

THIS AGREEMENT made this 28th day of December, 1979 by and between LUTHERAN HOSPITAL OF MARYLAND, INC., hereinafter referred to as "Developer", and ROLAND PARK CIVIC LEAGUE, INC., hereinafter called "the League".

WHEREAS, the Developer has acquired an option to purchase certain property known as the Roland Park Country School property, consisting of approximately 8 acres located north of 40th Street, and west of Kittery Lane; and

WHEREAS, the Developer proposes to use said property for the purpose of constructing and operating a life care residence community for the elderly, in which community the Developer will provide not more than 240 residential facilities, 60 nursing beds, and other services required by the elderly, hereinafter "the project"; and

WHEREAS, the project requires a change in the existing zoning of all of the property except the lots known as 817 W. University Parkway and 4023-27 Roland Avenue, from R-2 to R-5; and

WHEREAS, the Developer desires to develop the project in a manner which reflects the best interest of the City, the intended elderly residents, and the surrounding neighborhood, and to that end the Developer is prepared to make certain commitments pertaining to the nature of the development and the development process; and

WHEREAS, Roland Park Civic League, Inc., a membership corporation of the State of Maryland, on behalf of its members, desires to have a continuing and significant influence upon the project for the purpose of protecting the interests and the welfare of its members who are residents and property owners of Roland Park from any violations or impairment of the zoning laws within that area; and

WHEREAS, in order to make the agreements, covenants, restrictions and conditions contained in this Agreement binding and of

full force and effect on the tract of land hereinbefore described and upon the present and future owners and occupants thereof, the parties hereto have entered into this Agreement.

NOW, THEREFORE THIS AGREEMENT WITNESSETH: That in consideration of the mutual agreements, covenants, restrictions and conditions herein contained, it is hereby covenanted and agreed by and between the Developer and the League to enter into these presents and to have the Deed attached hereto recorded among the Land Records of Baltimore City so that said agreements, covenants, restrictions and conditions shall be binding upon and shall inure to the benefit of each of the parties hereto respectively, its or their successors and assigns as follows:

1. Planned Unit Development (PUD) Ordinance - The Developer agrees to seek the re-zoning of the property (except the lots known as 817 W. University Parkway and 4023-27 Roland Avenue, which lots shall not be rezoned) in conjunction with the introduction and passage of a Planned Unit Development (PUD) Ordinance for all of the property except the lot known as 817 W. University Parkway. ~~Such ordinance shall be in a form which includes the site development plan and architectural elevations attached hereto as Exhibit A.~~ ~~Changes in the site development plan or the architectural elevation design shall require the approval of the Baltimore City Planning Commission and the detailing and articulation of the project shall be subject to the continuing review and approval of the City Planning Commission.~~

~~The Developer agrees to give prompt notice to the League of any proposed submission to the City Planning Commission and the League shall have the opportunity to have one or more representatives present at the time that any presentation is made to the City Planning Commission.~~ The League reserves the right to express to the City Planning Commission its endorsement of or disagreement with any submission to the Commission or any proposal of the Commission.

The Roland Park Civic League agrees to endorse the proposed zoning change and the site development plan and architectural elevations as attached hereto and to notify the appropriate City

agencies of its endorsement.

2. Lot known as 817 W. University Parkway - ~~The parties~~ agree that the lot known as 817 W. University Parkway is not to be included in either the re-zoning ordinance or the Planned Unit Development Ordinance because no portion of the lot is to be used to construct any buildings to be used as a part of the proposed ~~life care~~ residence community for the elderly. With respect to said lot, however, the Developer agrees as follows:

(a) At the time that the Developer takes title to said lot, the Developer will adopt and file among the Land Records the Roland Park Covenants formerly applicable to said lot modified as attached hereto as Exhibit B, and the Developer further agrees that said property shall be subject to all of said restrictions, covenants, terms and conditions which the Developer for itself, its successors and assigns hereby agrees to observe and perform. However, said modification is intended to insure that so long as said lot is retained as a part of the project the Developer may also use said lot for pedestrian walkways and lawn and garden uses in connection with the project.

(b) Unless and until said lot is sold, said lot shall be subject to all the terms of this Agreement.

(c) Unless and until said lot is sold, the Developer will landscape and screen said lot and integrate said lot into the project in the same manner as if said lot were included in the PUD ordinance hereinabove referred to.

3. The parties agree to the following covenants, restrictions and conditions:

(a) ~~The project will be constructed as a single building~~ (except for parking facilities described in subparagraph (c) below), containing a maximum of 240 elderly residential units, 60 nursing beds, and such additional facilities within said building as the Developer shall deem necessary to the ordinary function of life care facility.

(b) The building will not exceed eight (8) stories in height.

(c) The project will include space allocation at various locations on the property for 200 parking places (some or all of which may be covered at a height of no more than one story) although initially the Developer shall construct not more than 150 spaces. The balance of the 200 parking spaces will be constructed at such time as the League and the City Planning Commission determine.

(d) The project will not include separate outside storage facilities except as the same are integrated into the design of covered parking which shall be subject to design articulation approval of the City Planning Commission. The Developer may erect outside storage during construction of the project so long as the same is removed upon the completion of construction.

(e) ~~The building and any outside storage facility constructed on the property will be set back at least fifty (50) feet from the nearest residential property line.~~

(f) The project will be designed and constructed (with such variances as are generally accepted within the industry) so that storm water run-off will be controlled on the property so that the burden of run-off does not exceed the burden of run-off at the time of this Agreement, and Developer will make reasonable efforts to alleviate drainage problems existing in the areas of the tennis courts and Van Bibber Path at the time of this Agreement.

(g) The Developer agrees to provide a .16 foot right of way that will provide ingress and egress to the rear of the homes located on University Parkway adjacent to the property. Maintenance of said right of way shall be the responsibility of the homeowners. Developer will negotiate in good faith with representatives of the owners of said properties to establish the detailed terms of the right of way.

(h) Mechanical services such as heating and air conditioning will be designed so as to minimize environmental noise pollution.

(i) The Developer will provide full screening of all parking areas from perimeter view through landscaping, the use of berms, etc.

✓ (j) The Developer will not seek either a new bus stop or the movement of the existing bus stop on University Parkway.

✓ (k) The Developer will take all reasonable measures to have a traffic control signal installed at the intersection of Elm Avenue and 40th Street.

4. Construction - During the construction period, which is hereby defined as the period from the time Developer takes title to the date of initial occupancy of the property by elderly tenants, the Developer hereby agrees to meet with a League Committee comprised as hereafter provided in Paragraph 5, at such times as the committee shall request to discuss and attempt to reach agreement upon concerns relating the construction process.

The Developer agrees to the following:

(a) The principal construction entrance shall be off of 40th Street. Other entrances shall be used only in those limited instances when entry from 40th Street is unavailable or impractical as a result of demolition or construction sequence.

(b) Demolition of the portion of the structure extending between the residences on University Parkway shall be conducted without the use of dropped ball techniques. No explosives shall be used in the demolition of any buildings.

(c) During the construction period, Developer shall provide reasonable security for the property, including but not necessarily limited to watchman service during hours of darkness. The number of watchmen shall vary according to the incidence of vandalism, etc.

✓ (d) The Developer will at all times provide at least the amount of dust control required by law.

✓ (e) To control construction noise, the use of noise-generating equipment and machinery will be restricted to normal construction working hours. If the Developer shall find it necessary for such equipment to be used outside normal construction working hours, the Developer shall seek prior specific approval from the League.

(f) The Developer will control runoff from the construction site so as to prevent runoff from the construction

site across the property of adjoining residents.

(g) Screening landscaping along the perimeters of the property adjacent to the homes on University Parkway and on Roland Avenue will be completed as promptly after the conclusion of demolition as the weather and construction access requirements and activity permit.

(h) Demolition will commence not later than one year after the Developer takes title to the property and except as herein-after provided, demolition will be completed within six (6) months after it begins. The Developer shall retain the right to leave standing one building (not the building on the lot known as 817 W. University Parkway) to be used as construction site offices. In addition, the Developer shall have the right to leave standing the existing improvements on the lot known as 4023-27 Roland Avenue for the duration of the existing leases (June 30, 1981) on said lots and until said lots are required for the construction of planned access from Roland Avenue.

(i) Construction of the new facilities will commence not later than three months after the completion of all demolition except that excepted in subparagraph (h).

5. Committee Composition - The League shall constitute a committee for the purposes of meeting with the Developer during the construction period, composed of at least 5 members, one of whom shall be a member of the Board of the League, another of whom shall have some architectural background and experience, another of whom shall have legal background and experience, and another of whom shall be a resident of Roland Park not living within 500 yards of the site of the proposed project.

6. Covenants - The parties acknowledge that at the time of this Agreement the Developer is not the owner of the property which is the subject of this Agreement. The parties acknowledge that it is their intention that the terms of this Agreement shall, at such time as the Developer acquires title to said property, have the force and effect of covenants and restrictions, and to that end the Developer agrees at the time it takes title to the property,

to enter into and to cause to be recorded among the Land Records of Baltimore City at its own expense a Deed in the form attached hereto as Exhibit C.

7. Entire Agreement - This Agreement constitutes the entire agreement between the parties hereto, and is in substitution for any and all prior oral representations made by either party.

8. Termination - This Agreement and all covenants, restrictions and conditions relating to the property shall terminate on January 1, 2010, provided, however, that except as to the lot known as 817 W. University Parkway, they shall automatically terminate prior thereto in the event that the property which is the subject hereof, is conveyed prior to any construction thereon, so long as said property shall have been rezoned at the time of conveyance from R-5 to R-2 (or comparable zoning classification existing at that time) at the Developer's expense.

WITNESS the hands and seals of the parties hereto by their duly authorized officers.

ATTEST:

David A. [Signature]

LUTHERAN HOSPITAL OF MARYLAND, INC.

By *John P. McDaniel* (SEAL)

ROLAND PARK CIVIC LEAGUE, INC.

Tanetta Somerset Ridgely

By *Judith Brower* (SEAL)