MEMORANDUM

TO: Montgomery County Planning Board

FROM: Carol Rubin, Principal Counsel

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

WITNESSES

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 hereinafter 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 33.873 acre tract as described in Liber 2300 at Folio 274

2. All of that 47.908 acre tract as described in Liber 2157 at Folio 181, and
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. S 75°20'48" W 328.64 feet
3. S 33°58'55" W 473.30 feet
4. S 30°00'00" 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 81°45'00" W 693.25 feet
6. S 81°45'00" W 2158.63 feet to intersect the west line of proposed Paint Branch Park, Unit No. 4, thence with the lines thereof
7. N 24°17'40" W 584.92 feet
8. N 09°57'20" E 497.49 feet
9. N 77°26'20" 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 Farm
10. N 67°39'25" E 2010.65 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 59°23'15" E 921.09 feet
16. S 35°09'31" E 406.24 feet
17. S 25°24'37" E 156.23 feet to Cherry Hill Road, thence with said road
18. S 05°53'08" E 1140.97 feet to the place of beginning, containing 133.1 acres of land.
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. 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.
(b) No building or other structure shall have a side yard setback of less than 30 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.

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

2. LAND TO BUILDING RATIO
   (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 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 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
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>
<thead>
<tr>
<th>Frequency Band (Cycles per Second)</th>
<th>Sound Pressure Level (7 A.M. to 10 P.M.)</th>
<th>Decibels Re 0.0002 dyn cm²</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-75</td>
<td>74</td>
<td>69</td>
</tr>
<tr>
<td>75-150</td>
<td>59</td>
<td>54</td>
</tr>
<tr>
<td>150-300</td>
<td>52</td>
<td>47</td>
</tr>
<tr>
<td>300-600</td>
<td>46</td>
<td>41</td>
</tr>
<tr>
<td>600-1,200</td>
<td>42</td>
<td>37</td>
</tr>
<tr>
<td>1,200-2,400</td>
<td>39</td>
<td>34</td>
</tr>
<tr>
<td>2,400-4,800</td>
<td>36</td>
<td>31</td>
</tr>
<tr>
<td>4,800-10,000</td>
<td>33</td>
<td>28</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Type of Operation or Character of Noise</th>
<th>Correction Factor in Decibels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noise of impulsive character (hammering, etc.)</td>
<td>minus 5</td>
</tr>
<tr>
<td>Noise of periodic character (hum, screech, etc.)</td>
<td>minus 5</td>
</tr>
</tbody>
</table>

(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 regulations 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

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) **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.
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. Contouring and Lateral Support Slopes - Areas from which gravel has been removed shall be contoured 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 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-
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 Comtee 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 COMTEE SAND AND GRAVEL COMPANY, INC. has on the 1st 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:

[Signature]

Secretary

COMTEE SAND & GRAVEL COMPANY, INC.

[Signature]

By President

Signed and Sealed in the Presence of
COUNTY OF MONTGOMERY
STATE OF MARYLAND

I HEREBY CERTIFY that on the 14th 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 CONTTEE 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, 1965.

Notary Public

I, Charles F. Haugh, 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.

Secretary
VIRGINIA, 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 mentioned and set forth, for the benefit of and 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
be to the benefit of and pass with said hereafter described
property and each and every parcel thereof and shall also
be 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 aid the
consummation of interest and any other thereof.

THAT, CONTINUED, Contoso Gravel Company, Inc., hereinafter
being understood that the real estate described in the
exhibit to this instrument is not shall be, held, transferred,
or conveyed and occupied 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 at the same at the end of 11,27 feet on the 2nd line of a convergence to E. H. Honen
Jr., Esq., for 1/4,60 feet of land and recorded across the real records of Montgomery County, Maryland
in Liber 1399 at folio 276 where with the lines of
said convergence 5.6913/7Y, 50.00 feet, 2.615 feet
38Y, 1069.22 feet, 0.13871Y, 48.35 feet thence
1.085012, 0.2500 feet, 1.826211Y, 1284.25 feet
thence crossing said land and also part of the land
conveyed in Liber 1339 at Folio 501 and Liber 2010
at Folio 208 and Liber 2007 at Folio 904, 5.6913/7Y,25'.
2267 (no. 309)

390.00 feet to a point on the westerly side of Paint Branch trench to include a part of the lands to be acquired for Paint Branch Park. Thence to four 10.00 feet. 114.40 feet. 1,869.90 feet. 188.00 feet 4. 573.85 feet. 201.35 feet. 5. 792.05 feet. 199.52 feet. 6. 929.15 feet. 15.00 feet. 7. 10,00 feet. 11.25 feet. 8. 128.79 feet. 185.40 feet. 9. 351.18 feet. 13.00 feet. 0. 900.00 feet. 157.00 feet. 12. 250.00 feet. 0. 790.00 feet. 153.00 feet thence leaving said park lines and existing the lands of the Henneman Land and Gravel Company. Lands 8.56 acres 7.10 acres. 390.00 feet to the place of beginning. Containing One Hundred and Thirty Seven (197.00) Acres of land more or less.

CHAPTER 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 insures 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 thereof of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereof, with appropriate locations thereof on building sites; to prevent illegal and unattractive improvement of building sites; to secure and maintain proper set-backs from streets, and adequate size and open space 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 Belair-Westminster Regional District in Montgomery County, as embodied in the Planning 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

CONDITIONS

1. SEPARATE:

(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 coverings, 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. LLot 70 BUILDING CODE

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

[b] The total area of floor space of all principal and accessory buildings shall not exceed 10% 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 each 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 suitable 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 spaces 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 40 feet, and a minimum clearance above 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 LAYOUT AND PLANNING PELT**

No building or structure shall be erected, placed or altered on any building site in an development until the building or other improvement plans, specifications and plats shall indicate the location of such improvements on the particular building site, have been submitted to and approved by, in writing, as to conformity with the policy of external use 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 City or their designee.

6. **STORAGE OF WASTE MATERIALS**

Waste storage of bulk commodities shall be located in secure locations approved by the Council. No storage is permitted in the front yard, nor in a side yard of a residence.

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

7. **NO BILLBOARDS**

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. PERMIT MODEL STANDARDS

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

(a) 8.7.1.5

The sound-pressure level of noise radiated from any 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, Z24.10-1953; and American Standard Methods for Specifying the Characteristics of Analyzers Used for the Analysis of Sounds and Vibrations, Z24.15-1953.

<table>
<thead>
<tr>
<th>Frequency Band</th>
<th>Sound Pressure Level, Decibels at 1,200 cpm</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 - 70</td>
<td>96</td>
</tr>
<tr>
<td>70 - 100</td>
<td>89</td>
</tr>
<tr>
<td>100 - 200</td>
<td>82</td>
</tr>
<tr>
<td>200 - 400</td>
<td>69</td>
</tr>
<tr>
<td>400 - 1,200</td>
<td>59</td>
</tr>
<tr>
<td>1,200 - 2,500</td>
<td>40</td>
</tr>
<tr>
<td>2,500 - 5,000</td>
<td>32</td>
</tr>
<tr>
<td>5,000 - 12,000</td>
<td>24</td>
</tr>
</tbody>
</table>

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>
<thead>
<tr>
<th>Type of Operation or Character of Noise</th>
<th>Correction Factor in Decibels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noise of Impulsive character (hammering, etc.)</td>
<td>minus 5</td>
</tr>
<tr>
<td>Noise of periodic character (rum, screech, etc.)</td>
<td>minus 5</td>
</tr>
</tbody>
</table>
(b) ELECTROMAGNETIC INTERFERENCE

Definition: For purposes 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 receivers 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 traffic 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 regulating such sources of electromagnetic radiation. Nor shall said operation in compliance with the Federal Communications Commission regulations shall be prohibited if such radiation causes an electrical degradation in performance of other electromagnetic receivers or electromagnetic receivers of quality and proper design because of proximity, primary field, shielding, spurious radiation, radiated energy in power or telephone systems or wherever present.

The determination of "electrical degradation in performance" and "of quality and proper design" shall be made in accordance with past engineering practices as defined in the latest practices and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers, and the Radio-Electronic Telemetric Manufacturers Association.

Recognizing the special nature of many of the operations which will be conducted because of the research and electrical conditions, 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 Senator.

(c) RADIOACTIVE EMISSION

Users of radioactive materials and other sources of radiation shall not contravene the practices recommended by the National Committee
(a) **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.

(b) **SMOKE**

No person, firm, or corporation shall permit the emission of any smoke from any source whatever to a density greater than that designated as No. 2 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 aggregate four minutes in any 30 minutes. These provisions, applicable to visible gray smoke, shall also apply to visible smoke of a different color but with an equivalent apparent density.

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 regulations, shall be the standard.

(c) **ODORS**

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 Zone**

There shall be reserved as a natural buffer between the R-1 and I-2 tracts of the land covered by these regulations 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 1,000 feet. This forest reservation shall remain for as 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, and/or sell wrecked, damaged, or scrap materials, such as waste or scrap paper, rags, scrap metals, bottles, or junk.
3. Fuel sales yard.
4. Drop or sanitary fill.
5. Commercial outdoor recreation uses such as: swimming pool, movie theatre, shooting range.
7. Coke oven.
8. Distillation of coal, tar, or wood.
9. Manufacture of products, manufacture and storage of blasting caps, dynamite, and blasting powder.
10. Steam power plant.

CLASS IV

METHANE EXCAVATION CONTROL

(a) General 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, vibrations or dust which are incidental to, or the result of, equipment of the Montgomery Industrial Park or to persons living in the vicinity.

(b) Access Roads

Gravel pit access road shall be provided with a dustless surface from the new route 23 to the main 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. Recomposting and Lateral Support Dikes

Areas from which gravel has been removed shall be recom- pressed as to eliminate unyielding residues and encourage natural vegetation to reappear. This land shall be graded in terraces to provide large

-8-
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 obnoxious 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, then, 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 County Company, and charge the cost to the County Company.

CHAPTER V

GENERAL APPLICATION

(e) These covenants shall become effective upon the approval of zoning application 2-35 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.

(f) 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 1970, 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.

-9-
(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 and/or 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 enjoin 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 actions for damages, and the failure of grantor and the owner of any other lot or lots of 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 be asserted in any subsequent violation. The violation of these restrictions shall not affect nor render invalid the lien or any mortgage (or trust deed) made in good faith and for value.

(c) Moreover, 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 comprised of the following persons:

A representative to be appointed by the President of the Harford County Board of Numbers. A representative of the Center Line and Gravel Co., and an architect or civil engineer resident 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 engineer or specialist 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 CENTER LINE & GRAVEL COMPANY, etc.,

has on the 4th day of October, A.D. 1966, caused these presents to be
signed by Iosif Gaddalzy, its President, attested by Homo Gaddalzy, its Secretary, and its corporate seal to be hereunto affixed.

COWELL SAND & GRAVEL COMPANY, INC.


Attest:

Secretary

I hereby certify that on the 27th day of October, 1956, before the subscriber, a Notary Public in and for the above Jurisdiction, personally appeared Iosif Gaddalzy and Homo Gaddalzy, who have been satisfactorily proved to be the persons whose names are subscribed to the written instrument, who acknowledged themselves to be President and Secretary, respectively, of COWELL SAND & GRAVEL COMPANY, INC., Corporation, and that said Iosif Gaddalzy, as such President, being authorized as to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

TENET under my hand and seal this 27th day of October, 1956.

I, Homo Gaddalzy, Secretary of COWELL SAND & GRAVEL COMPANY, INC., do hereby certify that the aforesaid deed was executed in strict conformity with a resolution of the Board of Directors of the said Corporation, a Corporation organized under statutes of the State of Maryland, passed at a duly called meeting of said Corporation, held on October 10, 1956.

Secretary

-11-
TEN THOUSAND
HEI IMBAH.

The real property which is, and shall be, reserved, trans-
ferred and sold subject to the conditions, covenants,
reservations, restrictions 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 the same as at the beginning of this conveyance from Coman Serv and Gravel Company Inc.
to William W. Walker Jr., Inc., for 19.77 acres
of land and recorded among the 10th records of
Montgomery County, Maryland in Liber 1266 at folio
272, thence on a prolongation of said line .790' to
350.00 feet to the end of the first line of the above
said land thence with the 5th line, 4th line and part of the
8th line 0.177' 73.91 feet, 74.19 feet, 8.20' 39.2' 1st line
77.74 feet, 2.20' 25.62 feet, 3.00' 18.51 feet, 3.00' 1.5' 10.73 feet.
115.64 feet thence leaving said line and crossing said land to include a part thereof and also part of the land as conveyed by William H. McCann Jr., to Contego Sand and Gravel Company for 139.707 Acres and recorded in Liber 1399 at folio 361, and also to include a part of the land as conveyed to William H. McCann for 71.850 Acres of land and recorded in Liber 2010 at folio 538, 3.556 feet to a point on west side of Paint Branch thence to include part of the land in the proposed Paint Branch Park Unit No. Four, N. 57° 0.139' W. 330.00 feet thence leaving said Paint Branch and crossing the proposed park line N. 57° 0.139' W. 330.00 feet thence leaving said line when passing the property of Cedercroft Sanitarium being one hundred fifty feet southerly from and parallel to said line thence on a line five hundred feet East of the easterly line of said Cedercroft Property, S. 36° 54.382' W. 350.00 feet thence on a line southerly and two hundred fifty feet from the center line of the new Columbia Pike (Route 80) in a curve to the right having a radius of 2,220.71 feet for a distance of 305.90 feet thence N. 5° 24.757' W. 123.40 feet to the end of 350.00 feet on the 3rd line of the aforementioned 139.707 Acres Trust thence with the remainder part of said line N. 57° 0.139' W. 540.00 feet to the place of beginning.

Containing One Hundred Eleven (111.00) Acres of Land more or less.

CLAUSE II

GENERAL PROVISIONS OF CONTENTS

The real property described in Clause I heretofore is subject to the conditions, covenants, restrictions, reservations and easements heretofore declared to ensure proper use and appropriate development and improvement of each building site thereon; to protect the owners of building sites against any use which may depreciate the value of their property; to guard against the erection therein of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements therein, with appropriate locations thereof on building sites; to prevent haphazard and indiscriminate improvement of building sites; to secure and maintain proper setbacks from streets, and adequate fire 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 provided in the Zoning Ordinance for said District and in any master plan or portion thereof adopted by the Farland National Capital Park and Planning Commission, and that such use will not affect adversely the health and safety of residents or persons in the area and will not be detrimental to the use or development of adjacent properties or the general neighborhood.

CHAPTER III

SECTION 10.1

1. SIDEYARD REQUIREMENTS

(a) No building or other structure shall have a front setback less than 100 feet from the front right-of-way line of any street or publicly dedicated street or road. Any building parallel to such street shall have a minimum front setback of no less than 200 feet from the said right-of-way line or to the rear line of any street, except for necessary walks, drives and similar parking. Such in no event shall be more than one-fourth of the front yard area. The front yard area shall be planted in trees or any suitable ground covering such as elms, ornamental shrubs and grass.

(b) No building or other structure shall have a side yard setback of less than 50 feet from the adjoining property line or side street of any building or structure located on another side of the same yard requirements set forth in subsection (a). Any building or structure adjacent to the eastern boundary of Cedarcroft Lane shall have a side yard setback of not less than 20 feet. Grass or asphalt or dust-free surface shall cover yard.

2. SIDEWALK REQUIREMENTS

(a) The total amount of land occupied for all principal and accessory buildings or structures shall not exceed 25% 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

   (a) One parking space for each vehicle for each person 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 truck or other motor vehicle. This shall be in addition to parking space for employment vehicles.

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

   (d) Space for the loading 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 UNLOADING SPACE

   Off-street unloading space shall be provided on the basis of one space for unloading one truck for the first 1,000 square feet of floor space or fraction thereof, and one space for each succeeding 1,000 square feet of floor space. Truck unloading space shall have a minimum horizontal width of 12 feet, a minimum horizontal depth of 15 feet and a minimum overhead clearance of 12 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 EXCAVATION CONTROL

   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.
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 association having jurisdiction over such matters.

6. **Height of Buildings and Structures**

No structure or building shall exceed 50 feet in height, provided, however, that water towers, smokestacks, or similar structures, may exceed this height with written approval of the grantor.

7. **Building and Structure Requirements**

No building or structure shall be erected, altered or altered on any building site in said development until the building, or other improvements, specifications and plat plans, plan, the location of such Improvement to be presented in writing, as to comply with the intent of the declaration and all structures existing on the Improvement site and as to location of any flow sites described in the declaration and as to location of the Improvement on the building site and as to location of a curb cut and drain respects the floodway and flood plain standards established by the U.S. Federal Emergency Administration.

8. **Easements**

The details of all easements shall be contained in the recorded easements approved by the grantor. In such as is described in the front part, and in a side part of a certain lot.

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

9. **Signs**

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-
mittled. All sign locations shall be approved by Grantor.

10. 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 incorporated in these covenants by reference:


**Table I. Maximum Permissible Sound Pressure Levels Measured at the Property Line**

<table>
<thead>
<tr>
<th>Octave Band</th>
<th>Sound Pressure Level</th>
<th>Leq (dB) 6 a.m. to 9 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 - 70</td>
<td>8</td>
<td>67</td>
</tr>
<tr>
<td>70 - 150</td>
<td>9</td>
<td>61</td>
</tr>
<tr>
<td>150 - 400</td>
<td>10</td>
<td>61</td>
</tr>
<tr>
<td>400 - 1,200</td>
<td>11</td>
<td>67</td>
</tr>
<tr>
<td>1,220 - 2,200</td>
<td>12</td>
<td>67</td>
</tr>
<tr>
<td>2,200 - 4,000</td>
<td>13</td>
<td>67</td>
</tr>
<tr>
<td>4,000 - 6,800</td>
<td>14</td>
<td>67</td>
</tr>
<tr>
<td>6,500 - 11,000</td>
<td>15</td>
<td>67</td>
</tr>
</tbody>
</table>

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 decibel levels cited in Table I.

**Table II. Correction Factors for Intermittent, Impulsive or Infrequent Noise**

<table>
<thead>
<tr>
<th>Type of Operation or Character of Noise</th>
<th>Correction Factor in Decibels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noise of impulsive character (hammering, etc.)</td>
<td>minus 5</td>
</tr>
<tr>
<td>Noise of periodic character (hum, screech, etc.)</td>
<td>minus 5</td>
</tr>
</tbody>
</table>

(b) ELECTRO-MAGNETIC INTERFERENCE
Definition: For purposes 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 receivers 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 Federal Communications Commission regulations shall be prohibited if said radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receivers of quality and proper design because of proximity, primary field, blanketing, spurious re-radiation, conducted energy in power or telephone systems or harmonic action.

The determination of "abnormal degradation in performance" and the 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-electronic television manufacturers association.

Excepting 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 thereater.
(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 and Licenses prior to requesting a building permit or certificate of occupancy for industrial use.

(a) DUST

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.

(b) 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.

(c) NOISE

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.
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 2,000 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, hold, reduce and/or sell used or scrap materials, such as waste or scrap paper, rags, scrap metals, bottles or junk.
3. Used parts, yard.
4. Camp or sanitary fill.
5. Commercial outdoor recreation uses such as: swimming pool, drive-in theatre, shooting range.

PLACE IV

GENERAL APPLICATION

(c) These covenants shall become effective upon the approval of Zoning Application 9-457 and the reclassification of all of the said land into the zoning classification known in the zoning ordinance as 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.

(d) 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.

(e) 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 bound, 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 lots 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 Century 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 such 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 CENTURY SAND & GRAVEL COMPANY, INC. has on the day of October, A.D. 1956, caused these presents to be
signed by Imdore Griswold, its President, attested by Homer Dudakley,
it its Secretary, and its corporate seal to be hereunto affixed.

COTTON CAND & GRAVEL COMPANY, INC.

[Signature]
[Stamp]

President

Attest:

[Signature]

Secretary

[Stamp]

Notary Public

[Stamp]

I hereby certify that on the __th day of October, 1956, before
me personally, a Notary Public in and for the above Jurisdiction, per-
sonally appeared Imdore Griswold and Homer Dudakley, who have been and
are now known to be the persons whose names are subscribed to the
within Instrument, who aforesaid, did hereunto affix their signatures
and seal this Instrument for the purposes thereto intended, by signing the name of the Corporation by himself as
President.

I, Homer Dudakley, Secretary of COTTON CAND AND GRAVEL COMPANY, INC.,
do hereby certify that the aforesaid Seal was executed in strict con-
formity with a resolution of the Board of Directors of the said COTTON CAND AND GRAVEL COMPANY, INC., a corporation organized under the laws of the state of Connecticut, passed at a duly called meeting of said Corpora-
tion, held on October 16, 1956.

[Signature]
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 3423 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

By: 

Name: John Gudelsky
Title: President
Date: June 7, 2016

***

STATE OF MARYLAND

COUNTY OF Howard

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.

My Commission Expires: 06.12.20
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  

By:  
Isiah Leggett, County Executive  

***  

STATE OF  

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.

Notary Public

My Commission Expires: 7/6/17  

Claudia M. Cargile
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: ________________________________

Approved as to form and legality on behalf of the Commission

Name: ________________________________
Title: ________________________________
Date: ________________________________

*** *

STATE OF *
* to wit:
*

COUNTY OF

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.