

ATTACHMENT 2

AGREEMENT

This agreement, made this 26 th day of Nov., 1984 by and between 17902 Georgia Avenue Limited Partnership, (hereinafter GALP) and the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission (hereinafter the "Planning Board"):

Whereas, GALP is the owner in fee simple of "Parcel B, Block D, Olney, James N. Barnsley's Addition" ("Property"), more particularly identified on Exhibit "A" attached hereto and made a part hereof, subject to easements, rights-of-way, covenants and restrictions of record; and

Whereas, subdivision of the Property required a review by the Planning Board of the adequacy of the public facilities available to serve the property; and

Whereas, in order to pass the adequate public facilities review, the size, use and operation of improvements to the property must be severely restricted; and

Whereas, GALP and the Planning Board agreed that the Property could be subdivided provided the necessary restrictions were contained in an agreement which shall bind GALP, it's heirs, successors and assigns and which shall be noted on the record plat for the Property; and

Whereas, by the execution of this instrument, GALP intends to create restrictions on the Property necessary to meet the conditions of subdivision approval. The purposes of these restrictions are to limit the use of the Property so that persons and properties will not be harmed by overburdened public facilities. GALP intends that the restrictions created by this instrument shall be binding on GALP, it's successors, assigns, and lessees and on the land and improvements described herein in perpetuity or until released with the consent of the Planning Board.

Now, Therefore, in consideration of the mutual promises and stipulations set forth herein, other goods and valuable consideration, receipt of which is hereby acknowledged, and

in accordance with the approval of the subdivision of the Property and of the premises and the covenants contained herein, the parties, their successors and assigns, hereby covenant and agree as follows:

1. The recitals set forth above are hereby incorporated herein by reference and made a part hereof.
2. Development and use of the Property are restricted to a 5600 square foot dental clinic generating lower than 50 peak hour trips of traffic generation, as specified by the conditions of the Planning Board in Preliminary Plan No. 1-88157.

3. GALP must not build any additional building or add additional floor area above the limitations set forth in paragraph two (2) above, without the successful completion of an adequate public facilities review by the Planning Board pursuant to Section 50-35 (k) of the Montgomery County Code.

4. GALP must notify the Planning Board of an application for a building permit or use and occupancy permit for the Property. GALP must not seek a building permit for the Property that violates the restrictions created herein. In the event permits are sought which violate the restrictions created herein, neither the Planning Board nor the Maryland National Capital Park and Planning Commission need recommend issuance of any such permit, and Montgomery County, Maryland may withhold issuance of any such permit.

5. Representatives or designees of the Planning Board may enter upon the Property from time to time for the purpose of inspection and enforcement of the terms, conditions and restrictions created herein. Wherever possible, a representative of GALP shall be present at an inspection. In the event that the representative or designee determines on the basis of the inspection that the restrictions created herein are being violated, the representative or designee must promptly advise GALP concerning the problem.

6. The Planning Board, The Maryland-National Capital Park and Planning Commission, and Montgomery County, Maryland have the right to bring an action for any legal or equitable relief necessary to enforce the restrictions created herein.

7. Upon request of GALP the Planning Board shall release the Property from these restrictions if it finds that public facilities are adequate pursuant to Section 50-35 (k) of the Montgomery County Code for additional development of the Property. Such a review shall include the public facilities impact of any existing building or use to remain on the Property as well as that of the proposed additional development.

8. This Agreement shall bind and inure GALP, it's successors and assigns. Wherever this Agreement refers to the Montgomery County Planning Board, it shall also refer to any successor agency, if any, who will administer the "Adequate Public Facilities" Ordinance (Section 50-35 (k) of the Montgomery County Code).

10. This Agreement may only be modified in a writing signed by the parties hereto, their heirs, successors or assigns.

IN WITNESS WHEREOF, this instrument has been executed by 17902 Georgia Avenue Limited Partnership and the Planning Board on the day and year hereinafore written.

ATTEST:

[Handwritten signature]

17902 Georgia Avenue Limited Partnership

By: *[Handwritten signature]*
Typed Name: Michael J. Kaminski

Montgomery County Planning Board

[Handwritten signature]

[Handwritten signature]

APPROVED AS TO LEGAL SUFFICIENCY

[Handwritten signature]
MCMPC Legal Department

Date: *[Handwritten date]*

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