set and "of quality and proper tesign" shall be made in accordance with soci engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Paint Engineers, and the Engineers, and the Engineers Relevation Manufacturer: Association.

Recognizing the special nature of many of the operations which will be conducted because of the research and educational neutrition, it shall be prohibited for any person, firm or componition 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 wants, without the express approval of the Grantor.

(c) RADISACTIVE ENISSION

MONTGOMERY COLINTY CIRCUIT COURT (Land Records) GRY 2267, p. 0313-M9A-CEG3_2225. Date available 02/26/2003. Printed 08/27/2018-

Users of redirective materials and other sources of rediction shall not controvene the practices recommended by the fational Committee

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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 scenge or industrial waste into any stream. All methods of savage and industrial waste treatment and disposal shall be approved in writing by the appropriate office of the Mater 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, fire or exponentian shall permit the emission of any species from any source whatever to a lensity preater than that density described as No. 1 on the Fingelman Chart as prolimbed by the United States Bureau of Mines, provided that the following exceptions shall be permitted: specks, the shade or appearance of which is equal to but not deriver than No. 2 of the Ringelmann Chart for a period or periods agarements four minutes it any 30 minutes. These provisions, applicable to visible gray specks, shall also apply to visible space of a different color but with an equivalent apparent opacity.

Method of Thesurement. For the purpose of grading the denoity of omohe, the Ringelman Chart, as published and used by the United States Bureau of Mines, which is hereby made a part of these ownerants, shall be the standard.

ROCC (1)

He emission of a jestical to odors sutside the lot lines small be permitted, except during periods when broadens of equipment courts such as to make it evident that the emission was not reasonably preventable.

9. FOREST BUFFER RESENATION

There shall be received as a natural buffer between the I-1 and I-2 tracts of the land covered by these covenants, a parties 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.

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10. FROMBIED USES

The following uses shall not be parmitted in the I-2 sone:

- . 1. Auto wrecking or salvage yard.
- Any industry whose function is to receive, store, close, bale, reduce and/or soll used or sorap materials, such as waste or surap paper, rage, scrap metals, bettles or junk.
- 3. Fuel cales yard.
- 4. Deep or sanitary fill.
- Commercial outloor recreation uses such as: awiming pool, movid theatre, shooting range.
- 6. Steel mill.
- 7. Cake oven.
- 5. Distillation of real, tar or week.
- 5. Manufacture of pickle solerars at and vinepar.
- 10. Steam power plant.

TABE TV

HEIDE 4 ELLAVATIONS CONTROL

(A) Control of Dust

All equipment used for the production of sand and gravel shall be constructed, maintained and operated in Auror a wanter as to which are to make as the entire or distribute or dust which are industrials or distribute in the property of the Management Tabastrial Pauls or to persons like in the vicinity.

(h) Access Real

Gravel pit access rend shall be provided with a dustless surface from the new Houte 29 to the scale house and such read surface shall be properly maintained by the operator luring the operation of the pit.

(=) Raba_ilitation

1. Timing

MONTGOMERY COLINITY CIRCUIT COURT (Land Records) CKW 2267, p. 0316, MSA_CE83_2225, Date available 02/26/2008. Printed 06/27/2016.

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

2. Recenteuring and Lateral Support Slopes

Arons from which gravel has been removed shall be reconstituted as as to eliminate unsightly remains and encourage natural vegetation to reagreer. 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 mover.

3. Planting

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

4. F111

No ederous emterials shall be used for filling purposes.

(d) Perference Bond

MONTGOMERY COUNTY CIRCUIT COURT (Land Reports) CKW 2287, p. 0316, MSA_CEB3_2226, Date available 02/28/2008, Philad 06/27/2016.

the operator shall post a performance bond to guarantee restoration of the land covered by this equenant, 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 expressest. 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 the notice to operator and Currety Company, and charge the count to the Dursty Company.

V SEUALD

GENERAL APPLICATION

- (a) These coverances small secure effective upon the approval of Mostley Application 3-198 and the reclassification of all of the said land into the soning classification known in the scaling ordinance now applicable to said land as the I-2 sone, and this declaration of coverants shall have no effect unless the said land in so reclassified into the I-2 sone.
- (t) Subject to the foregoing, these coverants 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 coverants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the them owners of the lots created cut of maid land it is agreed to change said coverants in whole or in part.

FR2267 1919317

- (c) The covenants herein set forth shall run with the land and bird the present owners, their successors and assigns, and all parties · claiming by, through or under it shall be taken to held, agree and covenent 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 hand shall have the right to mue 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 Lucages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to erforce any of the restrictions herein set forth at the time of its vicinties, shall in no event be deemed to be a walver of the right to do so as to any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lies or any mortgage (or due of trust) made in good faith and for value.
 - (d) Frequent, in this declaration, approval must be drained from the Granter, such approval shall be obtained from a Lord of Trusteer here'd greated, and such Hoard of Trustees shall be compared of the following persona:

A regressioning to be appointed by the President of the Controller of Country Theorem of Country Country Theorem of Country. A representative of the Controller and Stravel Co., and an Architect or Civil Englacer registered in the State of Naryloud to be selected by the other two numbers. The vote of the majority of the Brand of Trustees shall control.

In the event ta, technical study or assistance is required, the said Board is anthorized on behalf of the Grantor to retain the services of any engineers or specialists necessary for conducting the said attady. In the event it is determined that there has been a violation of any of the sold 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 covernors and all costs incident to such enforcement or studies shall be at the expense of the Violator.

TH TESTEMENT THEREOF, the said CONTENT CARD & CRUTEL COMPANY, INC.

MONTGOMENY COUNTY CIRCLIT. COURT. (Land Rooms) CKW-2287-pt-0317; MSA, CER3, 2225. Date available 02/26/2008. Printed 08/27/2016.

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

Enter Sand v Genel Company, Discourse Sand v Genel Company See

Attest;

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKN 2287, p. 0318, MSA, CE63_2226, Data avellable 02/2008, Printed 06/27/2018.

Homen Coursely

Signed and souled in the presence of

The Day Red

COUNTY OF MARY AND) to wit:

I EMERY CERTIFY that on the 10 M day of October, 1995, before the subscriber, a Motory Public in and for the above jurisdiction, personally appeared Isadere Catelaky and Honer Cutelaky, 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 COTIEE TAND AND GRAVEL COMPANY, INC., Corporation, and that said Isadere Gudelsky, as such President, being authorized at to do, enemied the foregoing instrument for the purposes therein contained, it significates name of the Corporation by himself as President.

Tiven under my hand and send this 101" int of October, A.D. 1356

Charles J Hands Bottom

I, Hower Gudelsky, Secretary of COVEN SAND AND GRAVEL CORPANY, INc. do hereby certify that the aforegoing deed was executed in strict COMPANY, INC. of the Board of Directors of the enit COMPAND AND GRAVEL COMPANY, INC., a Corporation organized under the last of Maryland, passed at a duly called meeting of said formora, tion, held on October 10, 1955.

TRAIRE GOOLSKY

Denie to Blat Leaven Silver tomis Blde Sil ton Fal. 11-13-56 Recorded Oct. 17th, 1950-at-2:15 P.M. THIS DECLARATION made this 10th day of October 1956, by CONTEL SAME & GRAVEL DO PARY, INC., hereinafter called the Grantor. dI ... SEL ! WHEREAS, Granton is the owner of the roal property described in Clause I of this Declaration, and is desirous of subjecting the real property described in Clause I to the conditions, coverants, restrictions, reservations and casements hereinafter set forth, each und all of silen 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 noishborhood and each owner thoract and small tours to the benefit of and pass with mail personter described property of Grantor and car and every parcel thereof and soull also laure to the tenefit of and page fits cold atjacontinuoration and properties in the general establishment and each and overy parcel thereof and shall apoly to and bind the succession in interest and any ones thateni. Now, "HEREFOLD, Contee Cent + Stavel Conjung, Fro., hereby designed that the real or perty described in and reduced that Charge I hereof, is and shall be, held, transferred, MONTOOMERY COUNTY CIRCUIT COURT (Land Records) CKN 2287, p. 0319, MSA, CEBS, 2225, Date available 02/28/2008; Printed 06/27/2016. sold, convered and occurred misject to the could man, coverante, mestrautions, reservoidens and assource descending mot Chitte. ---THE PROPER COURSE OF THE PROPERTY AND ADDRESS OF THE PROPERTY The real property water is, and small be, recognit, transderret occupied and sold subject to the conditions, or we amits, restrictions, reservations and essentations set forth become is located in the County of Controllery, State of Maryland, and is more particularly described as follows, to-sit: Resiming for the same at the besiming of a conveyance from Conten Send and Gravel Corpany Inc. to William is Mademer Sr., Inc., for 191.4776 weres of land and recorded about the land records of Contrology County, Saryland in Liber 1376 at folio 272, themse with the first line 1.77936:50%. L20.13 feet, thence on a prolongation of said line 1.73936:30%. Solve to the end of the first line of the above said land thence with the 6th, 7th, 8th and part of the 5th lines 5.15007:15%5. 791.19 feet, 5.86948:55%. 774.71 feet, 5.20028: L6%2. 325.23 feet, 8.65012:17%2.

115.15 feet thence leaving said line and crossing said land to include a part thereof and also part of the lands as convayed by William H. Receney Jr., to Contee Sand and Gravel Company for 139.767 Acres and recorded in Liber 1339 at folio 361, a nd also to include a part of the lands as conveyed to William H. McCeney for 71.658 Acres of land and recorded in liber 2010 at folio 528, \$.5601713074. 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 Wint Ho. Four, N.5700.1359.290.00 feet thence ".c101816594. 330.00 feet thence lawing said Paint Branch and crossing the proposed park line H.5301513078. 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 Hundrad Feet East of the easterly line of caid Cedarcroft Property, N.360521689. 689.00 feet thence on a line Southerly and Two Hundrad Fifty Feet Cross the center line of the new Columbia Pike Route thenro on a line boutherly and two hundred Firty Feet from the center line of the new Columbia Pike (Noute \$29) on a curve to the right having a radius of 2064.77 feet for a distance of 305.00 feet thence 1.59231136 p. 1220.6 feet to the end of 636.14 feet on the Eth line of the aforementloned 139.767 Acres on the fin line of the elementioned 199. (of Acres Tract thence with the remaining part of said line 5.3501 (2005). 580. (O feet to the place of beginning Containing One Bundred (10.00) Acres of land more

CL. TE II

Garabal Puareens of confirms

The real property described in Classes I heroof is subjected to the conditions, coverants, restrictions, reservations and case state hereby declared to insure proper uso and appropriate development and improvement or each building site thereof; to protect the owners of boilding sites against any use which may depreciate the table of their property; to short against the erest on thereon of structures built of improper or uncultable materials; to incure adequate and reasonable development of said property; to encourage the erection of aftractive improvements thereon, with a propriete locations thereof on buildin sites; to prevent herbezard and inharmanious improvement of building sites; to secure and maintain proper set-backs from streets, and selequate from staces between structures; to control, through performance standards, the undesirable aspects of infratrial operation; and in jen ral 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 Lontgomery County, Maryland,

oprze/2008. Printed 06/27/2018.

COUNTY CIRCUIT COURT (Land Records) CKW 2267, p. 0320, MSA_CEB3_2226. Date evaluate

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as embodied in the Zoming Ordinance for said District and in any laster Plan or portion thereof adopted by the anylandamational Capital Pers and Flanmin. Commission, and that such use still not affect adversely the health and marety of real-dents or workers in the area and will not be detricantal to the use or development of adjacent properties or the general neighborhood.

CLASSE ELL

3. EFAL FLOT LOTTONS

1. STRANTS

Front: (a) He building or other stricture shall have a front setback less than 200 feet from the front right-of-may line of any private or relicity dedicated etreet or read. Any building paralleling south 20 shall have a minimum front note task of no less than 250 feet from the said right-of-may line or houte 24. Except for natessary walks, drives and timiner parking fills in no event shall be more than 1,00 of the front yard stem, the front ford area shall be placed in processor and reliable pround covering 5 on an flowers, ordered.

pide: (b) to building or other structure shall have a side yard authors of less than 50 feet from the adjoints project; line once it buildings or atmostrate located or conversition shall have a side yard methank equal to bis deems said requirements set forth in sub-section A. Any building or atmostrate adjoining the eastern boundary of Colarageoff Sails trains of all have a side yard setback of not less than 20 feet, train or list-free applies of all cover yard.

Rear: (c) To building or other structure shall have a

rear part setback of less than 50 feet provided that any resp pard 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 pard.

Z. TATE TO SUITERS HALLOS

MONTOOMENY COUNTY CIRCUIT COURT (Land Records) CKW 2267, p. 0321, M9A, CE63_2225, Date available 02/24/2008. Printed 06/27/2016.

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

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

3. OPP-STREET PAPKING

- . 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 slifts combined. Some for one vehicle shall contain at least 100 square feet exclusive of drives and misles. All drives and parking areas shall be surfaced with a biturinous or other dust-free surface.
- (b) One parking space for each company-outed or operated truck or motor vehicle. This shall be an addition to parking space for explored typhicles.
- (c) In middle one logarithms of the total parking spaces provided for analogues shall be provided for violetra or c'atoms parties. The visitors parking area may be located in the front yard in accordance with section 1 (a).
- (4) Space for the workin of fronth and delivery tracks during any time in which the off-street loadin facilities are insufficient to handle all tracks wenter to load or a load.

4. DEP WINDS TO DUTY TO THE PARTY

Off-street loading space shall be provided on the basis of sides for unloading one front for the first 10,000 square feet of floor space for each succeeding 20,000 square feet of floor space. Truck loading space shall have a minimum horizontal width of 10, feet, a minimum formiontal depth of 10 feet and a minimum overhead clearance of the feet. Floor area shall be defined as all floor space used for storage and industrial operations. All unloading space shall be surfaced with a bituinnous or other dist-free surface.

To loading doc'ts ray face on any street frontage.

5. MINTED AND EXCAVATIONS CONTINUES

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

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

6. HEIGHT OF STRUCTURES CONTACTS

To structure or building shall exceed his feet in height, provided, however, that a water tower, standally distain for elevator equipment or ventilating fine, or serials or extenses, or similar attractures, may exceed this height upon the written approved of the draiter.

7. AREMOTAT 3: SITE AND THE TWO PLANT

teroi on any hadron site in said development until the belief or other improvement plans, specifications and plant plant, specifications and plant plant, specifications and plant plant untility site, have been substituted to under proved. In unities, as to comformity and hereaft of external design with existin secretaries in the development and as to location of the improvements on the calledge of and as to location of a count of the improvements of the and as to location of a count of the improvements of the calledge of the count of the improvements of the calledge of the count of the improvements of the calledge of the count of the improvements of the calledge of the count of the calledge of the calledg

F. 6 TAND DESCRIPTIONS

The outside storage of bulk on collisis sold by confined to servened locations seproved by the drawtor. No score is a permutted in the front pure, nor in a side year of a construction.

To wante material or refuse may be sumped or presisted to remain upon any part of the property outside of buildings.

5. SIGH STANDARDS

To billboards or advertising signs other than those identifying the mane, business and products of the passon or fire occupying the presides shall be permitted, except that a temperary sign not to exceed one hundred (100) square fact in size offering the presides for sale or lease may be permitted.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2207, p. 0323, M8A, CE63_2226. Date eveltable 02/20/2008. Printed 06/27/2019

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

(a) HOISE:

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 frequencey cited in Table I or medified 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 a groved by the American Standards Association, which are hereby ate a part of these covenants by reference; American Standard Sound Level stors for Measurement of Poise and other bound, 424,3-1944; American Standard Specification for an Octave-Band Filter Set for the Analysis of Moise and Other Sounds, 424,10-1953; and American Standard Totad for Specifying the Characteristics of Analysers Used for the analysis of Counds and Vibrations, 124,15-1955.

Table 1. Haximum Permissible Sound-Projecte Levels iconsured at the Property Line

	Cound Pressure Level	Decibels Re 0.0002
	7 a to 10 P.M.	10 P.M.to 7 A.H.
2 -75 75-150 150-100 300-600	74 52 54	69 51. 47
696-1,200 1,200-2,400 2,400-1,856 4,856-10,000	42 29 36	31

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 Pactors for Intermittent, Impulsive or Infrequent Hoise

Type	qſ	Ope	re	tion	or
Cha	CAC	or	of	Nois	le.

Hoise of impulsive character (hammering, etc.)

Hoise of periodic character (hum, screech, etc.)

Correction Factor

minus 5

minus 5

(b) ELECTRON AGELTIC INTERFERENCE

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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.

To person, firm or corporation shall be permitted to operate, or cause to be operated, any planned or intentional source of electromagnetic radiation for set purposes ha co .munication, experimentation, entertainment, broadcastint, Leating, navigation, t erapy, vehicle velocity measurement, weather survey, mircraft dutestion, topographical survey, personal pleasure, or any other use directly or indirectly associated with these propess which does not comply with the ourrent regulations of the rejeral Communications Co.vission regulations recording such sources of electromagnetic radiation. Purther, said operation in compliance with the Federal Communications Co-mission regulations shall be prohibited if a tob radiation causes an abnormal de radation in conformace of other electromagnetic radiators of electrica polic reso, tors of quality and proper design because of protinity, or :tar field, blacksting, specious re-radiation employed energy in gewer or teleptions statums or Lamania confort.

The determination of Walker al Segradation is post succession and Sof quality are proper desired shall be made in accordance with pand entirecess, practices as defined in the latest principles and standards of the American Institute of Classifical Engineers, the Enstitute of Madio An inserts, and the adio-allectronics-relavision anufacturers association.

Recognizing the appeals I 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 comporation 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 1900 watts, without the express approval of the Greater.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records), CHW 2781, p. 0328, MSA, CE83, 2226-Date available 0228/2006, Printed 06/27/2016.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2287, p. 0328, MSA, CE63, 2228, Data inv. 16th 02/28/2008, Pirhad 06/27/2018.

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(c) RADIOACTIVE ENISSION

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

(d) IMPROTRIAL SEWACE WASTE

There shall be no discharge of treated or untreated sewage or industrial waste into any stream. All methods of sowage 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 Marylan and must be filed with the Hontgomery County Department of Inspection & Licenses prior to requesting a building permit or pertificate of occupancy for industrial use.

(a) <u>SHOP</u>

There shall be no emission permitted of any a oke 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.

(r) DUST, DIST, AND PLY ARE

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

11. FCREST BUFFER RESERVATION

There shall be reserved as a entural buffer between the I-1 and I-2 tracts of the land covered by these coverants, 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. PROBLEM USES

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

- 1. Auto wrecking or salvage yard.
- Ary industry whose function is to receive, store, clear, bale, reduce and/or sell used or serap materials, such as waste or serap paper, rags, scrap metals, bettles or junk.
- 3. Fuel sales yard.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) CKW 2267, p. 0327, MSA_CEG3_2226. Date evaluable 02/26/2008. Printed 06/27/2016

- 4. Dump or sanitary fift.
- Commercial cutdoor recreation uses such as: swiming pool, movie theatre, shooting range.

TABLE W

GENERAL APPLICATION

- (c) These coverents shall become effective upon the approval of Zoning Application 5-57 and the reclassification of all of the said land into the raning almostfication known in the zoning ordinance now applicable to said land an the I-1 zone, and this declaration of coverants shall have no effect unless the said land is so reclassified into the I-1 zone.
- (b) Subject to the foregoing, these ecvenants 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 coverants shall be autoratically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots created cut of said land it is agreed to change said coverants 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

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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 mardatary, 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 univer 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.

(4) Thenever, 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 Montgenery County Chamter 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 wate 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 TESTINGHY MHEREOF, the said CONTES SAID & GRAVEL COMPANY, INC. has on the $\frac{\sqrt{2}}{2}$ day of October, A.D. 1956, caused these presents to be

· 2267 ## 329

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

CORDER SAND & GRAVEL COMPANY, INC., INC.,

Attest;

MONTGOMERY COUNTY CRECUT COURT (Land Records) CKW 2287, p. 0329, MSA, CE63_2225. Date seetlable 0728/2000. Pained 06/27/2015.

Homes Guessey

Signed and sealed in the presence of

THE MAR RAS

STATE OF MENTAGE } to wit:

I MARINY PERTIFF that on the ... any of October, 1974, before the subscriber, a Motary Public in and for the above jurisdiction, persually appeared leadore Guielsky and Honor Guielsky, who have been actificatorily proven to be the persons whose names are subscribed to the inflatorily proven to be the persons whose names are subscribed to the inflatorily, who askendedged themselves to be President and written instrument, who askendedged themselves to be President and written instrument, who askendedged themselves to be President, outline persualty, of Cover Salesky, as such President, using persualty, and that said leaders Chiefsky, as such President, using a through a subscribed so to do, elected the purposes authorized so to do, elected the purposes authorized so to do, elected the purposes authorized contained, by single the purpose of the Cover to by himself as therein contained, by single the purpose of the Cover to by himself as therein contained.

SIVEN under my hand and real this in the day of Cotcher, A. 2 1956

CAPROLITATION OF HALLO

I, Homer Godelsky, Secretary of COMPSE SAID AND GRAVAL COMPSEY, The, do berery certify that the aforegoing deed was executed in strict compensation with a reactuation of the Beard of Directors of the said Compse formity with a reactuation of the Beard of Directors of the said Compse formity with a reactuation of the Beard of Directors of the said Compset the State of Enryland, pussed at a duly called meeting of said Compset the State of Enryland, pussed at a duly called meeting of said Compset tion, held on October 10, 1976.

HOMES GOESEN

Reite

TERMINATION OF COVENANTS

THIS TERMINATION O	F COVENANTS (this "Termin	ation") is enter	red into and
effective as of the day	of June, 2016, by GLOBAL	LIFESCI DEV	ELOPMENT
CORPORATION, a Maryland corp	oration, MONTGOMERY COU	NTY, MARYL	AND, a body
corporate and politic, and TI	IE MARYLAND-NATIONAL	CAPITAL P	ARK 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. <u>Termination</u>. 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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. <u>Further Assurances</u>. 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. <u>Construction</u>. 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.

Jonathan M. Gann	GLOBAL LIFESCI DEVELOPMENT CORPORATION, a Maryland corporation By: Name: John Gudelsky Pitle: President Date: June 7, 2016
* *	*
STATE OF MARYLAND * COUNTY OF Howard *	to wit:
I HEREBY CERTIFY that on this 7 subscriber, a Notary Public in and for the Sta JOHN GUDELSKY, who has been satisfactor subscribed to the written instrument, who ackn LifeSci Development Corporation and, being autl Global LifeSci Development Corporation for the	rily proven to be the person whose name is owledged that he is the <u>President</u> of Global norized to do so, executed the same on behalf of
WITNESS my hand and Notarial Seal.	Leede Pace Pottosotary 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. MONTGOMERY COUNTY, WITNESS: MARYLAND, a body corporate and politic 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.

Notary Public

WITNESS my hand and Notarial Scal.

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:
Approved as to form and legal	ity on behalf of the Commission
Name:	
Title: Date:	
	* * *
STATE OF	14
COUNTY OF	* to wit:
Public in and for the jurisdic	f, 2016, before me, the subscriber, a Notary etion aforesaid, personally appeared
known to me (or satisfactorily instrument, who acknowled Maryland-National Capital P	ged that he/she is of The ark and Planning Commission and, being authorized to do so, of The Maryland-National Capital Park and Planning Commission
WITNESS my hand ar	nd Notarial Seal.
	, Notary Public
My Commission Expires:	

ATTORNEY'S CERTIFICATION

	e foregoing instrument was prepared by or under the orney duly licensed to practice before the Court of Appeal.
of Maryland.	
	William M. Hoffman, Jr.