

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT D

Resume of James J. Demma

Exhibit 41(d)
OZAH Case No: CBA-1174-E

JAMES J. DEMMA
CURRICULUM VITAE

Office Address:

Miles & Stockbridge P.C.
915 Meeting Street
Suite 1119
North Bethesda, Maryland 20852
Telephone Numbers: (301) 517-4809
 (301) 762-1600
Fax Number: (301) 762-0363
E-mail Address: jdemma@milesstockbridge.com

Personal:

Born - July 19, 1939
Washington, D. C.

Education:

University of Maryland (B.A., 1967);
University of Maryland (J.D., 1972)

Professional Experience:

1959 - 1973; Professional Land Surveyor with the engineering land planning and surveying firm of Oyster, Imus & Petzold, Inc. (formerly Thomas G. Oyster & Associates, Inc., once located in Wheaton, Maryland (Professional Land Surveyor: Maryland Registration No. 7695)

1973 - April, 1995; principal in the law firm of Miles & Stockbridge P.C. (my former firm of McKeever, Fitzpatrick & Canada having merged in 1982), primarily involved with all aspects of real estate law, including title examinations, review of loan documentation, real estate closings, conveyancing matters, land survey and boundary disputes, land patent law, adverse possession issues, easements, subdivision of land, condominiums, every matter that "touches and concerns the land," and a related trial practice

April, 1995 - July, 2001; Law Offices of James J. Demma (sole practitioner)

July, 2001 - Present; Of Counsel to Miles & Stockbridge P.C.

A Maryland Notary Public
Licensed by the Maryland Insurance Administration as a Resident Producer (Title) Individual

Licensed Busker by the City of Rockville

Bar Admissions:

Maryland (1972); United States District Court for the District of Maryland (1973 – Bar Number 25880); and the Supreme Court of the United States (1976)

Reported Cases:

Scott v. Seek Lane Venture, Inc., 91 Md.App. 668, 605 A.2d 942 (1992); *Wildwood Medical Center, L.L.C. v. Montgomery County, Maryland*, 405 Md. 489, 954 A.2d 457 (2008); *Maryland Economic Development Corporation*, 431 Md. 189, 64 A.3rd 478 (2013)

Associations and Affiliations:

Montgomery County Bar Association (a former Real Estate Section Chairman); Maryland State Bar Association (Section of Real Property, Planning and Zoning); Montgomery County, Maryland Inns of Court; Maryland Society of Surveyors; and National Society of Professional Surveyors

Teaching Positions and Guest Lecturer, Etc.:

Real Estate Principles - University of Maryland (1974-1976)

Lecturer on the "Legal Aspects of Land Surveying, Evidence and Boundary Control" - University of Maryland; and the Baltimore County (Catonsville Campus) Community College (1974 - Present)

Guest Lecturer at many conferences, meetings and workshops for the Montgomery County Bar Association (dealing with many real estate, easement, title and settlement issues), the Maryland Institute for Continuing Professional Education of Lawyers, Inc., the Maryland Land Title Association, the Maryland Society of Surveyors, the District of Columbia Association of Land Surveyors, among other organizations

Consultant to the Maryland State Board of Registration for Professional Land Surveyors

Consultant to various title insurance companies

Other Associations and Extra Curriculum Activities:

Titular leader of the Montgomery County, Maryland Bar Association's Literary Circle (a lawyers' book group)

Member of the Soliciting Strings (a lawyers' string quartet)
Former member of the Montgomery County Symphony Orchestra

Publications:

Compiler and Editor of Statutory Laws of Maryland Relating to
Land Surveyors (1982, 1990, 1999, 2009, 2011 and 2018);

Surveyor's Liability, Proceedings of the American Congress on
Surveying and Mapping (1979);

Land Patents and Boundaries, American Congress on Surveying
and Mapping Bulletin (1991);

Contributor to *Professional Surveyor* magazine and the *American Surveyor* magazine (1991-present), on such subjects as adverse possession, titles, prescriptive easements and easements in general, easements, land patents, real estate settlement practices, boundary conflicts, easements, *inter alia*; and *The Law of Land Boundaries for the Maryland Surveyor and Related Materials* (2008), and as periodically supplemented

Previous Formal Engagements as an Expert or Consultant:

Ticor Title Insurance Company
U.S. Bankruptcy Court, District of Maryland
Whiteford, Taylor & Preston
Katz, Frome, Slan and Bleecker
Furey, Doolan & Abell, L.L.P.
Miller, Miller & Canby, Chartered
Miles & Stockbridge P.C.
Rossmore Leisure World of Maryland
Gill & Sippel, attorneys-at-law
Katten, Muchin & Zavis
United General Title Insurance Company
Jackson & Campbell, a Professional Corporation
City of College Park, Maryland
John Thomas Maguire, II, Esquire
Robert L. Ferguson, Jr., Esquire
William J. Chen, Esquire
Bregman, Berbert, Schwarz & Gilday, LLC
Walton & Adams, P.C.
The Coover Law, LLC

Qualified as an Expert Witness:

Circuit Court for Montgomery County, Maryland
Circuit Court for Calvert County, Maryland
Circuit Court for Prince George's County, Maryland
United States Bankruptcy Court for the District of Maryland
Montgomery County Board of Appeals

Summary of Legal Practice:

I have been engaged in the practice of law for more than fifty-two (52) years, dealing with various issues of real estate titles (including the title examinations thereto), contracts, conveyancing documents, easements (rights-of-way), land boundaries, loan documentation, title insurance, title related litigation, estate and trust matters, cases concerning the doctrines of adverse possession and prescription, and the preparation of documentation for condominium and homeowner associations, including a related trial and appellate practice. In addition, I have supervised and conducted over twenty-five thousand (25,000) real estate closings for residential, commercial and industrial properties located in the State of Maryland and the District of Columbia (including the review of the title examinations and land surveys for all those properties).

Throughout all of my years as a practicing lawyer, I have represented purchasers, sellers, property owners, real estate brokers, land surveyors, engineers, and lenders in all phases of real estate sales, purchases and development.

James J. Demma
10/2025

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

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EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E

Report of James J. Demma

REPORT OF JAMES J. DEMMA

**In the Matter of the Petition of
Holton-Arms School
For a Major Modification of
An Existing Private Educational
Institution Special Exception**

Case Number: CBA-1174-E

In this Petition, Holton-Arms School (the "Petitioner")¹ is asking the Board of Appeals to modify its special exception to permit an increase in student enrollment, an increase in summer camp enrollment and to remove restrictions on non-student use of campus facilities, *inter alia*.

Quoting from Petitioner's Revised Statement of Justification and Summary of Proof, September 12, 2005, and with particular respect to the properties at issue, it states beginning at page 3, *inter alia*:

The Property is located on the northern side of River Road (MD Route 190) at its intersection with Royal Dominion Drive. It is east of River Road's intersection with Burdette Road and west of the River Road and Bech Tree Road intersection. The campus consists of an irregularly shaped Property of approximately 58.5 acres in size and is more specifically identified as Parcel Four, Burning Tree Valley Holton-Arms, as shown on Plat No 24741 recorded among the Land Records of Montgomery County, Maryland on March 20, 2013². The Property has about 770 feet of frontage on River Road and 110 feet of frontage along Burdette Road. At its northeastern extremity, the Property has frontage with Burning Tree Road at its intersection with Beech Tree Road...Vehicular access to the Property is provided via one driveway along the Property's River Road frontage. **There is a secondary access point off Burdette Drive, but it is restricted for use by emergency vehicles only.** Pedestrian and bicycle access to the Property is provided via the sidewalk along River Road... (Emphasis Added).

Further quoting from Petitioner's Revised Statement, it states at page 8, *inter alia*:

Holton-Arms seeks to amend the above conditions in Special Exception No. CBA-1174-D to increase its current enrollment cap of 665 students plus 5 (if warranted) to 870 students (*i.e.* 29.8% increase) and to increase its summer camp registration cap from 670 campers to 970...

¹ Its legal name being The Holton-Arms School, Inc., a corporation organized and existing under the laws of the State of Maryland.

² On page 19 of the Revised Statement, it lists the land area as being 54.6 acres, as does the Maryland State Department of Assessments and Taxation (the "Department"). However, the entire campus of Holton-Arms includes two (2) other properties, one (1) containing 2.0 acres of land, it being colored in orange on the attached sketch, and the other containing 69,696 square feet of land, it being colored in blue on the attached sketch, for a total area of the campus being 58.22 acres of land more or less, all according to the Department.

And, beginning at page 10, *supra*:

The increased enrollment can be accommodated within the surrounding roadway network, as evidenced by the revised LATR/Traffic Impact Study (TIS) that has been prepared in support of this Application. In addition to transportation demand management strategies to reduce peak hour trips, mitigation to address queuing, as detailed in the LATR/TIS, will be provided as follow: Optimized signal timings and offsets along the River Road (MD-190) Corridor. River Road (MD-190) & Royal Dominion Drive intersection improvements.

The Pertinent Documents³:

Neighborhood Reconciliation Agreement:

In 2001 Holton Arms filed an application to modify the special exception to make various improvements. That application was denominated as Case No. CBA-1174-C and was highly contested by area residents and civic organizations. During the course of that case Holton-Arms entered into a Neighborhood Reconciliation Agreement dated October 17, 2001, with certain individuals and civic organizations. That Agreement became Exhibit 180 in Case No. CBA-1174-C and the Board of appeals granted the special exception modification by an opinion of May 29, 2002.

Among the many issues that this Agreement addressed, the following are those that directly address the subject of this Report, to wit:

Paragraph 2(B)(3)(a), page 11-12, states in part that Holton-Arms will record in the land records “a covenant running with the land which shall provide that so long as the Site [the Campus], or any portion thereof, is used for educational purposes (including related housing) or the Athletic Improvements exist on the Site, which ever is longer, no vehicular or pedestrian access shall be permitted, directly or indirectly, to or from an portion of the Site which is used for educational (including related housing) or athletic purposes **from Burning Tree and/or Beech Tree Roads, including any unimproved rights of way for those road**” (Emphasis Added).

The Covenant:

To comply with the said Neighborhood Reconciliation Agreement, a Covenant was made by The Holton-Arms School, Inc. (“Holton-Arms”), dated the 13th day of August, 2002 and recorded the

³ This list of “Pertinent Documents” does not include other recorded (or unrecorded) easements, rights of way, covenants, agreements, amendments thereto, *inter alia*, which may not be germane to the subject Specific Exception Modification, as this Report does not constitute a full sixth (60) title examination of all the properties presently owned by Holton-Arms.

28th day of August, 2002 in Liber 21695 at folio 195⁴, the Covenantor being Holton-Arms, and the Covenantees being the Bradley Boulevard Citizens Association, Inc., the Burning Tree Civic Association, George Esenwein, Jane Kinzie, Richard Fong, Peter Masters and Wendy Meer.

This Covenant states that:

So long as the Property or any portion thereof is used for educational purposes (including related housing), or the Athletic Improvements exist on the Property, no vehicular or pedestrian access shall be permitted, directly or indirectly, to or from any portion of the Property which is used for educational (including related housing) or athletic purposes **from or to Burning Tree and/or Beech Tree Roads, including any unimproved rights of way for those roads.**

The burden and encumbered properties, or otherwise referred to as the "Subject Property" (collectively the "Property") are described in the Covenant are as follows:

- (a) Parcel Identification Number: 07-501-02802753; Parcel N624, Tax Map GN33, 54.68 acres, also identified as Parcel Two per Plat 17150 (acquired by Holton-Arm from Christopher M. and Louise L. Grander, *et al*, circa 1961 and colored in yellow for convenient reference on a copy of the attached tax map);
- (b) Parcel Identification Number: 07-501-01728481; Parcel 436, Tax Map GN43, 87,120 square feet, per Liber 15417 at folio 146 (acquired by Holton-Arms in 1997 from the Thomas D. Rixey Development Company, and colored in orange for convenient reference on a copy of the attached tax map); and
- (c) Parcel Identification Number: 07-095-0066553141; Parts of Lots and 7, and Outlot A, Block, 69,696 square feet, per Liber 15417 at folio 146 (acquired by Holton-Arms from the Thomas D. Rixey Development Company in 1997, and colored in blue for convenient reference on a copy of the attached tax map).

The above described three (3) properties make-up the present campus of Holton-Arms (the "Campus").

There are other properties that are not the subject of this pending special exception modification application, and they are listed on Pages 6 and 7 of 9 of this herein Report, captioned "Holton-Arms Other School Properties."

Covenant Emergency Access Road:

In addition, another Covenant was made by Holton-Arms, dated the 13th day of August, 2002 and recorded the 28th day of August, 2002 in Liber 21695 at folio 207, the Covenantor being Holton-Arms, and the Covenantees being the Bradley Boulevard Citizens Association, Inc, the Burning Tree Civic Association, George Esenwein, Jane Kinzie, Richard Fong, Peter Masters and Wendy Meer.

⁴ All recordings mentioned herein refer to the Land Records for Montgomery County, Maryland.

This Covenant states that:

So long as the Property or any portion thereof is used for educational purposes (including related housing), or the Athletic Improvements exist on the Property, whichever is longer, (a) the use of the Emergency Access Road shall be restricted by a gate or other similar method solely to Emergency vehicles and/or emergency evacuation of the Property, and (b) the Emergency Access Road will utilize grass pavers on the Property inside the gate. This covenant shall not be deemed to limit, interfere with, or otherwise prevent the use of the gravel portion of the Emergency Access Road as a residential driveway for the single family detached residence located at 8311 Burdett Road, Bethesda, Maryland [presently owned of record by Mary Frances Yano, Trustee, et al.; Parcel N667, tax account number: 07-00438856], and for a single family detached residence, if one is constructed, on the adjacent parcel, shown on the Montgomery County tax map GN33 as Parcel P633.

This Emergency Access Road as referenced above is as delineated on an Attachment C, recorded at folio 218, it being a part of said Liber 21695 at folio 207, and is attached thereto for further convenient reference.

The burden and encumbered properties by this Covenant Emergency Access Road are the exact same three (3) properties listed above as (a), (b) and (c), and defined collectively as the Property.

Conservation Easement Agreement.

This Agreement was made by Holton-Arms and the Montgomery County Planning Board, generally dealing with a Forest Conservation Plan, recorded the 19th day of December, 2003 in Liber 26189 at folio 600, and have no bearing on the subject of this Report.

Conservation Easement Agreement.

A Conservation Easement Agreement was made by Holton-Arms to the Bradley Boulevard Citizens Association, the Burning Tree Civic Association, George Essenwein, Jane Kinzie, Richard Fong, Peter Masters and Wendy Meer, dated the 12th day of December, 2002 and recorded the 12th day of December, 2002 in Liber 22514 at folio 656, burdening and encumbering the same three (3) properties listed above and defined collectively as the Property. By the terms of this Agreement at folio 660 thereof, the construction of "any roadway, private drive, sidewalk, or footpath," may not occur within a part of the Property described in this Agreement as a Non-Disturbance Area, or a Partial Disturbance Area.

Declaration of Covenants.

A Declaration of Covenants was made by Holton-Arms, dated the 6th day of January, 1988 and recorded the 7th day of January, 1958 in Liber 8103 at folio 677, and the only pertinent part of this Declaration dealing with roadways is found at Article II, Section 13, that states:

“No Owner of the Property, or any part thereof, shall apply for, be entitled to, or permit access to the Property from Declarant’s existing roadway presently used to River Road” (Emphasis Added).

Various Opinions of the Board of Appeals Pertaining to Holton-Arms.

Case No. CBA-1174-C (2002)

The widening and reconfiguration of the River Road entrance.
The construction of a new interior circulation road
The upgrading of an existing emergency driveway.
The recording of a covenant limiting use of the access driveway to emergencies
The emergency access to the entire campus

CBA No. CBA-1174-C (2002)

Negotiated Neighborhood Reconciliation Agreement; the proposed Transportation Management Program; **Holton-Arms shall not permit access to its campus from Burning Tree or Beech Tree Road; and Access to Holton-Arms’ campus from the improved Burdette Road emergency access shall be limited to emergency vehicles and/or emergency evacuation of the campus** (Emphasis added.)

Case No. CBA-1174-C (2002)

Summer Camp/Center for the Arts Program/Student Swimming Programs/School Enrollment

Case No. CBA-1174-D, S-2467-A, S-2503 (2004)

Traffic Study – Capacity, queuing and turning movements arising from the River Road, Holton-Arms and Royal Dominion intersection

Case Nos. CBA-1174-D, S-2467-A and 2503-A (2008)

Traffic Impact Study (2007)

Case Nos. CBA-1174-D, S-2467-A and 2503-A (2008)

Traffic Impact Study (2007)

Case Nos. CBA-1174-D, S-2503-A and S-2467-A (2007)

Traffic Study

Case No. CBA-1174-D (2007)

New Traffic Report

HOLTON-ARMS OTHER SCHOOL PROPERTIES

Aside from the Property owned of record by Holton-Arms described above as being three (3) separate parcels, respectively containing 54.68 acres, 87,120 square feet and 69,696 square feet of land, all of which are subject to the aforementioned covenants, Holton-Arms also owns the following ten (10) parcels of land that are **not burden by the covenants described herein**, being are colored in Green for convenient reference, and they have either a direct or in-direct access to

either River Road, Burdette Road or Burdette Court, as the case may be, subject to the applicable permitting process, to wit:

1. 07-00434290 – Deed 56981/42⁵
 - a. Address – 7309 River Rd., Bethesda, MD 20817
 - b. Lot size – 41,381 sq. ft.
 - c. Date of purchase – November 27, 2018
 - d. Purchase price - \$975,000.00
 - e. Seller – Estate of Nancy Howard Scoutt
2. 07-00432883 – Deed 34262/613
 - a. Address – 8305 Burdette Rd., Bethesda, MD 20817
 - b. Lot size – 15,714 sq. ft.
 - c. Date of purchase – April 35, 2007
 - d. Purchase price - \$1,468,500.00
 - e. Seller – Neal Michael Mayer and Jan G. Mayer
3. 07-00432928 – Deed 18561/95
 - a. Address – 8313 Burdette Rd., Bethesda, MD 20817
 - b. Lot size – 29,989 sq. ft.
 - c. Date of purchase – October 31, 2000
 - d. Purchase price - \$565,000.00
 - e. Seller – Thomas D. Rixley and Joan R. Rixley
4. 07-00426200 – Deed 28063/582
 - a. Address – 7314 Burdette Rd., Bethesda, MD 20817
 - b. Lot size – 29,989 sq. ft.
 - c. Date of purchase – August 2, 2004
 - d. Purchase price - \$1,350,000.00
 - e. Seller – Bryon S. Hurwitz, 5% int. and Joyce Hurwitz, 95% int. as T/C
5. 07-0041140 – Deed 67955/293
 - a. Address – 7312 Burdette Rd. Bethesda, MD 20817
 - b. Lot size – 20,487 sq. ft.
 - c. Date of purchase – April 17, 2024
 - d. Purchase price - \$2,000,000.00
 - e. Seller – Kelly G. Kilcoyne and Lauren A. Kilcoyne

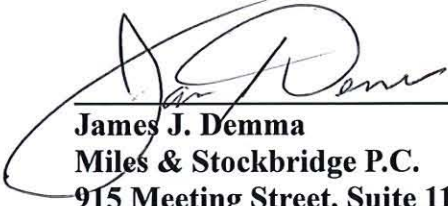
⁵ In this list the first number beginning with 07 is the tax account number assigned by the Maryland State Department of Assessments and Taxation; and the Deed reference is to the Liber (or Book) and the Folio (or Number) assigned by the Land Records for Montgomery County, Maryland.

6. 07-00421151 – Deed 67955/293
 - a. Address – 7312 Burdette Rd., Bethesda, MD 20817
 - b. Lot size – 2,261 sq. ft.
 - c. Date of purchase – April 17, 2024
 - d. Purchase price, - \$2,000,000.00
 - e. Seller – Kelly G. Kilcoyne and Lauren A. Kilcoyne
7. 07-00421754 – Deed 30295/77
 - a. Address – 7308 Burdette Rd., Bethesda, MD 20817
 - b. Lot size – 20,637 sq. ft.
 - c. Date of purchase – June 21, 2005
 - d. Purchase price - \$1,750,000.00
 - e. Seller – Thomas J. Dougherty, surviving T/E of Anne D. Dougherty
8. 07-01780557 – Deed 30295/77
 - a. Address – Burdette Rd., Bethesda, MD 20817
 - b. Lot size – 285 sq. ft.
 - c. Date of purchase – June 21, 2005
 - d. Purchase price - \$1,750,000.00
 - e. Seller – Thomas J. Dougherty, surviving T/E of Anne D. Dougherty
9. 07-00425056 – Deed 34290/146
 - a. Address – Burdette Ct., Bethesda, MD 20817
 - b. Lot size – 1,818 sq. ft.
 - c. Date of purchase – May 9, 2007
 - d. Purchase price - \$2,000,000.00
 - e. Seller – John Pulvermann, Jr., and Mary Lee Pulverman
10. 07-00425045 – Deed 34290/146
 - a. Address – Burdette Rd., Bethesda, MD 20817
 - b. Lot size – 1,818 sq. ft.
 - c. Date of purchase – May 9, 2007
 - d. Purchase price - \$2,000,000.00
 - e. Seller – John Pulvermann, Jr., and Mary Lee Pulverman

Conclusions

1. Did Holton-Arms own any of the properties colored in green, orange and blue on the sketch at the time that the covenants were signed? No, with the exception of (b) and (c) as described on page 3 above.
2. Does the Access Covenant contain any restriction or control of on-site travel-ways or parking areas, or other on-site places where vehicles can traverse the site or park. No.

3. Does Holton-Arms have legal access over and across the Other School Properties owned by Holton-Arms to the neighborhood streets, by virtue of those properties binding and adjacent to Burdette Road, notwithstanding the terms and conditions of any of the covenants? Yes.
4. Does Holton-Arms currently use Burning Tree Road, Beech Tree Road and/or Burdette Road for its legal access to and from its campus, notwithstanding that the only approved access is from River Road? No.
5. By the terms and conditions of the language found in any of the Pertinent Documents (pp 2 and 3, *supra*) can the campus of Holton-Arms be accessed from or to Burning Tree and/or Beech Tree Roads, including any unimproved rights of way for those roads? No.
6. Is the only approved access to the campus of Holton-Arms from River Road? Yes.
7. By virtue of the location of the neighboring properties labeled numbers 3, 4, and 7 through 13, would Holton-Arms have access to and from its campus to either Burdette and/or Burdette Court, subject to the permitting process imposed by Montgomery County Road, Maryland? Yes.



James J. Demma
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North Bethesda, Maryland 20852
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IN THE MATTER OF THE APPLICATION	:	
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EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(a)

Plat No. 24741

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
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IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
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EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(b)

Covenant made August 13, 2002, Liber 21695, Folio 195

21695 195

2002 AUG 28 P 2:12

Parcel Identification Numbers: 07-501-02802753 ✓
07-501-01728481 ✓
07-095-00653141 ✓

FILED
MOLLY O. RUHL
CLERKS OFFICE
MONTGOMERY CO. MD

Title Insurer: None.

COVENANT

THIS COVENANT (this "Covenant") is made this 13th day of August, 2002, by **THE HOLTON-ARMS SCHOOL, INC.**, a not-for-profit Maryland corporation, having a mailing address of 7303 River Road, Bethesda, Maryland 20817 (the "Covenantor").

DEFINITIONS

D-1. Athletic Improvements means the new athletic facilities (including the building, spectator seating and track/field and the road and bridge connecting those facilities to the rest of the Property) proposed to be located on the Property as set forth in the Statement of Operations filed by the Covenantor on October 30, 2001, in the Montgomery County Board of Appeals Case No. CBA-1174-C (Exhibit No. 185), and as shown on Exhibit No. 184 and Exhibit I(2) to Exhibit No. 180 in the record of Case No. CBA-1174-C, which exhibits are incorporated herein by reference.

D-2. Covenantor means The Holton-Arms School, Inc., a not-for-profit Maryland corporation.

D-3. Covenantees means the Bradley Boulevard Citizens Association, Inc. (a non-profit citizens association and not for profit Maryland corporation) and any successor organization, the Burning Tree Civic Association (a non-profit citizens association) and any successor organization, George Esenwein, Jane Kinzie, Richard Fong, Peter Masters and Wendy Meer.

D-4. Property means all that certain property located and situated in Montgomery County, Maryland, in the 7th District, in the Burning Tree Valley Subdivision, being known and designated as The Holton-Arms School, which property is comprised of and identified as follows:

- a. Parcel Identification Number 07-501-02802753: Parcel N624, as shown on Tax Map GN33, containing 54.68 acres of land, more or less, also identified as Parcel Two per Plat 17150 recorded in the Plat Records of Montgomery County, Maryland, which plat is attached hereto as Attachment A and incorporated herein by reference.
- b. Parcel Identification Number 07-501-01728481: Parcel P436, as shown on Tax Map GN43, containing 87,120 square feet of land, more or less, as per Deed recorded among the Land Records of Montgomery County, Maryland, in Liber 15417 at Folio 146, which deed is attached hereto as Attachment B and incorporated herein by reference.

PLEASE RETURN TO:
LERCH, EARLY & BREWER
3 Bethesda Metro Center, Suite 380
Bethesda, Maryland 20814-5367

Attn: Judith A. Hill

File 74394.001 /SRB

75.00
5.00
88.00
Rec'd # 41397
Bk # 18464
22:10 PM

- c. Parcel Identification Number 07-095-00653141: Parts of Lots 6 and 7 and Outlot A, Block B, as shown on Tax Map GN43, containing 69,696 square feet of land, more or less, as per Deed recorded among the Land Records of Montgomery County, Maryland, in Liber 15417 at Folio 146, which deed is attached hereto as Attachment B and incorporated herein by reference.

RECITALS

R-1. The Covenantor is the owner, in fee simple, of the Property.

R-2. The Property is now free and clear of all liens, mortgages and encumbrances.

R-3. Pursuant to that certain Neighborhood Reconciliation Agreement dated October 17, 2001, and amended May 20, 2002, by and among the Covenantor and the Covenantees, the Covenantor agreed to subject the Property to a covenant for the benefit of the Covenantees restricting vehicular and pedestrian access, as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the sum of ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Covenantor does hereby covenant and warrant as follows:

1. So long as the Property or any portion thereof is used for educational purposes (including related housing), or the Athletic Improvements exist on the Property, no vehicular or pedestrian access shall be permitted, directly or indirectly, to or from any portion of the Property which is used for educational (including related housing) or athletic purposes from or to Burning Tree and/or Beech Tree Roads, including any unimproved rights of way for those roads.

2. The covenants and warranties herein made by the Covenantor shall be binding upon it and upon its successors and assigns, are for the benefit of the Covenantees, and may be enforced, by judicial proceedings in law, equity or otherwise, by the Covenantees, and shall run with the land.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Covenantor has executed this Covenant as of the day and year first above written.

COVENANTOR:

THE HOLTON-ARMS SCHOOL, INC.,
a not-for-profit Maryland corporation

BY: Diana Coulton Beebe
Name: Diana Coulton Beebe
Its: Head of School

STATE OF MARYLAND :
:
COUNTY OF MONTGOMERY :

SS:

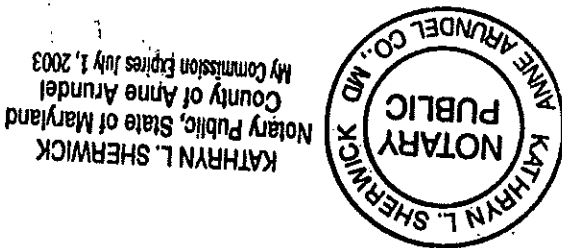
I HEREBY CERTIFY THAT on this 13th day of August, 2002, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared Diana Beebe, who acknowledged himself/herself to be the Head of School of The Holton-Arms School, Inc., a not-for-profit Maryland corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Kathryn L. Sherwick
Notary Public

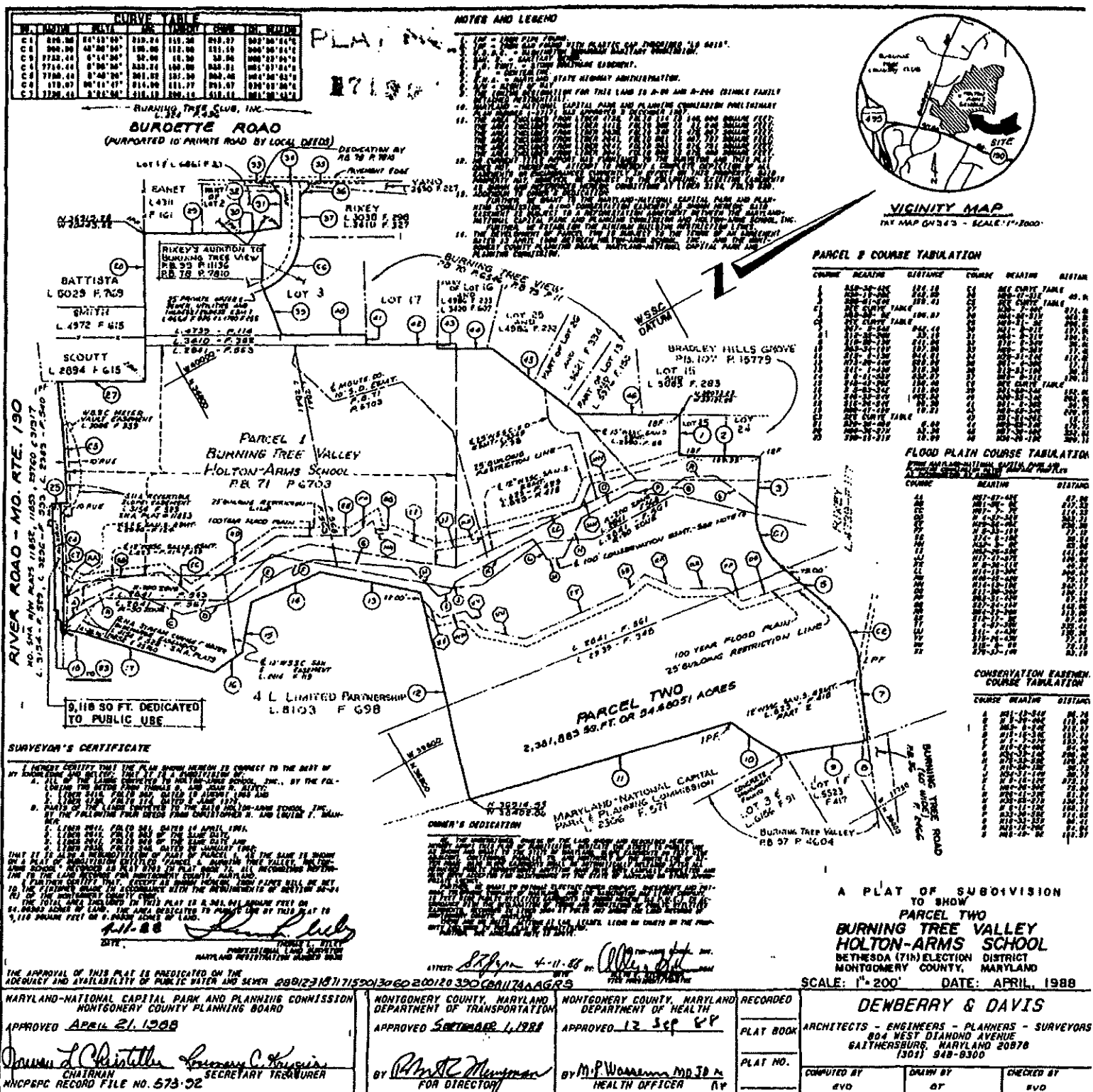
MY COMMISSION EXPIRES:



W. Arch Attorney

AFTER RECORDATION, PLEASE RETURN TO:

G:\Dept\RE\SRB\Holton Arms [74394]\Recordations\Covenant Road.doc



LF 19417.146

TITLEING-NA-

VILLAGE #10565-97K

PARCEL ID: 7-95-653141

7-501-1728481

44 25:00
3396 # 418
02/07/ # 1420
00'52
00'07
00'5

IMP FO STATE \$
 RECEIVING FEE
 TOTAL
 REPT MONS
 WORK BHM
 DEC 31, 1997

THIS CORPORATE DEED

Made this 29th day of December, 1997, by and between

THOS. D. RIXBY DEVELOPMENT CO., INC., a MARYLAND corporation,
Grantor, party of the first part, and

THE HOLTON-ARMS SCHOOL, Grantee, party of the second part;

Witnesseth, that for consideration in the amount of zero dollars and 00/100... (\$0.00) and other good and valuable considerations, the said party of the first part does grant and convey unto the party of the second part in fee simple as sole owner all that property situate in Montgomery County, Maryland, in the Seventh Election District, described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Property Address: 8504 Beach Tree Blvd, Bernardsville, MO. 20817-2903

The record legal description of the boundaries of the parcel are part of the same as described in a Deed recorded in Liber 6832 at folio 699.

Together with the building and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

AGRICULTURE TRANSFER TAX IN INDIANA

AMOUNT OF \$

SIGNATURE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Montgomery County

~~108004~~

FORLAN & ASSOCIATES

Return to:

MILLER, MILLER & CANBY
200 MONROE STREET
ROCKVILLE, MARYLAND 20850

2017-03-16 15:34

LF 15417.147

Witness its corporate hand and seal.

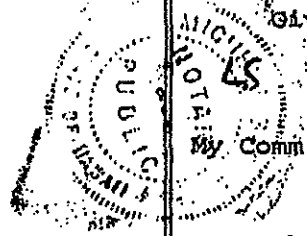
THOS. D. RIXEY DEVELOPMENT CO., INC.

By: Thomas D. Rixey
THOMAS D. RIXEY, PRESIDENT

STATE OF Hawaii :
COUNTY OF Maui : to wit

I hereby certify that on this 29th day of December, 1997, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Thomas D. Rixey, President of Thos. D. Rixey Development Co., Inc., and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Corporation by himself as such officer on behalf of the Corporation, and he further certified that this is not a transaction or part of a transaction that is a sale or transfer which constitutes a sale of all or substantially all of the assets of the Corporation.

Given under my hand and seal, the day and year aforesaid.



Okuleh Braga
Notary Public

My Comm. expires: 3/24/99

DEC 31 1997

7-95-053141

This instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

James E. Savitz
JAMES E. SAVITZ

Grantor's Address: 8609 BURGESS ROAD BETHESDA, MD. 20817-2002

Grantee's Address: 7503 RIVER ROAD BETHESDA, MD. 20817

TRANSFER WITHOUT CONSIDERATION

g:\wpfiles\katie\deed.hol

Blayman

All taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by 2/23/98 have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.



SNIDER & ASSOCIATES
SURVEYORS - ENGINEERS
LAND PLANNING CONSULTANTS

(301) 948-5100
FAX (301) 948-1286

Description of Part of
the Property of Thos. D. Rixey
Development Co., Inc.
as Described in Liber 6832 Folio 699

LF 15417.148

All that piece or parcel of land situate, lying and being in the Bethesda (7th) Election District, Montgomery County, Maryland, being part of the land conveyed to the Thos. D. Rixey Development Co., Inc. by Thomas D. Rixey by deed dated August 20, 1985 and recorded in the Land Records of Montgomery County in Liber 6832 Folio 699 and being more particularly described as follows per a December 1997 survey by Snider & Associates

Parcel 1

Being part of the property described as "Parcel 1; Burning Tree Valley; Holton-Arms School" as shown on a Plat of Subdivision recorded in Plat Book 71 at Plat 6703 among the Land Records of Montgomery County, Maryland and being more particularly described as follows:

Beginning for the same at an Iron Pipe Set, said pipe being on the common division line between said Parcel 1 Holton-Arms School and Lot 7 as shown on a Plat of Subdivision known as "Lots 6, 7, 8 and Outlot 'A' & 'B' in Block 'B' Burning Tree Valley" recorded in Plat Book 72 at Plat 6994 among the Land Records of Montgomery County, Maryland; thence running with said common division line

- 1) South $30^{\circ} 11' 56''$ West 251.27 feet, to an Iron Pipe Found; thence running the following three (3) courses and distances with the northerly line of "Parcel II; Burning Tree Valley; Holton-Arms School" as shown on a Plat of Subdivision recorded in Plat Book 150 at Plat 17150 among the Land Records of Montgomery County, Maryland
- 2) South $69^{\circ} 58' 36''$ West 139.34 feet, to an Iron Pipe Set; thence
- 3) 213.24 feet, along the arc of a curve to the right having a radius of 225.35 and a chord bearing and distance of North $82^{\circ} 54' 54''$ West 205.37 feet, to an Iron Pipe Set; thence
- 4) North $55^{\circ} 48' 24''$ West 71.22 feet, to an Iron Pipe Set; thence leaving said northerly line of Parcel II and running reversely of the South $26^{\circ} 01' 54''$ West 156.01 foot line of Lot 23 Block 8 of the property shown on Resubdivision Plat, known as "Lots 21-25 Block 'B' Section 3; Bradley Hills Grove" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 137 at Plat 15779

21695 203
LF 15417.149

- 5) North 25° 57' 13" East 194.68 feet to an Iron Pipe Found; thence leaving said line of Lot 23 Block "B" and running the following three (3) courses and distances with the property described as Parcels "B" and "A" in Liber 7016 at Folio 123 and Liber 7016 at Folio 118 respectively among the Land Records of Montgomery County, Maryland
- 6) South 62° 42' 17" East 95.93 feet, to an Iron Pipe Set; thence
- 7) North 56° 28' 15" East 193.57 feet, to an Iron Pipe Set; thence
- 8) North 01° 33' 23" West 35.01 feet, to an Iron Pipe Set; thence leaving said Parcels "B" and "A" and running with Part of Lots 9, 10 and the 20' Path Block B as shown on a Plat of Subdivision known as "Blocks A & B; Section Three; Bradley Hills Grove" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 68 at Plat 6338
- 9) South 62° 38' 15" East 85.46 feet, to the Point of Beginning and containing a computed area of 88737.9237 sq. ft. or 2.04 acres of land.

Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

Parcel 11

Being part of Lots 6 and 7 and Outlot "A" Block "B" Burning Tree Valley, as shown on a Plat of Subdivision recorded in Plat Book 72 at Plat 6294 among the Land Records of Montgomery County, Maryland, and being more particularly described as follows

Beginning for the same at an Iron Pipe Set, said pipe being on the common division line between said Lot 7 of Block B, Burning Tree Valley and Lot 9 Block B as shown on a Plat of Subdivision for Blocks A & B; Section Three; Bradley Hills Grove as recorded in Plat Book 68 at Plat 6338 among the Land records of Montgomery County, Maryland; thence running with said common division line

- 1) South 62° 40' 58" East 56.59 feet, to an Iron Pipe Found; thence leaving said common division line between Lots 7 and 9 Block B and running the following three (3) courses and distances across and thru to include part of said Lots 6 and 7 and Outlot A Block B
- 2) South 65° 56' 03" East 125.71 feet, to an Iron Pipe Set; thence

LF 15412.150

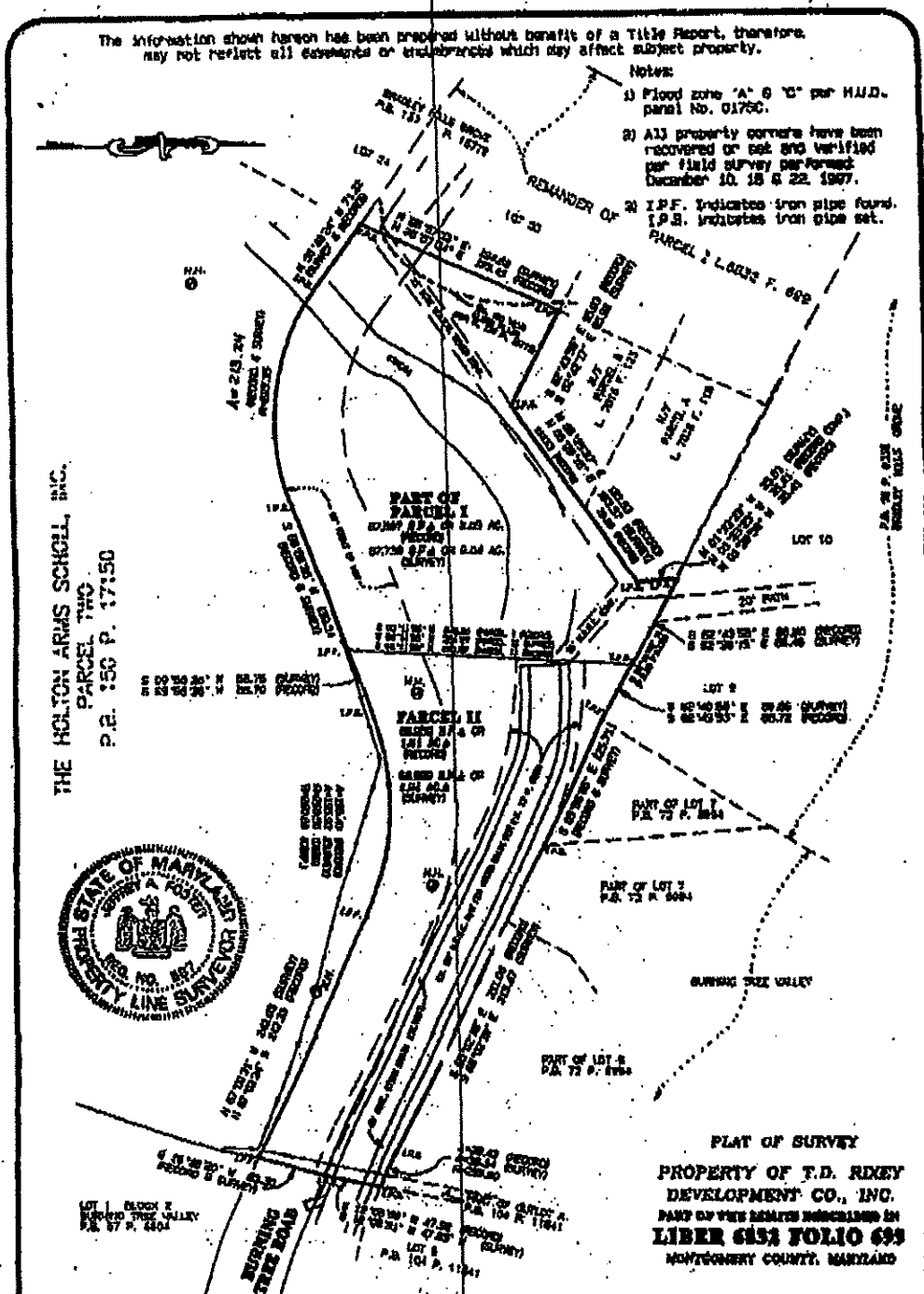
- 3) South $65^{\circ} 02' 18''$ East 313.47 feet, to an Iron Pipe Set; thence
- 4) 36.34 feet, along the arc of a curve to the left having a radius of 295.00 feet and chord bearing and distance of South $68^{\circ} 46' 16''$ East 36.31 feet to an Iron Pipe Set on the common division line between said Lot 6 Block B and Lot 9 Block B as shown on a Plat of Subdivision known as "Outlot 'A' Block 'A'; Lot 22 Block 'A'; Lot 9 Block B; Burning Tree Valley" as recorded in Plat Book 104 at Plat 11841 among the Land Records of Montgomery County, Maryland; thence running with said common line
- 5) South $12^{\circ} 08' 50''$ West 47.85 feet, to an Iron Pipe Set on the Northerly Right-of-Way Line for Burning Tree Road; thence continuing with the common division line between said Lot 6 Block B and Burning Tree Road
- 6) South $16^{\circ} 18' 20''$ West 63.30 feet, to an Iron Pipe Found; thence running the following three (3) courses and distances with the common division line between Lot 6 Block B and Parcel Two as shown on a Plat of Subdivision known as "Parcel Two; Burning Tree Valley; Holton-Arms School".
- 7) North $67^{\circ} 00' 31''$ West 242.03 feet, to an Iron Pipe Found; thence
- 8) 195.93 feet, along the arc of a curve to the left having a radius of 260.80 feet and chord bearing and distance of North $88^{\circ} 31' 54''$ West 191.35 feet to an Iron Pipe Set; thence
- 9) South $69^{\circ} 58' 36''$ West 58.75 feet, to an Iron Pipe Found; thence leaving said common division line with "Parcel Two, Burning Tree Valley, Holton-Arms School" and running
- 10) North $3^{\circ} 11' 56''$ East 251.27 feet, along the common division line between said Lot 6 Block B and Parcel I as described above to the Point of Beginning and containing a computed area of 69,999.7150 sq. ft. or 1.61 acres of land.

Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

LF 15417.151

The information shown hereon has been prepared without benefit of a Title Report, therefore, may not reflect all easements or encumbrances which may affect subject property.

- Notes:
- 1) Flood zone "A" & "C" per H.A.D. panel No. 01750.
 - 2) All property corners have been recovered or set and verified per field survey performed December 10, 18 & 22, 1997.
 - 3) I.P.F. Indicates iron pipe found. I.P.S. Indicates iron pipe set.



PLAT OF SURVEY
PROPERTY OF T.D. RDEY
DEVELOPMENT CO., INC.
PART OF THE ESTATE DESCRIBED IN
LIBER 6154 FOLIO 699
MONTGOMERY COUNTY, MARYLAND

Building Line and/or Flood Zone Information is taken from Available Sources and is Subject to Interpretation of Originator.

SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD SURVEY PURSUANT TO THE NEED OF A PLAT OF RECORD. PROPERTY LINES HAVE BEEN RECOVERED OR PLACED IN ACCORDANCE WITH THE INFORMATION SHOWN.		REFERENCES PLAT NO. PLAT NO.			SYDNER & ASSOCIATES STRUCTURE - ENGINEERS LAND PLANNING CONSULTANTS 2777 WOODBURN DRIVE, SUITE 210 BETHESDA, MARYLAND 20814 (301) 221-1100, (301) 221-1101	
<i>Jeffrey A. Foster</i> Surveyor General, State of Maryland		LIBER 6154 FOLIO 699			DATE OF LOCATION SCALE: 1" = 100' PROP. COR. 12-23-97 DRAWN BY S.A.S. REV. LOG. 12-10-97 JOB NO. 97-0552	

State of Maryland Land Instrument Intake Sheet

☐ City ☒ County: Montgomery

*Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.
(Type or Print in Black Ink Only All Copies Must Be Legible)*

1. Type(s) of Instruments		<input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other Covenants <input type="checkbox"/> Other <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Not an Arms-Length Sale [9]																															
2. Conveyance Type		<input type="checkbox"/> Arms-Length [1] <input type="checkbox"/> Arms-Length [2] <input type="checkbox"/> Arms Length [3] <input type="checkbox"/> Length Sale [9]																															
3. Tax Exemptions (if Applicable)		Covenants: Not subject to recordation tax. Cite or Explain Authority:																															
4. Consideration and Tax Calculations		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Purchase Price/Consideration</td> <td>\$</td> <td>N/A</td> </tr> <tr> <td colspan="2">Any New Mortgage</td> <td>\$</td> <td></td> </tr> <tr> <td colspan="2">Balance of Existing Mortgage</td> <td>\$</td> <td></td> </tr> <tr> <td colspan="2">Other:</td> <td>\$</td> <td></td> </tr> <tr> <td colspan="2">Other:</td> <td>\$</td> <td></td> </tr> <tr> <td colspan="2">Full Cash Value</td> <td>\$</td> <td>N/A</td> </tr> </table>				Purchase Price/Consideration		\$	N/A	Any New Mortgage		\$		Balance of Existing Mortgage		\$		Other:		\$		Other:		\$		Full Cash Value		\$	N/A				
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Any New Mortgage		\$																															
Balance of Existing Mortgage		\$																															
Other:		\$																															
Other:		\$																															
Full Cash Value		\$	N/A																														
5. Fees		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Recording Charge</td> <td>\$</td> <td>150.00</td> <td>\$</td> </tr> <tr> <td>Surcharge</td> <td>\$</td> <td>10.00</td> <td>\$</td> </tr> <tr> <td>State Recordation Tax</td> <td>\$</td> <td></td> <td>\$</td> </tr> <tr> <td>State Transfer Tax</td> <td>\$</td> <td></td> <td>\$</td> </tr> <tr> <td>County Transfer Tax</td> <td>\$</td> <td></td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> <td></td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> <td></td> <td>\$</td> </tr> </table>				Recording Charge	\$	150.00	\$	Surcharge	\$	10.00	\$	State Recordation Tax	\$		\$	State Transfer Tax	\$		\$	County Transfer Tax	\$		\$	Other	\$		\$	Other	\$		\$
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State Transfer Tax	\$		\$																														
County Transfer Tax	\$		\$																														
Other	\$		\$																														
Other	\$		\$																														
6. Description of Property		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).</td> <td> District: 07 Property Tax ID No(s): 02802752, 01728481 and 00653141 Grantor Folio: Map: Parcel No: Var. LOC: Subdivision Name: Lot (3a): Block (3b): Sec/AR (3c): Plat Ref: Sq Ft/Acreage (4): Location/Address of Property Being Conveyed (2): Other Property Identifiers (if applicable): Water Meter Account No: Residential (X) or Non-Residential () Fee Simple (X) or Ground Rent () Amount: Partial Conveyance () Yes (X) No Description/Amt. of Sq Ft/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed: Doc. 1: Grantor(s) Name(s): The Holton-Arms School, Inc. Doc. 2: Grantor(s) Name(s): Doc. 1: Owner(s) for Record (if different from Grantor(s)): Doc. 2: Owner(s) for Record (if different from Grantor(s)): Doc. 1: Grantee(s) Name(s): Doc. 2: Grantee(s) Name(s): New Owner's (Grantee's) Mailing Address: Grantor's Mailing Address: 7303 River Road, Bethesda, Maryland 20817 Doc. 1: Additional Name(s) to be Indexed (Optional): Doc. 2: Additional Name(s) to be Indexed (Optional): Instrument Submitted By or Contact Person: Name: Judith A. Hill, Paralegal Firm: Lerch, Early & Brewer, Chartered Address: 3 Bethesda Metro Center, Suite 380, Bethesda, Maryland 20814 Phone: 301-986-1300 Return to Contact Person <input checked="" type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided <input type="checkbox"/> </td> </tr> </table>				SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District: 07 Property Tax ID No(s): 02802752, 01728481 and 00653141 Grantor Folio: Map: Parcel No: Var. LOC: Subdivision Name: Lot (3a): Block (3b): Sec/AR (3c): Plat Ref: Sq Ft/Acreage (4): Location/Address of Property Being Conveyed (2): Other Property Identifiers (if applicable): Water Meter Account No: Residential (X) or Non-Residential () Fee Simple (X) or Ground Rent () Amount: Partial Conveyance () Yes (X) No Description/Amt. of Sq Ft/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed: Doc. 1: Grantor(s) Name(s): The Holton-Arms School, Inc. Doc. 2: Grantor(s) Name(s): Doc. 1: Owner(s) for Record (if different from Grantor(s)): Doc. 2: Owner(s) for Record (if different from Grantor(s)): Doc. 1: Grantee(s) Name(s): Doc. 2: Grantee(s) Name(s): New Owner's (Grantee's) Mailing Address: Grantor's Mailing Address: 7303 River Road, Bethesda, Maryland 20817 Doc. 1: Additional Name(s) to be Indexed (Optional): Doc. 2: Additional Name(s) to be Indexed (Optional): Instrument Submitted By or Contact Person: Name: Judith A. Hill, Paralegal Firm: Lerch, Early & Brewer, Chartered Address: 3 Bethesda Metro Center, Suite 380, Bethesda, Maryland 20814 Phone: 301-986-1300 Return to Contact Person <input checked="" type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided <input type="checkbox"/>																										
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7. Transferred From																																	
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9. Other Names to Be Indexed																																	
10. Contact/Mail Information																																	
<p>11. IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Assessment Information</td> <td>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> <td>Will the property being conveyed be the grantee's principal residence?</td> </tr> <tr> <td></td> <td>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> <td>Does transfer include personal property? If yes, identify:</td> </tr> <tr> <td></td> <td>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> <td>Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)</td> </tr> </table> <p>Assessment Use Only (Do Not Write Below this Line)</p> <p>Terminal Verification () Agricultural Verification () Whole Sale () Paid () Transfer Process Verification ()</p> <p>Transfer Number: Date Received: Deed Reference: Assigned Property No:</p> <p>Year: 99 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01</p>						Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)																			
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**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

**IN THE MATTER OF THE APPLICATION :
OF HOLTON ARMS SCHOOL, INC. FOR A : Conditional Use Application
MAJOR MODIFICATION OF SPECIAL : Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE : S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION :**

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(c)

Covenant Emergency Access Road made August 13, 2002,
Liber 21695, Folio 207

2002 AUG 28 P 2: 13 PM

Parcel Identification Numbers: 07-501-02802753
 07-501-01728481
 07-095-00653141

FILED
 MOLLY D. RUHL
 CLERKS OFFICE
 MONTGOMERY CO. MD

Title Insurer: None.

COVENANT EMERGENCY ACCESS ROAD

THIS COVENANT (this "Covenant") is made this 13th day of August, 2002, by **THE HOLTON-ARMS SCHOOL, INC.**, a not-for-profit Maryland corporation, having a mailing address of 7303 River Road, Bethesda, Maryland 20817 (the "Covenantor").

DEFINITIONS

D-1. Athletic Improvements means the new athletic facilities (including the building, spectator seating and track/field and the road and bridge connecting those facilities to the rest of the Property) proposed to be located on the Property as set forth in the Statement of Operations filed by the Covenantor on October 30, 2001, in the Montgomery County Board of Appeals Case No. CBA-1174-C (Exhibit No. 185), and as shown on Exhibit No. 184 and Exhibit I(2) to Exhibit No. 180 in the record of Case No. CBA-1174-C, which exhibits are incorporated herein by reference.

D-2. Covenantor means The Holton-Arms School, Inc., a not-for-profit Maryland corporation.

D-3. Covenantees means the Bradley Boulevard Citizens Association, Inc. (a non-profit citizens association and not for profit Maryland corporation) and any successor organization, the Burning Tree Civic Association (a non-profit citizens association) and any successor organization, George Esenwein, Jane Kinzie, Richard Fong, Peter Masters and Wendy Meer.

D-4. Property means all that certain property located and situated in Montgomery County, Maryland, in the 7th District, in the Burning Tree Valley Subdivision, being known and designated as The Holton-Arms School, which property is comprised of and identified as follows:

- a. Parcel Identification Number 07-501-02802753: Parcel N624, as shown on Tax Map GN33, containing 54.68 acres of land, more or less, also identified as Parcel Two per Plat 17150 recorded in the Plat Records of Montgomery County, Maryland, which plat is attached hereto as Attachment A and incorporated herein by reference.
- b. Parcel Identification Number 07-501-01728481: Parcel P436, as shown on Tax Map GN43, containing 1.190 square feet of land, more or less, as per Deed recorded among the Plat Records of Montgomery County, Maryland, in Liber 15417 at Folio 146, which deed is attached hereto as Attachment B and incorporated herein by reference.

PLEASE RETURN TO:
 LERCH, EARLY & BREWER
 3 Bethesda Metro Center, Suite 380
 Bethesda, Maryland 20814-5367

Attn: Judith A. Hill
 File 74394.001 / 5A8

Per # 41597
 Bk # 18465
 02:11 PM

DRB

MONTGOMERY COUNTY CLERK OF COURTS (LARRY NEWBERRY) MONTGOMERY COUNTY, P. 0207, MONTGOMERY COUNTY, DATE AVAILABLE 08/13/2002, PRINTED 10/12/2002.

- c. Parcel Identification Number 07-095-00653141: Parts of Lots 6 and 7 and Outlot A, Block B, as shown on Tax Map GN43, containing 69,696 square feet of land, more or less, as per Deed recorded among the Land Records of Montgomery County, Maryland, in Liber 15417 at Folio 146, which deed is attached hereto as Attachment B and incorporated herein by reference.

RECITALS

R-1. The Covenantor is the owner in fee simple of the Property.

R-2. The Property is now free and clear of all liens, mortgages and encumbrances.

R-3. Pursuant to that certain Neighborhood Reconciliation Agreement dated October 17, 2001, and amended May 20, 2002, by and among the Covenantor and the Covenantees, the Covenantor agreed to subject the Property to a covenant for the benefit of the Covenantees regarding the establishment and use of an emergency access road on the Property, as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the sum of ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Covenantor does hereby covenant and warrant as follows:

1. An emergency access road ("Emergency Access Road") on the Property has been established in accordance with the Statement of Operations filed October 30, 2001, by Covenantor in Montgomery County Board of Appeals Case No. CBA-1174-C (Exhibit No. 185). The location of the Emergency Access Road is shown on Attachment C, which is attached hereto and incorporated herein by reference.

2. For so long as the Property or any portion thereof is used for educational purposes (including related housing), or the Athletic Improvements exist on the Property, whichever is longer, (a) the use of the Emergency Access Road shall be restricted by a gate or other similar method solely to emergency vehicles and/or emergency evacuation of the Property, and (b) the Emergency Access Road will utilize grass pavers on the Property inside the gate. This covenant shall not be deemed to limit, interfere with, or otherwise prevent the use of the gravel portion of the Emergency Access Road as a residential driveway for the single family detached residence located at 8311 Burdette Road, Bethesda, Maryland, and for a single family detached residence, if one is constructed, on the adjacent parcel, shown on the Montgomery County tax map GN33 as Parcel P633.

3. The covenants and warranties herein made by the Covenantor shall be binding upon it and upon its successors and assigns, are for the benefit of the Covenantees, and may be enforced, by judicial proceedings in law, equity or otherwise, by the Covenantees, and shall run with the land.

[Remainder of Page Intentionally Blank]

AB

IN WITNESS WHEREOF, the Covenantor has executed this Covenant as of the day and year first above written.

COVENANTOR:

THE HOLTON-ARMS SCHOOL, INC.,
a not-for-profit Maryland corporation

BY: Diana Coulton Beebe
Name: Diana Coulton Beebe
Its: Head of School

STATE OF MARYLAND :
COUNTY OF MONTGOMERY :

SS:

I HEREBY CERTIFY THAT on this 13th day of August, 2002, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared Diana Beebe, who acknowledged himself/herself to be the Head of School of The Holton-Arms School, Inc., a not-for-profit Maryland corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Kathryn L. Sherwick
Notary Public

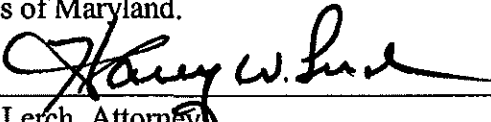
MY COMMISSION EXPIRES:



KATHRYN L. SHERWICK
Notary Public, State of Maryland
County of Anne Arundel
My Commission Expires July 1, 2003

DCB

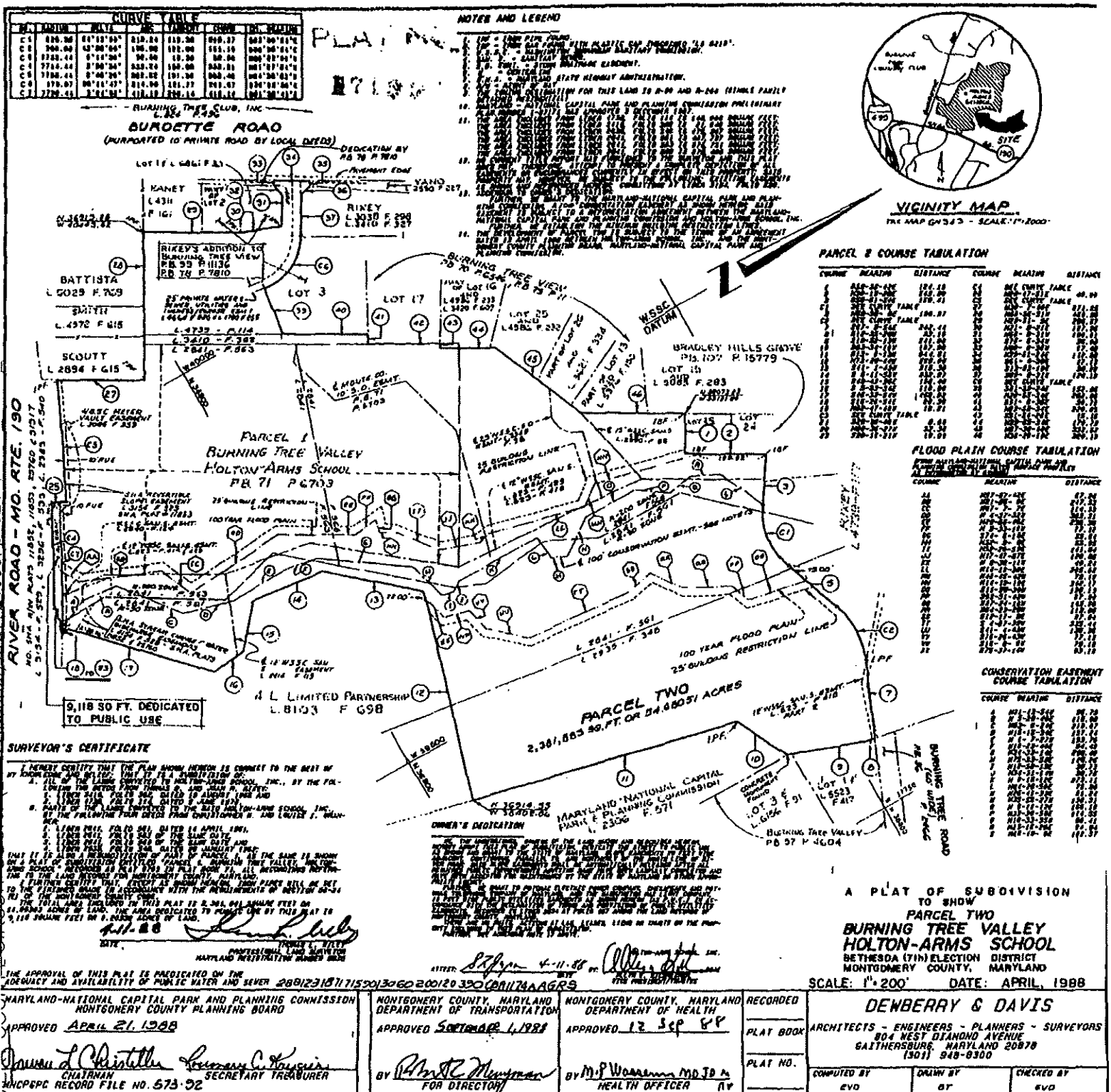
I HEREBY CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.


 Harry W. Lerch, Attorney

AFTER RECORDATION, PLEASE RETURN TO:

Judith A. Hill, Paralegal
Lerch, Early & Brewer, Chtd.
 3 Bethesda Metro Center, Suite 380
 Bethesda, Maryland 20814
 301-986-1300
 [File No. 74394.001\SRB]

G:\Dept\RE\SRB\Holton Arms [74394]\Recordations\Covenant Emergency Road.doc



TITLINGS-NA-

PARCEL ID: 7-95-653141

7-501-1728401

7-501-1728481

04 25:58
05 26:00
06 26:02
07 26:04
08 26:06
09 26:08
10 26:10

IMP FO DATE 15
RECORDING FEE
TOTAL
WEST WASH
BIRM
DEC 31, 1997

Made this 29th day of December, 1997, by and between

THOS. D. RIXEY DEVELOPMENT CO., INC., a MARYLAND corporation,
Grantor, party of the first part, and

THE HOLTON-ARMS SCHOOL, Grantee, ~~party~~ of the second part;

Witnesseth, that for consideration in the amount of zero dollars and 00/100... (\$0.00) and other good and valuable considerations, the said party of the first part does grant and convey unto the party of the second part in fee simple as sole owner all that property situate in Montgomery County, Maryland, in the Seventh Election District, described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Property Address: 8504 Beach Tree Road, Bethesda, Mo. 20817-2903

The record legal description of the boundaries of the parcel are part of the same as described in a Deed recorded in Liber 6832 at folio 699.

Together with the building and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

Refusi:

MEYER, MILLER & CANBY
200 MONROE STREET
ROCKVILLE, MARYLAND 20850

AGRICULTURE TRANSFER TAX IN THE
AMOUNT OF \$ 1.14
SIGNATURE [Signature]

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Montgomery County

EVERETT ASSOCIATES

LF 15412.147

Witness its corporate hand and seal.

THOS. D. RIXEY DEVELOPMENT CO., INC.

BY:

Thomas D. Rixey
THOMAS D. RIXEY, PRESIDENTSTATE OF Hawaii :
COUNTY OF Mau : to wit

I hereby certify that on this 29th day of December, 1997, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Thomas D. Rixey, President of Thos. D. Rixey Development Co., Inc., and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Corporation by himself as such officer on behalf of the Corporation, and he further certified that this is not a transaction or part of a transaction that is a sale or transfer which constitutes a sale of all or substantially all of the assets of the Corporation.

Given under my hand and seal, the day and year aforesaid.

Okulu Braga

Notary Public

My Comm. expires: 3/24/99

DEC 31 1997

This instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

James E. Savitz
JAMES E. SAVITZGrantor's Address: 8609 BURDETTE ROAD BETHESDA MD. 20817-2002Grantee's Address: 7803 RIVER ROAD BETHESDA, MD. 20817

TRANSFER WITHOUT CONSIDERATION

g:\wpfiles\katie\deed.hol

Blugman

All Taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by 12/31/97 have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.



SNIDER & ASSOCIATES
SURVEYORS - ENGINEERS
LAND PLANNING CONSULTANTS

(301) 948-8100
 FAX (301) 948-1286

LF 15417.148

**Description of Part of
 the Property of Thos. D. Rixey
 Development Co., Inc.
 as Described in Liber 6832 Folio 699**

All that piece or parcel of land situate, lying and being in the Bethesda (7th) Election District, Montgomery County, Maryland, being part of the land conveyed to the Thos. D. Rixey Development Co., Inc. by Thomas D. Rixey by deed dated August 20, 1985 and recorded in the Land Records of Montgomery County in Liber 6832 Folio 699 and being more particularly described as follows per a December 1997 survey by Snider & Associates

Parcel I

Being part of the property described as "Parcel 1; Burning Tree Valley; Holton-Arms School" as shown on a Plat of Subdivision recorded in Plat Book 71 at Plat 6703 among the Land Records of Montgomery County, Maryland and being more particularly described as follows:

Beginning for the same at an Iron Pipe Set, said pipe being on the common division line between said Parcel 1 Holton-Arms School and Lot 7 as shown on a Plat of Subdivision known as "Lots 6, 7, 8 and Outlot 'A' & 'B' in Block 'B' Burning Tree Valley" recorded in Plat Book 72 at Plat 6994 among the Land Records of Montgomery County, Maryland; thence running with said common division line

- 1) South $30^{\circ} 11' 56''$ West 251.27 feet, to an Iron Pipe Found; thence running the following three (3) courses and distances with the northerly line of "Parcel II; Burning Tree Valley; Holton-Arms School" as shown on a Plat of Subdivision recorded in Plat Book 150 at Plat 17150 among the Land Records of Montgomery County, Maryland
- 2) South $69^{\circ} 58' 36''$ West 139.34 feet, to an Iron Pipe Set; thence
- 3) 213.24 feet, along the arc of a curve to the right having a radius of 225.35 and a chord bearing and distance of North $82^{\circ} 54' 54''$ West 205.37 feet, to an Iron Pipe Set; thence
- 4) North $55^{\circ} 48' 24''$ West 71.22 feet, to an Iron Pipe Set; thence leaving said northerly line of Parcel II and running reversely of the South $26^{\circ} 01' 54''$ West 156.01 foot line of Lot 23 Block 8 of the property shown on Resubdivision Plat, known as "Lots 21-25 Block 'B' Section 3; Bradley Hills Grove" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 137 at Plat 15779

2-16-95 215
LF 15417.149

- 5) North $25^{\circ} 57' 13''$ East 194.68 feet to an Iron Pipe Found; thence leaving said line of Lot 23 Block "B" and running the following three (3) courses and distances with the property described as Parcels "B" and "A" in Liber 7016 at Folio 123 and Liber 7016 at Folio 118 respectively among the Land Records of Montgomery County, Maryland
- 6) South $62^{\circ} 42' 17''$ East 98.93 feet, to an Iron Pipe Set; thence
- 7) North $56^{\circ} 28' 15''$ East 193.57 feet, to an Iron Pipe Set; thence
- 8) North $01^{\circ} 33' 23''$ West 35.01 feet, to an Iron Pipe Set; thence leaving said Parcels "B" and "A" and running with Part of Lots 9, 10 and the 20' Path Block B as shown on a Plat of Subdivision known as "Blocks A & B; Section Three; Bradley Hills Grove" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 68 at Plat 6338
- 9) South $62^{\circ} 38' 15''$ East 86.46 feet, to the Point of Beginning and containing a computed area of 88737.9237 sq. ft. or 2.04 acres of land.

Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

Parcel II

Being part of Lots 6 and 7 and Outlot "A" Block "B" Burning Tree Valley, as shown on a Plat of Subdivision recorded in Plat Book 72 at Plat 6994 among the Land Records of Montgomery County, Maryland, and being more particularly described as follows

Beginning for the same at an Iron Pipe Set, said pipe being on the common division line between said Lot 7 of Block B, Burning Tree Valley and Lot 9 Block B as shown on a Plat of Subdivision for Blocks A & B; Section Three; Bradley Hills Grove as recorded in Plat Book 68 at Plat 6338 among the Land records of Montgomery County, Maryland; thence running with said common division line

- 1) South $62^{\circ} 40' 58''$ East 56.59 feet, to an Iron Pipe Found; thence leaving said common division line between Lots 7 and 9 Block B and running the following three (3) courses and distances across and thru to include part of said Lots 6 and 7 and Outlot A Block B
- 2) South $65^{\circ} 55' 05''$ East 125.71 feet, to an Iron Pipe Set; thence

LE 15412.150

- 3) South $65^{\circ} 02' 18''$ East 313.47 feet, to an Iron Pipe Set; thence
- 4) 36.34 feet, along the arc of a curve to the left having a radius of 295.00 feet and chord bearing and distance of South $68^{\circ} 46' 16''$ East 36.31 feet to an Iron Pipe Set on the common division line between said Lot 6 Block B and Lot 9 Block B as shown on a Plat of Subdivision known as "Outlot 'A' Block 'A'; Lot 22 Block 'A'; Lot 9 Block B; Burning Tree Valley" as recorded in Plat Book 104 at Plat 11841 among the Land Records of Montgomery County, Maryland; thence running with said common line
- 5) South $12^{\circ} 08' 50''$ West 47.85 feet, to an Iron Pipe Set on the Northerly Right-of-Way Line for Burning Tree Road; thence continuing with the common division line between said Lot 6 Block B and Burning Tree Road
- 6) South $16^{\circ} 18' 20''$ West 63.30 feet, to an Iron Pipe Found; thence running the following three (3) courses and distances with the common division line between Lot 6 Block B and Parcel Two as shown on a Plat of Subdivision known as "Parcel Two; Burning Tree Valley; Holton-Arms School".
- 7) North $67^{\circ} 00' 31''$ West 242.03 feet, to an Iron Pipe Found; thence
- 8) 195.93 feet, along the arc of a curve to the left having a radius of 260.80 feet and chord bearing and distance of North $88^{\circ} 31' 54''$ West 191.35 feet to an Iron Pipe Set; thence
- 9) South $69^{\circ} 38' 36''$ West 58.75 feet, to an Iron Pipe Found; thence leaving said common division line with "Parcel Two, Burning Tree Valley, Holton-Arms School" and running
- 10) North $3^{\circ} 11' 56''$ East 251.27 feet, along the common division line between said Lot 6 Block B and Parcel I as described above to the Point of Beginning and containing a computed area of 69,999.7158 sq. ft. or 1.61 acres of land.

Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

LF 15417.151

The information shown hereon has been prepared without benefit of a Title Report, therefore, may not reflect all easements or encumbrances which may affect subject property.

Notes:

- 1) Flood zone "A" 6 "C" per H.A.D. parcel No. 01700.
- 2) All property corners have been recovered or set and verified per field survey performed December 10, 15 & 22, 1997.
- 3) I.P.F. indicates iron pipe found, I.P.S. indicates iron pipe set.

THE HOLTON ARMS SCHOLL, INC.
PARCEL TWO
P.B. 150 P. 17150



PLAT OF SURVEY
PROPERTY OF T.D. RNEY
DEVELOPMENT CO., INC.
PART OF THE LANDS DESCRIBED IN
LIBER 6432 FOLIO 699
MONTGOMERY COUNTY, MARYLAND

Building Line and/or Flood Zone Information is taken from Available Sources and is Subject to Interpretation of Originator.

SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD SURVEY PURSUANT TO THE RECORD OF PLAT OF RECORD, PROPERTY PLANNING HAS BEEN COVERED ON PLANS IN ACCORDANCE WITH THE INFORMATION SHOWN.		REFERENCE PLAT NO. 6432 FOLIO 699		DATE OF LOCATIONS FROM CORN: 12-22-97 NEW LOC: 12-10-97	
SYDNER & ASSOCIATES SURVEYORS - ENGINEERS LAND PLANNING CONSULTANTS 4 Professional Bldg., Suite 210 Gaithersburg, Maryland 20878 Tel: 301-948-1100 Fax: 301-948-1100		SCALE 1" = 100' DRAWN BY M.A.B.		FOR NO. 07-0002	

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(d)

Conservation Easement Agreement made December 12, 2002,
Liber 22514, Folio 656

22514 656

Parcel Identification Numbers: 07-501-02802753
07-501-01728481
07-095-00653141

Title Insurer: None.

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT (this "Agreement") is made this 12th day of December, 2002, by THE HOLTON-ARMS SCHOOL, INC., a not-for-profit Maryland corporation, having a mailing address of 7303 River Road, Bethesda, Maryland 20817 (hereinafter referred to as the "Grantor"), for the benefit of the Grantees (as hereinafter defined).

DEFINITIONS

Athletic Improvements: The new athletic facilities (including the building, spectator seating and track/field and the road and bridge connecting those facilities to the remainder of the Property) proposed to be located on the Property as set forth in the Statement of Operations filed by the Grantor on October 30, 2001, in the Montgomery County Board of Appeals Case No. CBA-1174-C (Exhibit No. 185).

Conditioned Property: That portion of the Property located east of Booze Creek and north of Summer Mill Court as shown on Exhibit A attached hereto and incorporated herein by reference. The Conditioned Property consists of three areas: (a) the Non-Disturbance Area; (b) the Partial Disturbance Area; and (c) the Non-Easement Area, all as shown on Exhibit A.

Conservation Easement Site: The Non-Disturbance Area and the Partial Disturbance Area, jointly, as shown on Exhibit A.

Easement: The conservation easement herein granted by the Grantor to the Grantees, the terms of which are set forth more particularly below.

Grantees: The Bradley Boulevard Citizens Association, Inc. (a non-profit citizens association and not-for-profit Maryland corporation) and any successor organization, the Burning Tree Civic Association (a non-profit citizens association) and any successor organization, and George Essenwein, Jane Kinzie, Richard Fong, Peter Masters and Wendy Meer.

Grantor: Holton-Arms, Inc., a not-for-profit Maryland corporation and fee simple owner of the real property referred to herein as the "Property."

Landscaping Plan: The landscaping plan for the Athletic Improvements as approved by

MONTGOMERY COUNTY, MD

APPROVED BY ABT

DEC 12 2002

PLEASE RETURN TO:
LERCH, EARLY & BREWER
3 Bethesda Metro Center, Suite 380
Bethesda, Maryland 20814-5367

Attn: Judith A. Hill
File 74394.001/SRB

\$ N/A RECORDATION TAX PAID
\$ N/A TRANSFER TAX PAID

FS

the Board of Appeals in its ruling on October 30, 2001, in the Montgomery County Board of Appeals Case No. CBA-1174-C (Exhibit Nos. 190(a), 190(b), and Exhibit I(1) to Exhibit No. 180).

Neighborhood Liaison Committee: The committee described in Section Five of the Neighborhood Reconciliation Agreement entered into by the Grantor and the Grantees on October 17, 2001, and amended May 20, 2002.

Property: Property means all that certain property located and situated in Montgomery County, Maryland, in the 7th District, in the Burning Tree Valley Subdivision, being known and designated as The Holton-Arms School, which property is comprised of and identified as follows:

- a. Parcel Identification Number 07-501-02802753: Parcel N624, as shown on Tax Map GN33, containing 54.68 acres of land, more or less, also identified as Parcel Two per Plat 17150 recorded in the Plat Records of Montgomery County, Maryland, which plat is attached hereto as Exhibit B and incorporated herein by reference.
- b. Parcel Identification Number 07-501-01728481: Parcel P436, as shown on Tax Map GN43, containing 87,120 square feet of land, more or less, as per Deed recorded among the Land Records of Montgomery County, Maryland, in Liber 15417 at Folio 146, which deed is attached hereto as Exhibit C and incorporated herein by reference.
- c. Parcel Identification Number 07-095-00653141: Part of Lots 6 and 7 and Outlot A, Block B, as shown on Tax Map GN43, containing 69,696 square feet of land, more or less, as per Deed recorded among the Land Records of Montgomery County, Maryland, in Liber 15417 at Folio 146, which deed is attached hereto as Exhibit C and incorporated herein by reference.

Potential Wetlands: Potential Wetlands include the Wetlands and Waters of the United States identified by the Biohabitats 2001 Study, which study is incorporated by reference in this Conservation Easement and filed with the Conservation Easement in Board of Appeals Case No. CBA-1174-C. Potential Wetlands are located within the Non-Disturbance Area of the Conservation Easement Site and shall be accorded the same protections and same stature as "Wetlands" under this Conservation Easement.

Term: The Term of this Easement shall be for as long as the Athletic Improvements exist on the Conditioned Property or for as long as the Conditioned Property, or any portion thereof, is used for any purpose other than individually owned single family detached residences, whichever is longer.

Wetlands: Those environmental features shown on Exhibit A and bearing the label "Wetlands".

WITNESSETH

This Agreement reflects a grant of Easement by Grantor to the Grantees for the Term stated above.

WHEREAS, the Grantor has entered into that certain Neighborhood Reconciliation Agreement with the Grantees dated October 17, 2001, and amended May 20, 2002, pursuant to which the Grantor agreed to place a conservation easement, prior to any grading, tree cutting, brush clearing or other work, on the Conservation Easement Site; and

WHEREAS, the location of this Easement is as shown on Exhibit A (incorporated by reference into the terms of this Agreement), which delineates three (3) distinct areas of the Conditioned Property consisting of (a) the Non-Disturbance Area, (b) the Partial Disturbance Area, and (c) the Non-Easement Area, all as shown on Exhibit A, and identifies two of those areas, the Non-Disturbance Area and the Partial Disturbance Area, as the Conservation Easement Site; and

WHEREAS, the purpose of this Easement is to protect within the Conservation Easement Site, particularly with regard to the area designated as the Non-Disturbance Area, the existing and future forest cover; individual trees; rare, threatened or endangered plant populations; streams and adjacent buffer areas, Wetlands, Potential Wetlands and other sensitive natural features; and to maintain existing natural conditions to protect plant habitats, water quality and wildlife; and

WHEREAS, the purpose includes preservation of the natural beauty of the Conservation Easement Site and prevention of any alteration, construction or destruction that will tend to mar or detract from such natural beauty; and

WHEREAS, the purpose also includes the protection and preservation of natural features within the Conservation Easement Site which efforts are consistent with the terms and conditions of the Neighborhood Reconciliation Agreement and applicable law; and

WHEREAS, the Grantor, under the terms of the Neighborhood Reconciliation Agreement, has agreed that so long as the Athletic Improvements exist on the Property it shall not sell any portion of the Conditioned Property, and further has agreed that in the event it sells the Conditioned Property, it shall not sell less than the entire Conditioned Property; and

WHEREAS, the Parties intend that the conditions and covenants contained in this Conservation Easement Agreement shall run with the land and be in effect as long as the Athletic Improvements exist on the Conditioned Property, or as long as the Conditioned Property, or any portion thereof, is used for any purpose other than individually owned single family detached residences, whichever is longer, and shall be binding on all subsequent owners and occupants of the Conditioned Property; and

WHEREAS, the Parties intend that a servitude be placed upon the Conditioned Property to create a conservation benefit in favor of the Grantees and their successors,

NOW, THEREFORE, the Grantor has executed this Conservation Easement Agreement in consideration of the Grantees' execution of the Neighborhood Reconciliation Agreement. The Grantor does hereby grant and convey unto the Grantees, for the Term hereof, an Easement on the Conservation Easement Site on the Property, the size and location of which are described in Exhibit A, the nature and character of which Easement are more particularly described herein. This Easement constitutes a covenant real running with the title of the land, and is granted to preserve, protect and maintain the general topography and natural character of the Conservation Easement Site for the Term hereof. Grantor, its heirs, successors and assigns covenant to abide by the following restrictions within the Easement:

1. The foregoing Recitals and Definitions are agreed to and incorporated herein and shall be binding upon the parties.

2. **Partial Disturbance Area:** The Partial Disturbance Area may be cleared, graded and replanted with evergreens and other trees and shrubs in accordance with the Landscaping Plan. Any such trees or shrubs that die shall be removed and promptly replaced, and additional evergreens may be planted to shield the Athletic Improvements from the view of adjacent properties as approved by the Grantees or their designees, which may be the neighbor members then serving on the Neighborhood Liaison Committee if such committee is then in existence. The Partial Disturbance Area shall otherwise be subject to the same limitations as the Non-Disturbance Area to the extent such limitations are not inconsistent with this provision.

3. **Non-Disturbance Area:** The Non-Disturbance Area shall be subject to the following:

a. No living trees or shrubs (of any size or type) shall be cut down, removed or destroyed without prior written consent from the Grantees or their designees, who may be the neighbor representatives then serving on the Neighborhood Liaison Committee if such committee is then in existence. Notwithstanding the foregoing, diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage.

b. No plant materials (including, but not limited to brush, saplings, undergrowth, or non-woody vegetation) shall be mowed or cut down, dug up, removed or destroyed unless removed pursuant to the terms and conditions of a forest management plan approved by the Grantees or their designees, who may be the neighbor representatives to the Neighborhood Liaison Committee. Noxious weeds (limited to those weeds defined as "noxious" under Maryland State or Montgomery County laws or regulations) may be removed as required by law, but the method of removal must be consistent with the limitations contained within this Conservation Easement Agreement. Vegetation removal shall be limited to noxious weeds only, and protective measures must be taken to protect nearby trees, shrubs, and rare, threatened or endangered plant populations. Herbicides shall be used only as a last resort in such removal and

shall not be employed within fifty (50) feet of any rare, threatened or endangered plant populations.

c. No mowing, agricultural activities, or cultivation shall occur. Grantor may replace dead trees or undergrowth in the Non-Disturbance Area provided that new plantings are characteristic of trees or undergrowth native to Maryland.

d. Nothing in this Agreement precludes the implementation of afforestation or reforestation pursuant to an approved forest conservation plan or maintenance agreement implemented under Chapters 19 or 22A of the Montgomery County Code, provided, however, that such afforestation or reforestation efforts shall include protective measures to preserve existing trees and shrubs, and existing undergrowth to the extent possible, and shall at no time encroach upon the rare, threatened or endangered plant populations on the Conservation Easement Site.

4. The following activities may not occur within the Non-Disturbance Area at any time and may not occur within the Partial Disturbance Area at any time after implementation of the Athletic Improvements and Landscape Plan:

a. Construction, excavation or grading (except for afforestation and reforestation efforts conducted in compliance with an approved forest conservation plan and consistent with Paragraph 3.d above or replanting of the Partial-Disturbance Area in accordance with the Landscaping Plan and consistent with Paragraph 2 above).

b. Erection of any building or structural improvements on or above ground, including (but not limited to) toy sheds, dog pens, play equipment and retaining walls, provided, however, that the Grantees or their designees, who may be neighbor representatives to the Neighborhood Liaison Committee if such committee is then in existence, may consent to construction of retaining walls within the Partial Disturbance Area if such construction becomes necessary to prevent erosion or deceleration of surface drainage.

c. Construction of any roadway, private drive, sidewalk, or footpath.

d. Activities which in any way could alter or interfere with the natural ground cover or drainage (including alteration of stream channels, stream currents or stream flow).

e. Industrial or commercial activities.

f. Timber cutting, unless conducted pursuant to a forest management plan approved by the Grantees or their designees, who may be neighbor representatives to the Neighborhood Liaison Committee if such committee is then in existence.

g. Location of any component of a septic system.

h. Excavation, dredging, or removal of loam, gravel, soil, rock, sand and other materials.

i. Diking, dredging, filling or removal of Wetlands or Potential Wetlands (all Wetlands and Potential Wetlands are located within the Non-Disturbance Area).

j. Pasturing of livestock (including horses) and storage of manure or any other suit.

k. Alteration of streams (except as provided in Paragraph 9 below).

5. No dumping of unsightly or offensive material, including trash, ashes, sawdust or grass clippings shall occur. Suitable heavy fill and other stabilization measures may be placed to control and prevent erosion, provided that the fill is covered by arable soil or humus and properly stabilized.

6. Fences consistent with the purposes of the Easement may be erected.

7. Notwithstanding any of the foregoing, the Grantor may implement any stream restoration plan approved by the staff of the Maryland National Capital Park and Planning Commission for the restoration of Booze Creek on the Conditioned Property. The Grantor shall take protective measures to minimize the interference of such stream restoration efforts with the other objectives of this Easement.

8. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the Easement.

9. The Grantor authorizes members of the Neighborhood Liaison Committee, after not less than 24 hours notice, to enter the Conservation Easement Site, at reasonable hours, for the purpose of making periodic inspections to ascertain whether the Grantor, its heirs, successors or assigns have complied with the restrictions, conditions, and easements established herein. In the event that such committee is not then in existence, the Grantor authorizes the Grantees or their designee to make such inspections under the same conditions. This Easement does not convey to the general public the right to enter the Property or Conservation Easement Site for any purpose.

10. The Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed, sales contract, mortgage, lease or other legal instrument by which any interest in the Conditioned Property is conveyed.

11. No failure on the part of the Grantees to enforce any covenant or provision herein shall waive the Grantees' right to enforce any covenant within this Conservation Easement Agreement.

12. Upon believing a violation of any of the restrictions, conditions, covenants and easements established by this Conservation Easement Agreement has occurred, the Grantees and their successors shall have the right to enforce such provisions by judicial proceedings in law or equity or otherwise. This shall include injunctive or other appropriate relief in any court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original natural state, and Grantor agrees to pay for court costs and reasonable attorney fees if the Grantees successfully seek judicial relief.

13. All written notices required by this Conservation Easement Agreement shall be sent to the Grantees at the addresses set forth in the Neighborhood Reconciliation Agreement.

14. Nothing herein shall prevent the Washington Suburban Sanitary Commission (hereinafter "WSSC") from exercising its rights to inspect, maintain, repair or replace any pipes installed within the boundaries of the easement previously granted to WSSC by the Grantor as recorded among the Land Records of Montgomery County, Maryland. Nothing herein shall prevent WSSC or the Grantor from replacing trees, shrubs or vegetation damaged or removed in the exercise of such rights.

15. This Easement shall operate independently from any other easement which has been or may be placed on the property by any governmental agency, and the term and/or termination of any one such easement shall not affect the term of any other such easement.

TO HAVE AND TO HOLD unto the Grantees, in accordance with the terms of this Conservation Easement Agreement, this Grant shall be binding upon the heirs, successors and assigns of the Grantor for the Term hereof and shall constitute a covenant real running with the title of the Property.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.

GRANTOR:

THE HOLTON-ARMS SCHOOL, INC.,
a not-for-profit Maryland corporation

BY:

Name:

Its:

John Wintrol
John Wintrol
President

STATE OF MARYLAND :

ss:

COUNTY OF MONTGOMERY :

I HEREBY CERTIFY THAT on this 11th day of December, 2002, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared John Wintrol, who acknowledged himself/herself to be the President of The **Holton-Arms School, Inc.**, a not-for-profit Maryland corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

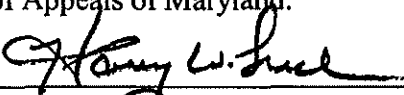
(SEAL)

Janice V. Demaré
Janice V. Demaré
Notary Public

MY COMMISSION EXPIRES:

Janice V Demaré
Notary Public
Commission Exp 9/1/03

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



Harry W. Lerch, Attorney

AFTER RECORDATION, PLEASE RETURN TO:

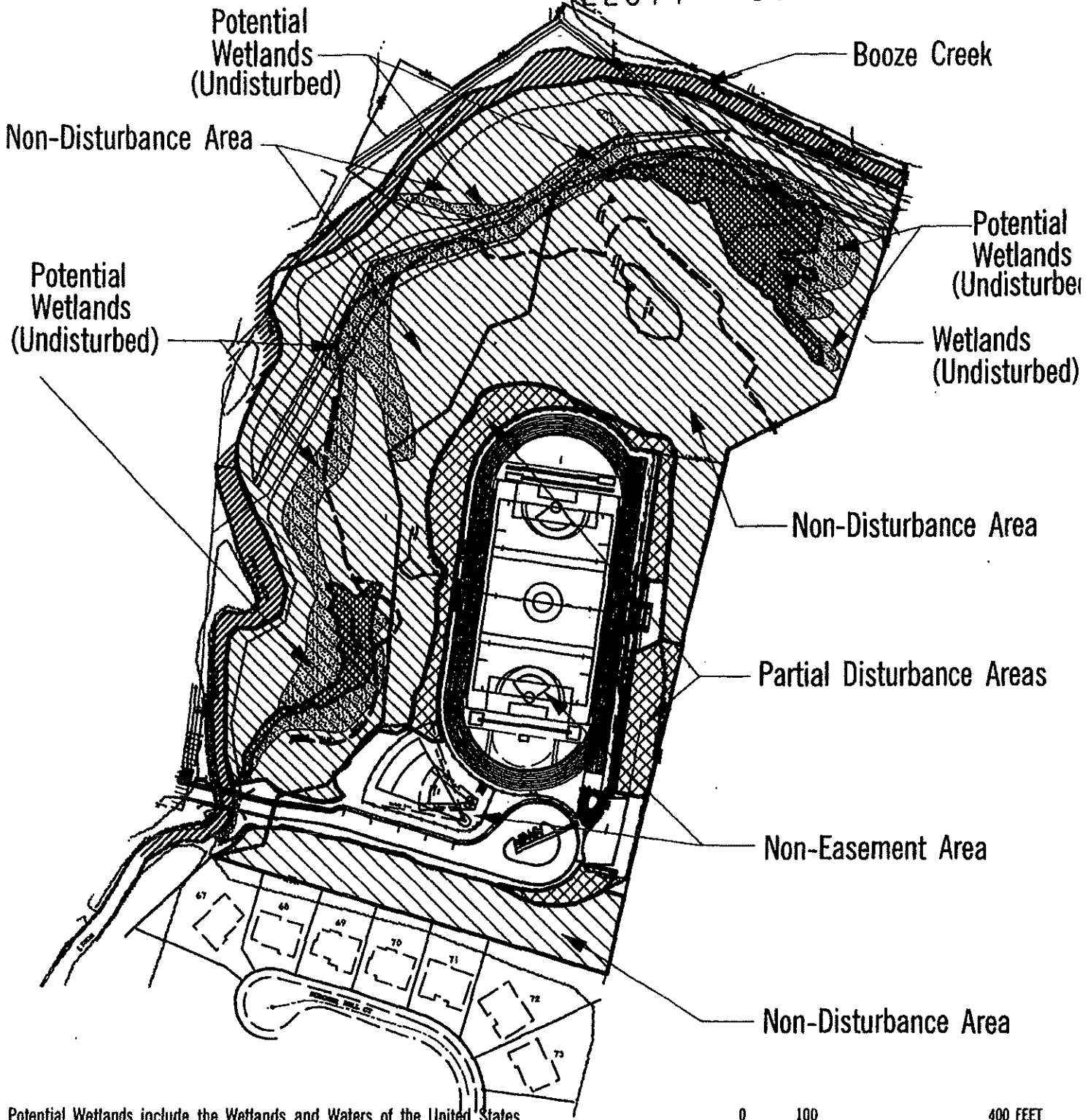
Judith A. Hill, Paralegal
Lerch, Early & Brewer, Chtd.
3 Bethesda Metro Center, Suite 380
Bethesda, Maryland 20814
301-986-1300
[File No. 74394.001\SRB]

G:\Dept\RE\SRB\Holton Arms [74394]\Recordations\REVISED Conservation Easement.doc

MUNIGUMERY C... 22514, p. 0003, MISA_CEO3_22408. Date available 09/10/2003. Printed 10/12/2023.

22514 665

EXHIBIT A



NOTE: Potential Wetlands include the Wetlands and Waters of the United States identified by the Biohabitats 2001 Study, which is incorporated by reference and filed in Board of Appeals Case No. CBA-1174-C with this Conservation Easement. Potential Wetlands shall be accorded the same protections and the same stature as "Wetlands" under this Conservation Easement.

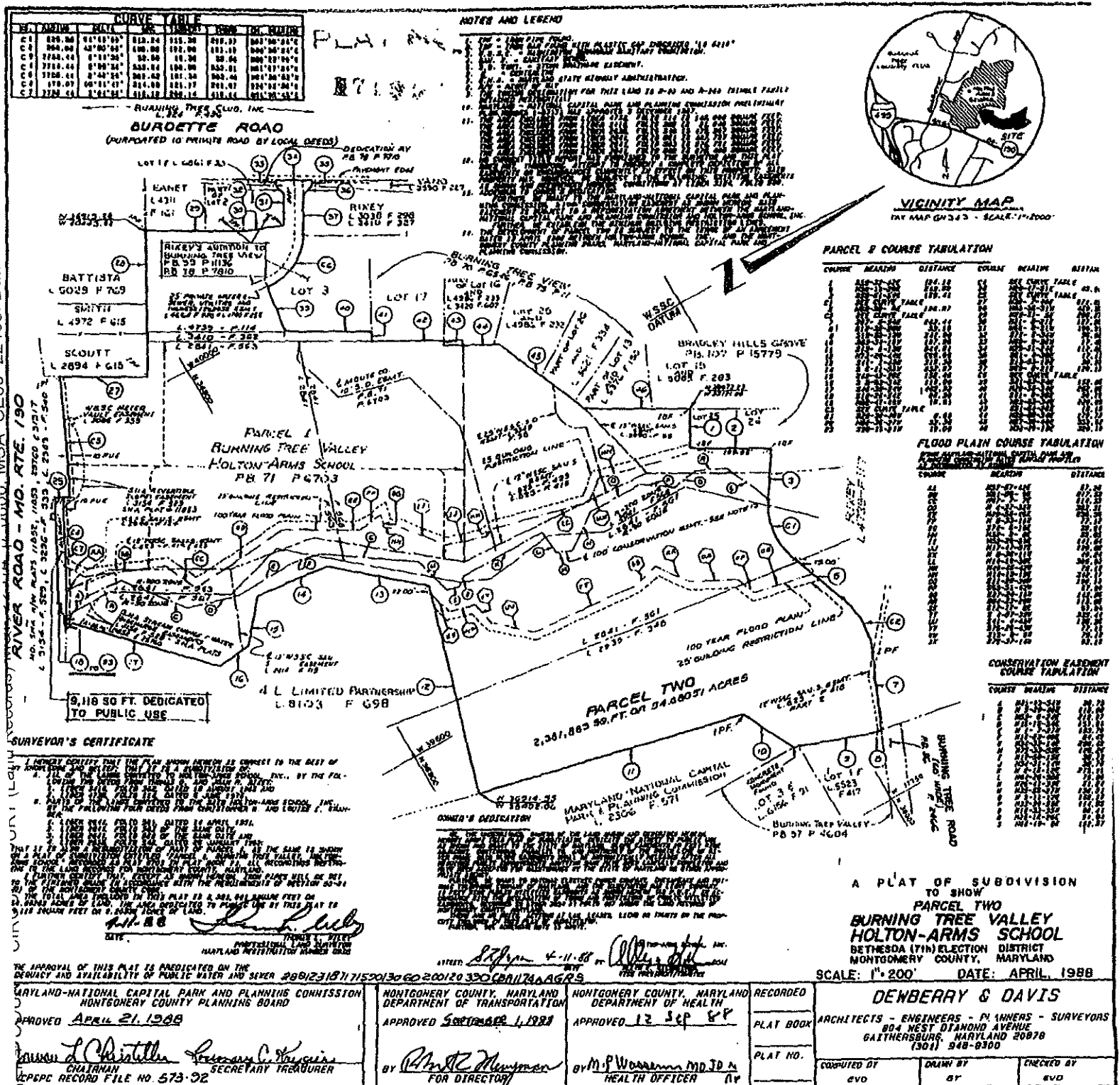
Wetlands and Potential Wetlands are located within the Non-Disturbance Area.



CONSERVATION EASEMENT AREAS

EXHIBIT "A"

SE-22



Return to:
MILLER, MILLER & CANBY
200 HIGDON STREET
ROCKVILLE, MARYLAND 20850

LF 15417.147

Witness its corporate hand and seal.

THOS. D. RIXEY DEVELOPMENT CO., INC.

By:

Thomas D. Rixey
THOMAS D. RIXEY, PRESIDENTSTATE OF Hawaii :
COUNTY OF Maui : to wit

I hereby certify that on this 29th day of December, 1997, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Thomas D. Rixey, President of Thos. D. Rixey Development Co., Inc., and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Corporation by himself as such officer on behalf of the Corporation, and he further certified that this is not a transaction or part of a transaction that is a sale or transfer which constitutes a sale of all or substantially all of the assets of the Corporation.

Given under my hand and seal, the day and year aforesaid.

Orlinda Bagda

Notary Public

My Comm. expires: 3/24/99

DEC 31 1997

This instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

7-95-053141

James E. Savitz
JAMES E. SAVITZGrantor's Address: 6609 Eudora Road, Bethesda, MD. 20817-2002Grantee's Address: 7803 River Road, Bethesda, MD. 20817

TRANSFER WITHOUT CONSIDERATION

g:\wpfiles\katie\deed.hol

Blayman

All taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by 12/29/97 have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

**SNIDER & ASSOCIATES**SURVEYORS - ENGINEERS
LAND PLANNING CONSULTANTS

(301) 948-8100

FAX (301) 948-1286

LF 15412.148

**Description of Part of
the Property of Thom. D. Rixey
Development Co., Inc.
as Described in Liber 6832 Folio 699**

All that piece or parcel of land situate, lying and being in the Bethesda (7th) Election District, Montgomery County, Maryland, being part of the land conveyed to the Thom. D. Rixey Development Co., Inc. by Thomas D. Rixey by deed dated August 20, 1985 and recorded in the Land Records of Montgomery County in Liber 6832 Folio 699 and being more particularly described as follows per a December 1997 survey by Snider & Associates

Parcel I

Being part of the property described as "Parcel 1; Burning Tree Valley; Holton-Arms School" as shown on a Plat of Subdivision recorded in Plat Book 71 at Plat 6703 among the Land Records of Montgomery County, Maryland and being more particularly described as follows:

Beginning for the same at an Iron Pipe Set, said pipe being on the common division line between said Parcel 1 Holton-Arms School and Lot 7 as shown on a Plat of Subdivision known as "Lots 6, 7, 8 and Outlot 'A' & 'B' in Block 'B' Burning Tree Valley" recorded in Plat Book 72 at Plat 6994 among the Land Records of Montgomery County, Maryland; thence running with said common division line

- 1) South 3° 11' 56" West 251.27 feet, to an Iron Pipe Found; thence running the following three (3) courses and distances with the northerly line of "Parcel II; Burning Tree Valley; Holton-Arms School" as shown on a Plat of Subdivision recorded in Plat Book 150 at Plat 17180 among the Land Records of Montgomery County, Maryland
- 2) South 69° 58' 36" West 139.34 feet, to an Iron Pipe Set; thence
- 3) 213.24 feet, along the arc of a curve to the right having a radius of 225.35 and a chord bearing and distance of North 82° 54' 54" West 205.37 feet, to an Iron Pipe Set; thence
- 4) North 55° 49' 24" West 71.22 feet, to an Iron Pipe Set; thence leaving said northerly line of Parcel II and running reversely of the South 26° 01' 54" West 156.01 foot line of Lot 23 Block 8 of the property shown on Resubdivision Plat, known as "Lots 21-25 Block 'B' Section 3; Bradley Hills Grove" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 137 at Plat 15779

LF 15417.149

- 5) North $25^{\circ} 57' 13''$ East 194.68 feet to an Iron Pipe Found; thence leaving said line of Lot 23 Block "B" and running the following three (3) courses and distances with the property described as Parcels "B" and "A" in Liber 7016 at Folio 123 and Liber 7016 at Folio 118 respectively among the Land Records of Montgomery County, Maryland
- 6) South $62^{\circ} 42' 17''$ East 95.93 feet, to an Iron Pipe Set; thence
- 7) North $56^{\circ} 28' 15''$ East 193.57 feet, to an Iron Pipe Set; thence
- 8) North $01^{\circ} 33' 23''$ West 35.01 feet, to an Iron Pipe Set; thence leaving said Parcels "B" and "A" and running with Part of Lots 9, 10 and the 20' Path Block B as shown on a Plat of Subdivision known as "Blocks A & B; Section Three; Bradley Hill Grove" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 68 at Plat 6338
- 9) South $62^{\circ} 38' 15''$ East 86.46 feet, to the Point of Beginning and containing a computed area of 88737.9237 sq. ft. or 2.04 acres of land.

Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

Parcel 11

Being part of Lots 6 and 7 and Outlot "A" Block "B" Burning Tree Valley, as shown on a Plat of Subdivision recorded in Plat Book 72 at Plat 6994 among the Land Records of Montgomery County, Maryland, and being more particularly described as follows

Beginning for the same at an Iron Pipe Set, said pipe being on the common division line between said Lot 7 of Block B, Burning Tree Valley and Lot 9 Block B as shown on a Plat of Subdivision for Blocks A & B; Section Three; Bradley Hill Grove as recorded in Plat Book 68 at Plat 6338 among the Land records of Montgomery County, Maryland; thence running with said common division line

- 1) South $62^{\circ} 40' 58''$ East 56.59 feet, to an Iron Pipe Found; thence leaving said common division line between Lots 7 and 9 Block B and running the following three (3) courses and distances across and thru to include part of said Lots 6 and 7 and Outlot A Block B
- 2) South $65^{\circ} 55' 05''$ East 125.71 feet, to an Iron Pipe Set; thence

- Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

PROP. COTR: 12-22-97	DRAFT BY: M.A.S.
WEEK LOG: 12-10-97	JOB NO.: 97-0022

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(e)

Declaration of Covenants made January 6, 1988, Liber 8103, Folio 677

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS made this 6th day of January, 1988, by The Holton-Arms School, Inc., a Maryland, non-profit corporation, ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Montgomery County, Maryland containing approximately 21.5013 acres of land as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Declarant is also the owner of certain real property containing approximately 54.89124 acres of land which is adjacent to and contiguous with the Property, as more particularly described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Adjoining Property"); and

WHEREAS, Declarant wishes to impose certain covenants and restrictions upon the Property in order to preserve the value and appearance of the Property and the Adjoining Property, which covenants and restrictions shall run with the land and bind each and every lot or parcel comprising the Property and inure to the benefit of and shall be enforceable by the Declarant, or its successors and assigns in ownership of all or any part of the Adjoining Property, all as more particularly set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, encumbered, sold, ^{MISC I} ~~leased~~ ^{80.00} rented, used, occupied and improved subject to the ^{1.00} ~~covenants and~~ ^{1.00} restrictions hereinafter set forth. ^{701.00}

ARTICLE I
Definitions

The following words, when used in this Declaration, shall have the following meanings:

(a) The "Property" shall mean and refer to all real property described in Exhibit "A".

(b) The "Adjoining Property" shall mean and refer all real property described in Exhibit "B".

(c) "Lot" shall mean and refer to all subdivided parcels or property which are now or hereafter part of the Property.

(d) "Dwelling" or "Dwelling Unit" shall mean and refer only to any single family detached residence situated upon the Property and designed and intended only for use and occupancy as a residence by a single person or family, and does not include townhouses or similar structures.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

211

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reproduction.

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ARTICLE II
Use Restrictions and Covenants

The use of the Property and each Lot therein is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a Dwelling Unit; except that a professional office may be maintained in a Dwelling Unit, provided, however, that such maintenance and use is limited to the person or persons actually residing in the Dwelling Unit, and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section 1, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or any subsequent Owner of all or any part of the Property from the use of any Lot or Dwelling, or improvement thereon, for promotional or display purposes, or as "model homes", a sales office or the like, in connection with the sale of Dwelling Units.

Section 2. Except as provided in Section 1, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes.

Section 3. No sign, billboard or similar devise shall be erected, placed or maintained upon a Lot or any part thereof, or any building or structure erected thereon. This covenant shall not apply to signs erected by the selling agents of the Property or any part thereof.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers, and, provided further, that each Lot Owner must conform to the laws of Montgomery County, Maryland with respect thereto.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on the Property except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time, except in enclosed rear yards, unless required by the collection agency.

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Section 7. Unless used for daily transportation by the occupants, no commercial truck, commercial bus, or other commercial vehicle of any kind shall be permitted to be kept upon any portion of the Property.

Section 8. No portion of the Property shall be used for the repair of automobiles, trucks, motorcycles, vans or any other type of motor vehicle, nor shall any vehicle other than a private automobile be parked on any portion of the Property. No unlicensed vehicle shall remain on the Property for more than seventy-two (72) hours.

Section 9. Not more than fifty-five (55) Dwelling Units shall be constructed (presently or in the future) upon the Property.

Section 10. The names Holton-Arms and/or Granger Property may not be used, directly or indirectly, in connection with the development, marketing, sale or use of the Property or any Lot comprising the Property, without the express written consent of Declarant or the designated representative of the Granger Family.

Section 11. A natural buffer area is hereby established to include a strip of land upon such portion of the Property that directly abuts the Adjoining Property, as shown as the shaded area on the plat attached hereto as Exhibit "C". Such natural buffer area shall be maintained at all times by and at the expense of the Owner or Owners of any portion of the Property of which the natural buffer area is a part. No Owner will permit the removal from the natural buffer area of any tree with a diameter of two (2) inches or more, or the construction of any improvements upon the natural buffer area, or the removal from the natural buffer area of any vegetation (with the exception of scrub brush or other similar growth), except such removal or clearing as may be required in connection with the installation of sanitary sewer connections, storm water out falls, and implementation of sediment control measures; provided, however, that in the event of the permitted removal of trees or vegetation as provided above, the Owner or Owners of any portion of the Property so affected shall promptly after such removal replant and replace the natural buffer area with trees of the proper caliber and suitable vegetation. Any portion of the natural buffer area which is damaged or destroyed (whether such damage is the result of natural causes, the action of the Owner or a third party) will be promptly replanted and replaced, by the Owner or Owners of that portion of the natural buffer area that has been damaged or destroyed, with trees having a diameter of at least two (2) inches. Notwithstanding anything to the contrary provided in this Section 11, the obligation of each Owner of the Property, or part thereof, to maintain the natural buffer area shall apply only to that portion of the natural buffer area lying upon a part of the Property owned by such Owner.

Section 12. The Property may be subdivided for the constitution of Dwelling Units only in accordance with the preliminary plan of subdivision which is attached hereto as Exhibit "D", except for changes thereto required by appropriate Montgomery County, Maryland or other applicable governmental authorities and such minor modifications as may be reasonably required for the development of the Property. Any proposed substantial change to the preliminary plan of subdivision attached hereto as Exhibit "D", must be approved in writing by

Declarant prior to the filing or submission thereof to the appropriate governmental authority, which such approval shall not be unreasonably or arbitrarily withheld or delayed, and shall be granted or not approved within ten (10) working days after submission thereof.

Section 13. No Owner of the Property, or any part thereof, shall apply for, be entitled to, or permit access to the Property from Declarant's existing roadway presently used to River Road.

Section 14. No Owner of the Property, or any part thereof, shall directly or indirectly object to, oppose or take any other action to delay, hinder or frustrate any future development of the Adjoining Property by Declarant which development is consistent with the Master Plan for Holton-Arms, as the same may be amended from time to time, or is proposed by Declarant in connection with the development of all or any portion of the Adjoining Property, provided such development constitutes an expansion of the school or any related educational or recreational facilities on the Adjoining Property.

Section 15. No fence, wall, tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

Section 16. The use of chain link fences on the Property is prohibited.

Section 17. Roof top and chimney antennas are permitted only until such time as cable television service is available to the Property. Satellite dishes may be erected only in rear yards.

Section 18. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence either temporarily or permanently. No outbuildings may be erected on any Lot for human occupancy prior to the erection of the main Dwelling Unit.

Section 19. All Lots are subject to any necessary utility easements for power and telephone lines, gas, sewer and water lines as the same may be required to serve the Lots.

ARTICLE III Miscellaneous

Section 1. This Declaration may be modified, amended, annulled, or superceded only by an amended declaration duly executed by Declarant, its successors or assigns.

Section 2. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 3. The covenants and restrictions contained herein shall run with the Property perpetually, shall bind any Owner of the Property or part thereof, and shall inure to the benefit of and be enforceable (by proceedings in law or equity) by Declarant or its successors or assigns in ownership of all or any part of the Adjoining Property.

OWNER'S DECLARATION
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reproduction.

IN WITNESS WHEREOF, this Declaration of Covenants has been executed on behalf of Declarant by E. Bradford Cook its President as of the day and year first above written.

ATTEST:

THE HOLTON-ARMS SCHOOL, INC.

Ellen W. Martin
Ellen W. Martin, Secretary

By: E. Bradford Cook
E. Bradford Cook, President

STATE OF MARYLAND)

) SS:

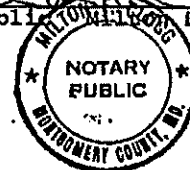
COUNTY OF MONTGOMERY)

On this 6th day of January, 1988, before me, the undersigned officer, personally appeared E. Bradford Cook who was satisfactorily proven to be the President of The Holton-Arms School, Inc., whose name is subscribed to this written instrument, and who acknowledged his execution thereof, for the purposes therein contained.

Given under my hand and official seal this 6th day of January, 1988.

William F. Clough
Notary Public, MONTGOMERY COUNTY, MD.

My Commission Expires:
July 1, 1990

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

Steven G. Friedman
Steven G. Friedman

LIBER 8103 FOLIO 682

EXHIBIT A

DESCRIPTION OF
THE SOUTHEAST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situated in the District, County and State as aforesaid and being the southeast portion of the lands conveyed to Holton-Arms School, Inc., from Christopher M. and Louise I. Granger by deed dated April 14, 1961, and recorded in Liber 2841 at Folio 561 and by deed dated January 25, 1962, recorded in Liber 2935 at Folio 348; also being all of Outlot A, Block A, as the same is shown on a Plat of Subdivision entitled "Block A and Parts of Blocks B, C, & D, Section 4, Burning Tree Valley" recorded in Plat Book 60 at Plat 4947 and as the same was conveyed to the said Holton-Arms School, Inc., from Merrimack Construction Corporation by deed dated September 25, 1964, and recorded in Liber 3275 at Folio 432, and also being part of Parcel 1 as the same is shown on Plat of Subdivision entitled "Parcel 1, Burning Tree Valley, Holton-Arms School" recorded in Plat Book 71 at Plat 6703, all references herein being to the Land Records of Montgomery County, Maryland, and the aforesaid southeast portion being more particularly described by recent survey dated March, 1987, thus:

CLERK'S RETURN
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LIBER 8103 FOLIO 683

CITY'S RECORDING
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Beginning for the same at a concrete monument found at the beginning of the thirteenth of South 58°59'40" East, 382.35 feet line of Liber 2935, Folio 348 aforesaid, said monument also being at the end of the first or North 58°56'50" West, 233.57 feet line of a deed from Burning Tree Valley, Inc., to the Board of Education of Montgomery County recorded in Liber 2306 at Folio 573; running thence with the said thirteenth line in its entirety, in part with the said first line reversed and in part with the west end of Winterberry Lane (60 feet wide) as the same is dedicated to public use on Plat of Subdivision entitled "Parts of Blocks A, C, D, E, 3, 5, 6 & 7, Section 4, Burning Tree Valley" recorded in Plat book 60 as Plat 4948,

1. South 58°54'11" East, 380.55 feet to an iron pipe found; running thence entirely with the fourteenth line of Liber 2935, Folio 348 aforesaid, in part with said Winterberry Lane and Lot 14C as shown on said Plat 4948, and in part with Lots AC, 7C and 6C as the same are shown on a Plat of Subdivision entitled "Block A and Parts of Blocks B, C & D, Section 4, Burning Tree Valley" recorded in Plat Book 60 as Plat 4947,
2. South 27°06'05" West, 332.80 feet passing through a reinforcing bar found at the end of 172.26 feet; running thence with the fifteenth line of Liber 2935, Folio 348 aforesaid, the twelfth line of Liber 2841, Folio 561 aforesaid and with Lots 6C, 5C, 4C, 2C, 1C, the end of Amy Lane (60 feet wide) and Lots 14A, all as shown on Plat 4947 aforesaid,

LIBER 8103 FOLIO 684

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3. North $02^{\circ}47'40''$ West, 803.73 feet to a reinforcing bar found at the northernmost corner of Outlet A, Block A, aforesaid; running thence with the east line of said Outlet A,
4. South $07^{\circ}10'37''$ West, 157.15 feet to a reinforcing bar found in the north line of River Road (Maryland Route 190, variable width) as the same is shown on Maryland State Highway Administration Plats 11052, 25760 and 31317; running thence with said north line for eight courses thus:
 5. North $57^{\circ}16'49''$ West, 51.58 feet,
 6. North $66^{\circ}44'19''$ West, 51.29 feet,
 7. North $49^{\circ}09'59''$ West, 51.29 feet,
 8. North $56^{\circ}15'21''$ West, 50.73 feet,
 9. North $72^{\circ}12'57''$ West, 52.06 feet,
 10. North $53^{\circ}37'34''$ West, 50.88 feet,
11. By a curve to the left having a radius of 7739.44 feet, an arc length of 50.56 feet, a central angle of $00^{\circ}22'30''$, a tangent length of 25.33 feet and a chord which bears North $59^{\circ}38'24''$ West, for a distance of 50.65 feet and
12. North $60^{\circ}00'54''$ West, 39.77 feet to intersect the aforesaid twelfth line of Liber 2841 at Folio 561; thence leaving said twelfth line and the north line of River Road and running by seven new lines of division thus:
 13. North $16^{\circ}18'14''$ West, 26.35 feet,
 14. North $46^{\circ}39'54''$ East, 465.92 feet,
 15. North $05^{\circ}53'34''$ West, 110.00 feet,

LIBER 8103 FOLIO 685

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16. North 49°49'36" West, 158.46 feet,
17. North 06°11'55" East, 232.97 feet,
18. North 41°01'43" East, 316.38 feet and
19. South 73°28'44" East, 668.06 feet to intersect the eleventh line of
Liber 2935, Folio 348 aforesaid, said intersection also being on the
first line of a conveyance from Burning Tree Valley, Inc., to the
Maryland-National Capital Park and Planning Commission recorded in
Liber 2306 at Folio 571; running thence in part with said first line
reversed, in part with the third line reversed of the aforesaid Liber
2306, Folio 573, and with the aforesaid eleventh line of Liber 2935,
Folio 348,
20. South 13°00'13" West, 275.00 feet to a concrete monument found at the
end thereof; running thence with the twelfth line of said Liber 2935,
Folio 348 and with the second line reversed of the said Liber 2306,
Folio 348,
21. South 07°04'08" West, 224.24 feet to the beginning, containing 936,595
square feet or 21.5013 acres of land.

LIBER 8103 FOLIO 686

EXHIBIT "B"

DECEMBER 14, 1987

DESCRIPTION OF
THE NORTHWEST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being a parcel of land situate in the District, County and State as aforesaid and being all of the lands conveyed to Holton-Arms School, Inc., by Thomas D. and Joan R. Rixey by deed dated August 18, 1965, and recorded in Liber 3410 at Folio 362 and by deed dated June 6, 1976, and recorded in Liber 4739 at Folio 114; said parcel also being parts of the lands conveyed to the said Holton-Arms School, Inc., by Christopher M. and Louise I. Granger by deeds dated April 14, 1961, and recorded in Liber 2841 at Foliros 561, 563 and 568 and by deed dated January 25, 1962, and recorded in Liber 2935 at Folio 348; said parcel also being part of Parcel 1 as the same is shown on a Plat of Subdivision entitled "Parcel 1, Burning Tree Valley, Holton-Arms School" recorded in Plat Book 71 as Plat 6703, all references herein being made to the Land Records of Montgomery County, Maryland, and the aforesaid Northwest Portion of the Lands of Holton-Arms School, Inc., being more particularly described by recent survey dated March, 1987, thus:

Beginning for the same at an iron pipe found in the north line of River Road (Maryland Route 190, variable width) as the same is shown on Maryland State Highway Administration Plats 11852, 11853, 25760, and 31317, said pipe being the southwest corner of Parcel 1 aforesaid and also being on the first

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DESCRIPTION OF
THE NORTHWEST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
DECEMBER 14, 1987
PAGE 2

or North 32° 00' East, 366.6 feet line of Liber 2841 Folio 563 aforesaid and on the fourth or South 26° 31' West, 366.63 feet line of a conveyance from Nicholas H. and Jean A. Shea to Nancy Howard Scoutt, dated September 26, 1961, and recorded in Liber 2894 at Folio 615; running thence with said Parcel 1 for one course and part of a second, with said fourth line reversed and with the aforesaid first line of Liber 2841 Folio 563,

- 1) North 30° 07' 40" East, 271.25 feet to an iron pipe found at the end thereof; running thence in part with the second line of Liber 2841 Folio 563 aforesaid, in part with the second line of Liber 3410 Folio 362 aforesaid and in part with the first line reversed of Liber 4739 Folio 114 aforesaid; running also in part with the second line of Liber 2894 Folio 615 aforesaid, in part with the lands of Ronald L. and Betty Smith as described in Liber 4972 at Folio 461 and in part with the lands of Albert J. and Virginia C. Battista as described in Liber 5029 at Folio 769,
- 2) North 60° 55' 51" West, 460.55 feet to an iron pipe found in an old wire fence line; running thence with the outlines reversed of Liber 4739 Folio 114 aforesaid for eleven courses, the first of which also runs in part with the lands of Lawrence J. and Janice W. Eanet as described in Liber 4311 at Folio 161 and in

DESCRIPTION OF
THE NORTHWEST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
DECEMBER 14, 1987
PAGE 3

part with Lots 1 and 2 as the same are shown on a Plat of Sub-
division Entitled "Lots 1 & 2, Rixey's Addition to Burning Tree
View" recorded in Plat Book 78 as Plat 7810,

- 3) North 29° 51' 05" East, 296.67 feet to an iron pipe found; running
thence with the outlines of said Lot 1 for three courses thus:
- 4) North 21° 05' 21" East, 127.96 feet to an iron pipe found,
- 5) North 60° 08' 31" West, 100.01 feet and
- 6) South 76° 06' 34" West, 36.09 feet to an iron pipe found at the north-
east corner of a strip of land dedicated to public use by Plat
7810 aforesaid for Burdette Road; running thence with said strip,
- 7) North 60° 05' 36" West, 17.48 feet to intersect the southeast line of
lands of Burning Tree Club, Inc., as the same is described in
Liber 324 at Folio 436; running thence with said southeast line
and running parallel to but not in the center of Burdette Road,
- 8) North 29° 51' 24" East, 112.25 feet to the southwest corner of lands
of Thomas and Katherine Yano, which said lands are the residue of
those described in Liber 2550 at Folio 227; running thence with
said lands,
- 9) South 61° 04' 36" East, 17.13 feet; running thence with the lands of
Thomas D. and Joan R. Rixey, which said lands are the residue of
those described in Liber 3038 at Folio 298 and Liber 3410 at
Folio 327 for two courses thus:

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DESCRIPTION OF
THE NORTHWEST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
DECEMBER 14, 1987
PAGE 4

- 10) South $13^{\circ} 53' 10''$ East, 38.22 feet and
- 11) South $60^{\circ} 08' 31''$ East, 128.19 feet to a point of curvature; continuing thence in part still with said residual lands of Liber 3038 Folio 298 and Liber 3410 Folio 327 and in part with Lot 3 as the same is shown on a Plat of Subdivision entitled "Lot 3, Rixey's Addition to Burning Tree View" recorded in Plat Book 99 as Plat 11136,
- 12) By a curve to the right having a radius of 179.87 feet, an arc length of 214.09 feet, a central angle of $68^{\circ} 11' 47''$, a tangent length of 121.77 feet and a chord which bears South $26^{\circ} 02' 38''$ East for a distance of 201.67 feet, said curve passing through an iron pipe found at the end of an arc distance of 4.79 feet, which pipe marks the southwest corner of Lot 3 aforesaid; running thence with said Lot 3 for two courses,
- 13) South $81^{\circ} 59' 24''$ East, 152.85 feet to intersect the third line of Liber 3410 at Folio 362 aforesaid; running thence with said Liber 3410 at Folio 362 for two courses,
- 14) North $29^{\circ} 55' 34''$ East, 262.86 feet to intersect the southwest line of Lot 17 as the same is shown on a Plat of Subdivision entitled "Burning Tree View" recorded in Plat Book 70 as Plat 6546; running thence with said Lot 17 for two courses,

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DESCRIPTION OF
THE NORTHWEST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
DECEMBER 14, 1987
PAGE 5

- 15) South 61° 00' 36" East, 30.70 feet to intersect the west line of Parcel 1, Plat 6703 aforesaid and the first line of Liber 2841 Folio 568 aforesaid; running thence with parts of both said lines,
- 16) North 29° 55' 34" East, 220.05 feet to the southeast corner of Lot 16 as the same is shown on Plat 6546 aforesaid; running thence with the lands described in Liber 3420 at Folio 607 for two courses,
- 17) South 51° 54' 26" East, 15.15 feet,
- 18) North 29° 55' 34" East, 170.79 feet to the southernmost corner of Lot 25 as the same is shown on a Plat of Subdivision entitled "Lot 25 & Lot 26, Burning Tree View" recorded in Plat Book 79 as Plat 8011, which last course also runs in part with lands described in Liber 4986 at Folio 239; running thence in part with said Lot 25, in part with Lot 26 of said Plat 8011, and in part with lands described in Liber 5376 at Folio 150,
- 19) North 67° 30' 40" East, 332.52 feet; running thence in part with said Liber 5376 Folio 150 and in part with lands described in Liber 5885 at Folio 283,
- 20) North 30° 20' 18" East, 320.10 feet to an iron bar found with plastic cap inscribed "LS 5216" marking the southwest corner of Lot 25 as the same is shown on a Plat of Subdivision entitled "Resubdivision Plat, Lots 21-25, Block 'B', Section 3, Bradley Hills Grove" recorded in Plat Book 107 as Plat 15779; running thence with said Lot 25,

DESCRIPTION OF
THE NORTHWEST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
DECEMBER 14, 1987
PAGE 6

- 21) South 59° 39' 42" East, 124.19 feet to an iron bar found inscribed as aforesaid; running thence in part with said Lot 25 and in part with Lot 24 of said Plat 15779,
- 22) North 30° 18' 28" East, 249.92 feet to an iron bar found inscribed as aforesaid, passing through an iron bar found at the southeast corner common to said Lots 24 and 25 and inscribed as aforesaid at the end of 139.92 feet; running thence in part with said Lot 24 and in part with the lands of Thomas D. Rixey as the same is described in Liber 4739 at Folio 117,
- 23) South 55° 51' 55" East, 158.41 feet to a point of curvature, passing through an iron bar found inscribed as aforesaid at the end of 86.17 feet and marking a corner of Lot 24 aforesaid; continuing thence with said Rixey lands for four courses,
- 24) By a curve to the left having a radius of 225.35 feet, an arc length of 213.24 feet, a central angle of 54° 13' 00", a tangent length of 115.36 feet and a chord which bears South 82° 58' 24" East for a distance of 205.37 feet to its point of tangency,
- 25) North 69° 55' 06" East, 196.97 feet to a point of curvature, which last said course also runs in part with the fifth line of Liber 2935 Folio 348 aforesaid; continuing thence with the lines of said Liber 2935 Folio 348 for six courses,

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DESCRIPTION OF
THE NORTHWEST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
DECEMBER 14, 1937
PAGE 7

- 26) By a curve to the right having a radius of 260.80 feet, an arc length of 195.65 feet, a central angle of $42^{\circ} 59' 00''$, a tangent length of 102.69 feet and a chord which bears South $88^{\circ} 35' 24''$ East for a distance of 191.10 feet to an iron pipe found at its point of tangency,
- 27) South $67^{\circ} 05' 55''$ East, 242.44 feet to the northwest corner of Lot 1, Block 2, as the same is shown on a Plat of Subdivision entitled "Burning Tree Valley, Section Two" recorded in Plat Book 57 as Plat 4604, said point also being the southeast corner of Outlot A as the same is described on a Plat of Subdivision entitled "Lots 6, 7, 8 and Outlots 'A' and 'B' in Block 'B', Burning Tree Valley" recorded in Plat Book 72 as Plat 6994, and also being the southwest corner of Burning Tree Road (60 feet wide) as the same is dedicated to public use on a Plat of Subdivision entitled "Lots 1 to 10 incl. Block A, Lots 1 to 5 incl. Block B, Lots 1 to 6 incl. Block C, Burning Tree Valley" recorded in Plat Book 36 as Plat 2466, which last said course passes through an iron pipe found at the end of 234.88 feet, said pipe marking the southwest corner of Outlot A of Plat 6994 aforesaid; running thence with Lot 1, Block 2, of Plat 4604 aforesaid,
- 28) South $12^{\circ} 35' 29''$ West, 33.16 feet; running thence in part still with said Lot 1, in part with the lands described in Liber 5523 at Folio 417, and in part with the lands described in Liber 6156 at Folio 91,

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DESCRIPTION OF
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HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
DECEMBER 14, 1987
PAGE 8

- 29) South 19° 52' 13" West, 241.80 feet to a concrete monument found at the northern corner common to Lot 3, Block 2, of said Plat 4604 and the lands of the Maryland-National Capital Park & Planning Commission described in Liber 2306 at Folio 571; running thence with said Commission lands for two courses thus:
- 30) South 63° 34' 10" West, 187.98 feet to an iron pipe found and
- 31) South 13° 00' 13" West, 844.52 feet to a new corner; running thence by seven new lines of division thus:
- 32) North 73° 28' 44" West, 668.06 feet,
- 33) South 41° 01' 43" West, 316.38 feet,
- 34) South 06° 11' 55" West, 232.97 feet,
- 35) South 49° 49' 36" East, 158.46 feet,
- 36) South 05° 53' 34" East, 110.00 feet,
- 37) South 46° 39' 54" West, 465.92 feet and
- 38) South 16° 18' 14" East, 26.35 feet to intersect the twelfth line of Liber 2841 at Folio 561, said intersection also being a point on the north line of said River Road and the westernmost corner of Outlot A, Block A, as the same is shown on a Plat of Subdivision entitled "Block A and Parts of Blocks B, C & D, Section 4, Burning Tree Valley" recorded in Plat Book 60 at Plat 4947; running thence with the north line of said River Road for eight courses thus:
- 39) North 82° 47' 40" West, 18.13 feet,

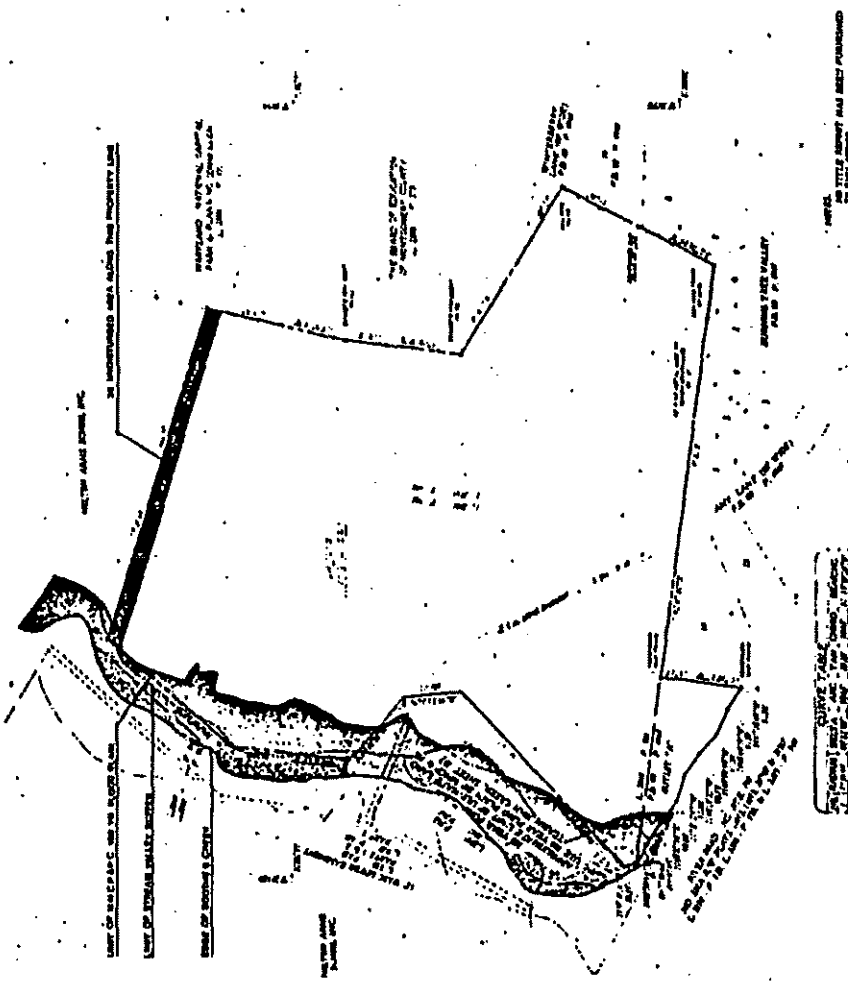
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DESCRIPTION OF
THE NORTHWEST PORTION OF THE LANDS OF
HOLTON-ARMS SCHOOL, INC.
BETHESDA (7TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
DECEMBER 14, 1987
PAGE 9

- 40) By a curve to the left having a radius of 7732.44 feet, an arc length of 32.60 feet, a central angle of $00^{\circ} 14' 30''$, a tangent length of 16.30 feet and a chord which bears North $60^{\circ} 22' 00''$ West, for a distance of 32.60 feet,
- 41) South $29^{\circ} 30' 45''$ West, 8.00 feet,
- 42) North $60^{\circ} 36' 27''$ West, 32.36 feet,
- 43) South $29^{\circ} 16' 21''$ West, 10.00 feet,
- 44) By a curve to the left having a radius of 7714.44 feet, an arc length of 333.24 feet, a central angle of $02^{\circ} 28' 30''$, a tangent length of 166.65 feet and a chord which bears North $61^{\circ} 57' 54''$ West for a distance of 333.21 feet,
- 45) North $26^{\circ} 47' 51''$ East, 45.00 feet and
- 46) By a curve to the left having a radius of 7759.44 feet, an arc length of 382.52 feet, a central angle of $02^{\circ} 49' 28''$, a tangent length of 191.30 feet and a chord which bears North $64^{\circ} 36' 53''$ West for a distance of 382.48 feet to the beginning, containing 2,391,062 square feet or 54.89124 acres of land.

102/11/jf

EXHIBIT "C"

[illegible]

PRESERVATION ANALYSIS DOESN'T

THE SOUTHEAST PORTION OF
THE LANDS OF
HOLTON - ARMS SCHOOL, INC.
BETHESDA (7TH) & PETERSON PARKWAY

GREENHORNE & O'MARA, INC.
2255A GUYANA CIRCLE, WYOMING 83001-5050
(301) 948-0900

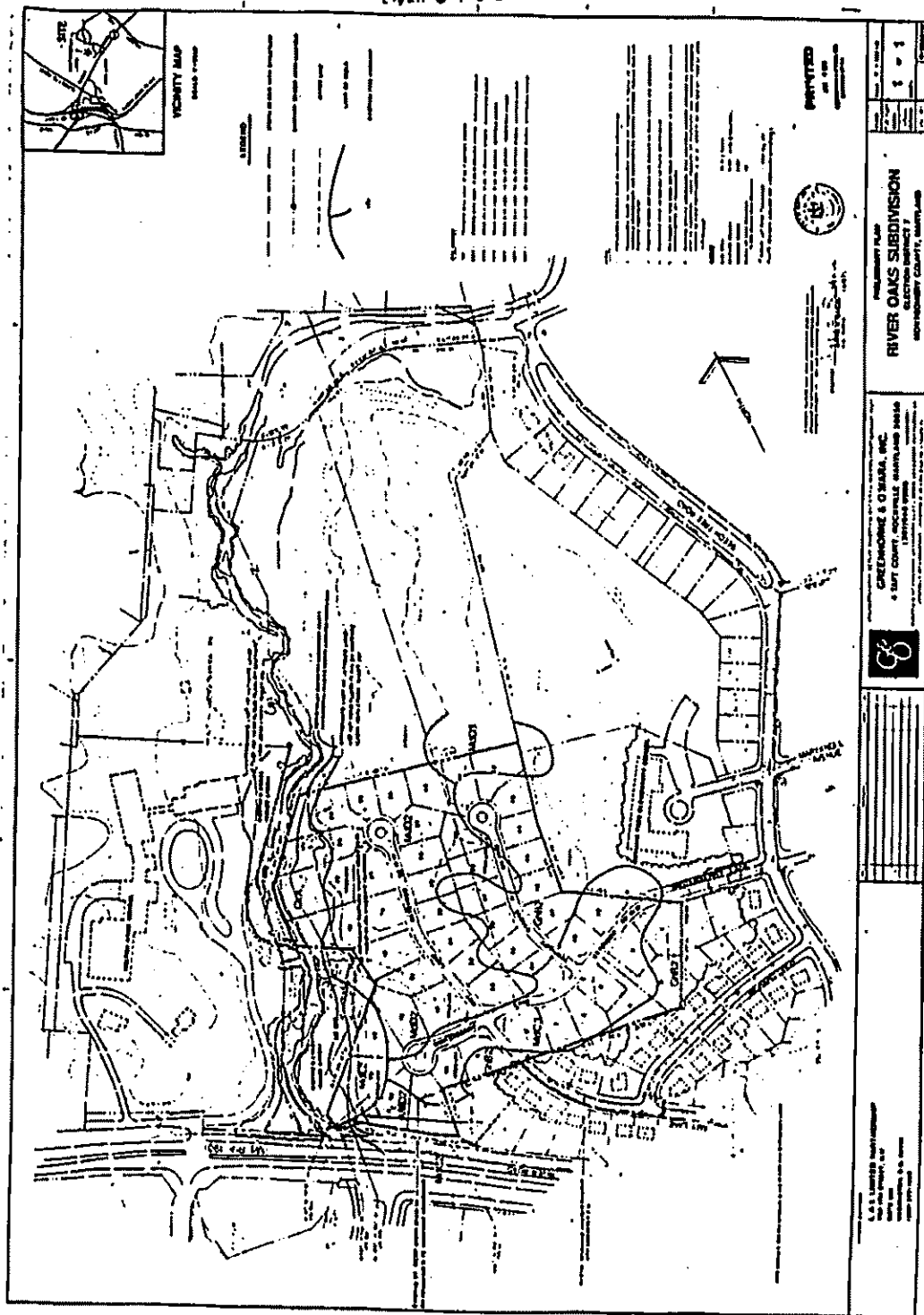
LAL LIMITED PARTNERSHIP
1000 STEE STREET, S.W.
SUITE 200
VANCOUVER B.C. V6C 3K6
PHONE 374-1000

[illegible]

DATE	10/1/10
TIME	10:00
LOCATION	101
REMARKS	

CLIENT'S NOTARINE
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EXHIBIT "D"



LIBER 8103 FOLIO 697

CLERK'S INDEX SHEET

(for the purpose of proper indexing only)

PLEASE TYPE ALL INFORMATION REQUESTED BELOW

TYPE OF INSTRUMENT: Declaration of Covenants

GRANTOR(S): The Holton-Arms School, Inc.

GRANTEE(S): none

PARCEL I.D.#: 7-95-653174; 7-501-425023; 424996; 425001; 425034;
425012 and 425985

PROPERTY DESCRIPTION: LOT(S) 21.5013 acres and 54.89124 acres

BLOCK(S) _____

SUBDIVISION _____

VERIFIED BY: _____

CLERK'S INDEX SHEET
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2025 RELEASE UNDER E.O. 14176

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(f)

Deed made November 27, 2018, Book 56981, Page 42

BOOK 10000 PAGE 42
MONTGOMERY COUNTY, MD

APPROVED BY AJH ✓

AFTER RECORDING RETURN TO:
The Holton-Arms School, Inc.
7303 River Road
Bethesda, MD 20817

DEC 11 2018

DOCUMENT PREPARED BY:

RGS Title, LLC
4400 Jenifer Street NW Suite 260
Washington, DC 20015

File Number: 245484JENMD

Title Insurer: First American Title Insurance Company

Tax ID #: 07-501-00434290

\$ 10,862.50
\$ 9,750.00

RECORDATION TAX PAID

TRANSFER TAX PAID

This Deed, MADE THIS 27th day of November 2018, by and between
Hillary Scoutt Becton and Leslie Millar Scoutt, Personal Representatives of the Estate of Nancy
Howard Scoutt, parties of the first part, and The Holton-Arms School, Inc., a Maryland
Corporation, party of the second part.

WHEREAS, by Letters of Administration from the Register of Wills of Montgomery
County, Maryland, issued in the estate of the decedent, Estate Number W96291, the parties of the
first part were appointed Personal Representatives for the decedent's estate and are so acting on
the date of this Deed, and

WHEREAS the parties of the first part, as Personal Representatives are validly seized and
possessed of all lands hereinbelow conveyed.

WITNESSETH, That in consideration of the sum of **NINE HUNDRED SEVENTY
FIVE THOUSAND AND 00/100 DOLLARS (\$975,000.00)**, the receipt of which is hereby
acknowledged, the said parties of the first part do grant and convey to the said party of the second
part, in fee simple, as sole owner, all that parcel of ground situated in **Montgomery County,
Maryland** and as described as follows, that is to say:

Parts of tracts of land known as "BROTHERS INDUSTRY" and "RESURVEY ON HONESTY",
being all the land described in a deed from Rosetta Smith and others, to John H. Harper and wife,
dated August 13, 1914, and recorded in the Land Records of Montgomery County, Maryland, in
Liber No. 246, at folio 102, and also the Easterly 20 feet in width by the full depth of an
adjoining parcel of land described in a deed from Thomas J. Stacks and others, to Susie Harper,
dated November 4, 1910, and recorded in the Land Records of Montgomery County, Maryland,
in Liber No. 216, at folio 200, more particularly described in one parcel by metes and bounds as
follows:

Beginning for the same at an iron pipe heretofore placed at the end of the third line of the
aforementioned deed from Smith to Harper, and running thence along the Northerly side of the
River Road and with the fourth line of said deed, and also with a part of the fourth line reversed
of the aforementioned deed from Stacks to Harper, North 76 degrees 29 minutes West, 133.61
feet to a point; thence running parallel to and 20 feet Westerly from the third line of the said
conveyance from Stacks to Harper, and crossing said conveyance, North 26 degrees 31 minutes
East, 396.86 feet to a point on the second line of said conveyance; thence with the last 20 feet of
said line, and continuing on the second line of the aforementioned conveyance from Smith to
Harper, South 63 degrees 29 minutes East, 130.14 feet to an iron pipe heretofore placed at the end
of said line; thence running with the fourth or last line of said conveyance from Smith to Harper,
South 26 degrees 31 minutes West, 366.63 feet to the point of beginning. Containing a calculated
area of 1.14 acres of land, more or less;

The improvements thereon being known as 7309 River Road, Bethesda, MD 20817.

Tax ID#: 07-501-00434290

4875
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006

BEING the same property which by deed dated September 25, 1961 and recorded among the Land Records of Montgomery County, Maryland in Liber No. 2894, folio 615, was granted and conveyed by Nicholas H. Shea and Jean A. Shea unto Nancy Howard Scoutt. The said Nancy Howard Scoutt, having departed this life on or about August 2, 2018, thereby vesting title into Hillary Scoutt Becton and Leslie Millar Scoutt, as Personal Representatives, per Administrative Probate Order, Estate No. W96291.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

SUBJECT TO all rights, easements, restrictions, covenants and reservations of record.

TO HAVE AND TO HOLD the said described lot(s) of ground and premises to the said party of the second part, as sole owner, his personal representatives, heirs and assigns, in fee simple.

WITNESS the hands and seals of the said parties of the first part:
Estate of Nancy Howard Scoutt

✓ Hillary Scoutt B Personal Representative
By: Hillary Scoutt Becton, Personal Representative

By: Leslie Millar Scoutt, Personal Representative

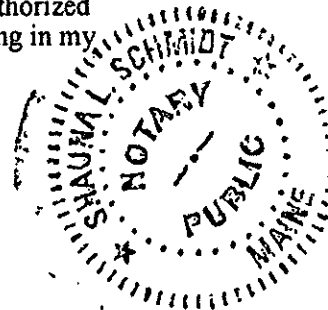
STATE OF Maine, CITY/COUNTY OF Hancock to wit:

I HEREBY CERTIFY, that on this 19 day of November, 2018, before me, the subscriber, a Notary Public of the State of Maine in and for Hancock County/City, personally appeared Hillary Scoutt Becton who acknowledged herself to be the Personal Representative of Estate of Nancy Howard Scoutt, and that she as such Personal Representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the entity grantor by themselves as such Personal Representative.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Shauna L. Schmidt
Notary Public

SHAUNA L. SCHMIDT
NOTARY PUBLIC
State of Maine
My Commission Expires
August 26, 2023



My Commission Expires: _____

STATE OF _____, CITY/COUNTY OF _____ to wit:

I HEREBY CERTIFY, that on this _____ day of November, 2018, before me, the subscriber, a Notary Public of the State of _____ in and for _____ County/City, personally appeared Leslie Millar Scoutt who acknowledged herself to be the Personal Representative of Estate of Nancy Howard Scoutt, and that she as such Personal Representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the entity grantor by themselves as such Personal Representative.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Notary Public

My Commission Expires: _____

ATTORNEY CERTIFICATION

This is to certify that the within instrument was prepared under the supervision of an Attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

Carol Lynn Calomiris, Esq.

WITNESS the hands and seals of the said parties of the first part:
Estate of Nancy Howard Scoutt

By: Hillary Scoutt Becton, Personal Representative

By: Leslie M. Scoutt
By: Leslie Millar Scoutt, Personal Representative

STATE OF _____, CITY/COUNTY OF _____ to wit:

I HEREBY CERTIFY, that on this _____ day of November, 2018, before me, the subscriber, a Notary Public of the State of _____ in and for _____ County/City, personally appeared Hillary Scoutt Becton who acknowledged herself to be the Personal Representative of Estate of Nancy Howard Scoutt, and that she as such Personal Representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the entity grantor by themselves as such Personal Representative.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Notary Public

My Commission Expires: _____

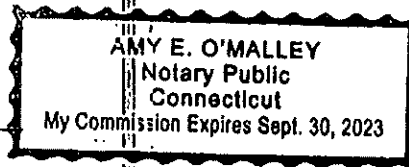
STATE OF Connecticut, CITY/COUNTY OF New Haven to wit:

I HEREBY CERTIFY, that on this 19 day of November, 2018, before me, the subscriber, a Notary Public of the State of Connecticut in and for New Haven County/City, personally appeared Leslie Millar Scoutt who acknowledged herself to be the Personal Representative of Estate of Nancy Howard Scoutt, and that she as such Personal Representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the entity grantor by themselves as such Personal Representative.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Amy E. O'Malley
Notary Public

My Commission Expires: 9/30/2023



ATTORNEY CERTIFICATION

This is to certify that the within instrument was prepared under the supervision of an Attorney duly admitted to practice before the Court of Appeals in the State of Maryland.

Carol Lynn Calomiris Esq.

MARYLAND
FORM
WH-AR

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2018

Based on the certification below, Transferor claims exemption from the tax withholding requirements of 10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in

ownership of real property is presented for recordation. The requirements of 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Estate of Nancy Howard Scoutt

2. Reasons for Exemption

Resident Status

- ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland
- ☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

- ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity Transferors

Jeffery C. Beeton
Witness/Attest Jeffery C. Beeton

Estate of Nancy Howard Scoutt

Hillary Scoutt Beeton Personal Representative
By: Hillary Scoutt Beeton, Personal Representative

By: Leslie Millar Scoutt, Personal Representative

11/19/2018
**Date

**** Form must be dated to be valid.**

Note: Form is only valid if recordation occurs within 60 days of execution of this form.

MARYLAND
FORM
WH-AR

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2018

Based on the certification below, Transferor claims exemption from the tax withholding requirements of 10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in

ownership of real property is presented for recordation. The requirements of 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Estate of Nancy Howard Scoutt

2. Reasons for Exemption

Resident Status

- ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland
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Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity Transferors

Witness/Attest

Estate of Nancy Howard Scoutt

By: Hillary Scoutt Becton, Personal Representative

By: Leslie Millar Scoutt, Personal Representative

**Date

**** Form must be dated to be valid.**

Note: Form is only valid if recordation occurs within 60 days of execution of this form.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only-All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box If Addendum Intake Form is Attached.					
		<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Other
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale Arms-Length(1)	<input type="checkbox"/> Unimproved Sale Arms-Length(2)	<input type="checkbox"/> Multiple Accounts Arms-Length(3)	<input type="checkbox"/> Not an Arms-Length Sale(9)		
3	Tax Exemptions (if Applicable)	<input type="checkbox"/> Recordation <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer					
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$975,000.00 Any New Mortgage \$0.00 Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$			Finance Office Use Only Transfer and Recordation Tax Consideration Transf: Tax Consideration \$ X () % = \$ Less Exemption Amount - Total Transfer Tax = \$ Recordation Tax Consideration X () per \$500 = \$ TOTAL DUE \$		
5	Fees	Amount of Fees Recording Charge \$20.00 Surcharge \$40.00 State Recordation Tax \$10,862.50 State Transfer Tax \$4,875.00 County Transfer Tax \$9,750.00 Other \$ Other \$		Doc 1 Doc 2 Agent Tax Bill C B Credit Ag Tax/Other			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District 07	Property Tax ID No.(1) 07-501-00434290	Grantor Liber/Folio /	Map Block (3b) SectAR(3c)	Parcel No. 00434290	Var. Log <input type="checkbox"/> (5)
		Subdivision Name Brothers Industry and Resurvey on Honesty		Lot (3a)	Block (3b)	SectAR(3c)	SqFt/Acreage(4)
		Location/Address of Property Being Conveyed (2) 7309 River Road, Bethesda, MD 20817					
		Other Property Identifiers (if applicable)				Water meter Account	
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input type="checkbox"/> Ground Rent <input type="checkbox"/> Amount			
		Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. Of SqFt/Acreage Transferred:			
		If Partial Conveyance, List Improvements Conveyed-					
7	Transferred From	Grantor(s) Name(s) Hillary Scoutt Becton Personal Representative Leslie Millar Scoutt Personal Representative Doc 1 - Owner(s) of Record, if Different from Grantor(s) Estate of Nancy Howard Scoutt			Doc 2 - Grantor(s) Name(s) Doc 2 - Owner(s) of Record, if Different from Grantor(s)		
8	Transferred To	Doc 1 Grantee(s) Name(s) The Holton-Arms School, Inc., a Maryland Corporation New Owner's (Grantee) Mailing Address 7303 River Road, Bethesda, MD 20817			Doc 2 - Grantee(s) Name(s)		
9	Other Names to Be Indexed	Doc 1 - Additional Names to be indexed (Optional)			Doc 2 - Additional Names to be indexed (Optional)		
10	Contact/Mail information	Instrument Submitted By or Contact Person Name: Daniela S. Meza Firm: RGS Title, LLC Address: 4400 Jenifer Street NW Suite 260 Washington, DC 20015 Phone: 202-363-1870					<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided
11	IMPORTANT BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Assessment Information <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does transfer include personal property? if yes, identify <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded no copy required)						
	Assessment Use Only - Do Not Write Below This Line						
	<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran Process Verification		
	Transfer Number:	Date Received:	Deed Reference:		Assigned Property No.		
	Year		Geo	Map	Sub	Block	
	Land		Zoning	Grid	Plat	Lot	
	Buildings		Use	Parcel	Section	Doc Od.	
	Total		Town Cd.	Ex. St.	Ex. Cd.		
	REMARKS:						

LR - Deed (w Taxes)
Recording only ST20.00
Name: THE HOLTON-ARMS
SCHOOL INC
Ref:
LR - Deed (with Taxes)
Surcharge 40.00
LR - Deed State
Transfer Tax 4,875.00
LR - NR Tax - 1kd 0.00
=====

SubTotal:	4,935.00
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=====

Total:	4,935.00
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12/13/2018 08:18
CC15-CP
#11394463 CC0602 -
Montgomery
County/CC06.02.05 -
Register 05



DOCUMENT VALIDATION PAGE
FOR CLERK'S USE ONLY
(EXCLUDED FROM PAGE COUNT FOR CERTIFIED COPY)

BARBARA H. MEIKLEJOHN
Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(g)

Deed made April 25, 2007, Liber 34262, Folio 613

34262 613

DEED

111

THIS DEED is made this 25th day of April, 2007 by and between

CRS
Crown Recording
Service

NEAL MICHAEL MAYER and JANE G. MAYER, Husband and Wife,

MONTGOMERY COUNTY, MD

Parties of the First Part

APPROVED BY 82

MAY - 7 2007

and

\$ 10,132.65 RECORDATION TAX PAID
\$ 14,685.00 TRANSFER TAX PAID

THE HOLTON-ARMS SCHOOL, INC., A Maryland Corporation,

Party of the Second Part

WITNESSETH, that for and in consideration of the sum of \$1,468,500.00, the said Parties of the First Part do hereby grant and convey unto the said Party of the Second Part, in fee simple, as Sole Owner, the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in the State of Maryland, County of Montgomery, namely

SEE ATTACHED SCHEDULE "A"

IMP FD SUKE 20.00
RECORDING FEE 20.00
TR TAX STATE 7,342.50
TOTAL 7,382.50
Reg# M086 Rcpt # 87052
LEK BDH Bk # 1302
May 08, 2007 02:26 PM

BEING all of the same property described in Liber 14663 at folio 264.

TO HAVE AND TO HOLD the same unto and to the use of the said Party of the Second Part, in fee simple.

AND the said Parties of the First Part covenant to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD.


2007 MAY - 8 PM 2:27

7342.50
20
20
John

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 34262, p. 6013, MSA_C203_34213, Date Available 05/14/2007, Printed 10/12/2023.

WITNESS their hands and seals.

 (SEAL)
NEAL MICHAEL MAYER

 (SEAL)
JANE G. MAYER

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 25th day of April, 2007, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared NEAL MICHAEL MAYER AND JANE G. MAYER, known to me (or satisfactorily proven) to be the persons who executed the foregoing instrument, and acknowledged the same to be their act and deed.

WITNESS my hand and notarial seal.

 
ROBERT M. GRATZ, Notary Public

My Commission Expires: December 1, 2008

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.


ROBERT M. GRATZ, Attorney

Parcel ID: 07-211-00432883
Grantor Address: 33102 Ambling Way, Millsboro, Delaware 19966
Grantee Address: 7303 River Road, Bethesda, Maryland 20817
Property Address: 8305 Burdette Road, Bethesda, Maryland 20817
Title Insurer: FIDELITY NATIONAL TITLE INS CO OF NEW YORK

RETURN TO:
PARAGON TITLE & ESCROW COMPANY
7415 Arlington Road
Bethesda, MD 20814
PTE CASE: 300-07 RMD

34262 615

SCHEDULE "A"

All of Lot numbered TWO (2) in the subdivision known as "RIXLEY'S ADDITION TO BURNING TREE VIEW", as per plat recorded in Plat Book 78 at Plat No. 7810 among the Land Records of Montgomery County, Maryland, SAVING AND EXCEPTING THEREFROM that part of Lot Two (2) being the North two (2) feet fronting on Burdette Road by the full depth thereof of said Lot.

34262 616

TRANSFEROR AFFIDAVIT AND CERTIFICATION OF EXEMPTION FROM WITHHOLDING

Based on the certification below, transferor claims exemption from the tax withholding requirements of Section 10-912 of the Tax-General Article of the Annotated Code of Maryland.

1. Transferor Information

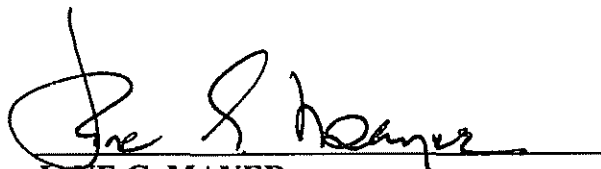
Name: JANE G. MAYER

2. Reason for Exemption (check applicable exemption)

- ☐ The undersigned transferor is a resident of the State of Maryland
- ☐ The undersigned transferor is a resident entity under Section 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, and the undersigned is an agent of the transferor and has authority to sign this document on behalf of transferor
- ☒ The property is transferor's principal residence as defined in IRC Section 121 and/or Section 10-101(h) of the Tax-General Article of the Annotated Code of Maryland
- ☐ The property is transferred pursuant to a foreclosure of a mortgage, deed of trust or other lien instrument or a deed in lieu of foreclosure

The undersigned certifies under the penalties of perjury that the undersigned has examined this Affidavit and Certification and the contents of the foregoing are true and correct to the best of the undersigned's knowledge, information and belief.

INDIVIDUAL TRANSFEROR:

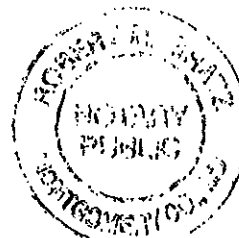

JANE G. MAYER

April 25, 2007

STATE OF MARYLAND
COUNTY OF MONTGOMERY

Sworn to and subscribed before me this 25th day of April, 2007


Notary Public – ROBERT M. GRATZ



My Commission Expires: December 1, 2008

34262 617

TRANSFEROR AFFIDAVIT AND CERTIFICATION OF EXEMPTION FROM WITHHOLDING

Based on the certification below, transferor claims exemption from the tax withholding requirements of Section 10-912 of the Tax-General Article of the Annotated Code of Maryland.

1. Transferor Information

Name: NEAL MICHAEL MAYER

2. Reason for Exemption (check applicable exemption)

- ☐ The undersigned transferor is a resident of the State of Maryland
- ☐ The undersigned transferor is a resident entity under Section 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, and the undersigned is an agent of the transferor and has authority to sign this document on behalf of transferor
- ☒ The property is transferor's principal residence as defined in IRC Section 121 and/or Section 10-101(h) of the Tax-General Article of the Annotated Code of Maryland
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The undersigned certifies under the penalties of perjury that the undersigned has examined this Affidavit and Certification and the contents of the foregoing are true and correct to the best of the undersigned's knowledge, information and belief.

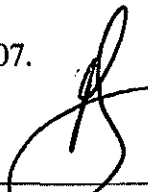
INDIVIDUAL TRANSFEROR:

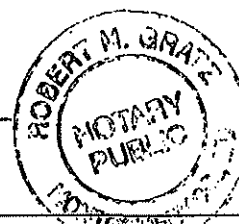

NEAL MICHAEL MAYER

April 25, 2007

STATE OF MARYLAND
COUNTY OF MONTGOMERY

Sworn to and subscribed before me this 25th day of April, 2007.


Notary Public ROBERT M. GRATZ



My Commission Expires: December 1, 2008

34262 618

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: MONTGOMERY

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only--All Copies Must Be Legible)

1 Type(s) of Instruments		<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.			
2 Conveyance Type Check Box		<input checked="" type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale
3 Tax Exemptions (If Applicable) Cite or Explain Authority		Recordation			
		State Transfer			
		County Transfer			
4 Consideration and Tax Calculations		Consideration Amount		Finance Office Use Only	
		Purchase Price/Consideration	\$ 1468,500.00	Transfer and Recordation Tax Consideration	
		Any New Mortgage	\$	Transfer Tax Consideration	\$
		Balance of Existing Mortgage	\$	X () % =	\$
		Other:	\$	Less Exemption Amount	\$
				Total Transfer Tax	\$
		Other:	\$	Recordation Tax Consideration	\$
				X () per \$500 =	\$
		Full Cash Value	\$	TOTAL DUE	\$
5 Fees		Amount of Fees		Doc. 1	
		Recording Charge	\$ 35.00	Doc. 2	
		Surcharge	\$ 5.00	Agent:	
		State Recordation Tax	\$ 10,132.65	Tax Bill:	
		State Transfer Tax	\$ 7,342.50	C.B. Credit:	
		County Transfer Tax	\$ 14,685.00	Ag. Tax/Other:	
		Other	\$		
		Other	\$		
6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).		District	Property Tax ID No. (1)	Grantor Liber/Folio	Map
		07-211-	00432883	14663/264	Parcel No.
		Subdivision Name		Lot (3a)	Block (3b)
		RIXLEYS ADD TO BURNING TREE VIEW		Pt 2	Sect/AR(3c)
		Location/Address of Property Being Conveyed (2)		Plat Ref.	SqFt/Acreage (4)
		8305 Burdette Road, Bethesda, Maryland 20817		78/7810	
		Other Property Identifiers (if applicable)		Water Meter Account No.	
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>	
		Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Amount:	
		Description/Amt. of Sq. Ft./Acreage Transferred:			
		If Partial Conveyance, List Improvements Conveyed:			
7 Transferred From		Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)	
		NEAL MICHAEL MAYER			
		JANE G. MAYER			
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	
8 Transferred To		Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)	
		THE HOLTON-ARMS SCHOOL, INC.			
		New Owner's (Grantee) Mailing Address			
		7303 River Road, Bethesda, Maryland 20817			
9 Other Names to Be Indexed		Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)	
10 Contact/Mail Information		Instrument Submitted By or Contact Person		<input type="checkbox"/> Return to Contact Person	
		Name: XXX Linda (File #XXXX)		<input checked="" type="checkbox"/> Hold for Pick Up	
		Firm: Paragon Title & Escrow Co. 300-07		<input type="checkbox"/> Return Address Provided	
		Address: 7415 Arlington Road			
		Bethesda, MD 20814 Phone: (301) 986-1114			
11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER					
Assessment Information		Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence?			
		Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify:			
		Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
Assessment Use Only - Do Not Write Below This Line					
Terminal Verification		Agricultural Verification		Whole	
Transfer Number		Date Received		Part	
Year		Deed Reference:		Assigned Property No:	
Land		Geo		Map	
Buildings		Zoning		Sub	
Total		Use		Block	
		Parcel		Plat	
		Ex. St.		Section	
		Ex. Cd.		Occ. Cd.	
REMARKS:					
Distribution: Clerk's Office SDAT Office of Finance Preparer AOC-CC-300 (6/95) FNT (11/99 hp)					

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEB 34262, p. 0618, MSA_Q063_34219 Date available 05/14/2007. Printed 10/12/2025.

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(h)

Deed made October 31, 2000, Liber 18561, Folio 095

MILWAUKEE COUNTY (Latin Records) MWK 1068 I, p. 98B, DEED_107_001_001, dated 10/13/2023.

THIS DEED, made this 31st day of October, 2000, between Thomas D. Rixey and Joan R. Rixey (hereinafter "GRANTOR") and The Holton Arms School, Inc., a Maryland Non-Profit Corporation, (hereinafter "GRANTEE").

That for and in consideration of the sum of Five Hundred Sixty Five Thousand and No/100 Dollars (\$565,000.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby grants and conveys in fee simple, unto the GRANTEE, its successors and assigns, the following property situate and being in Montgomery County, Maryland:

Being all those parcels or strips of land situated, lying and being in the 7th Election District of Montgomery County, Maryland, being all of the property conveyed to Thomas D. Rixey and Joan R. Rixey, his wife, from Thomas Yano and Katherine Yano, his wife, by deed dated August 18, 1965, and recorded in Liber 3410 at folio 327 and the remaining property conveyed to Thomas D. Rixey and Joan R. Rixey, his wife, from George F. Rixey and Leisle Y. Rixey, his wife, by deed dated November 29, 1962, and recorded in Liber 3038 at folio 298, as now surveyed in the datum of a plat of subdivision entitled "Lot 3, Rixey's Addition to BURNING TREE VIEW" and recorded in Plat Book 99, Plat No. 11136, all documents being recorded among the Land Records of Montgomery County, Maryland, and being more particularly described as one parcel as follows:

Beginning for the said parcels or strips of land at a pipe found at the northerly most corner or at the end of the 4th or North 58° 58' 30" West, 146.72 foot deed line of the above said Liber 3410, folio 327; then with the said 4th deed line reversed

1. South 58° 58' 30" East, 146.25 feet to a point, passing over pipes found at 40.52 feet and 109.95 feet from the beginning of this described line; then with the 3rd deed line reversed and the North 31° 57' 30" East, 202.25-foot plat line of the above said plat of subdivision.
2. South 31° 57' 30" West, 201.80 feet to a point on the 4th or 213.63 arc deed line to Holton-Arms School, Inc., recorded in Liber 4739, folio 114,

dead time reversed 5.00
IN JURY 20.00
RECORDING FEE 20.00
RECOGNITION 2.48.00
g over pipes found 2,48.00
IN TAX STATE 2,825.00
described line; then 5,336.00
TOTAL
" East, 202.25 foot
RICK # 29478
MOR ANN RIK # 3627
Nov 17, 2000 10:57 am

ELDER

AGRICULTURE TRANSFER VARIETY SET

AMOUNT OF \$

SIGNATURE

[Handwritten signature] #194100

ULMAN, ROGERS, GANDAL
FORDY & ECKER, P.A.
BIRKVILLE, ND 20852-2743

passing over pipes found at 171.51 feet and 171.51 feet from the beginning of this described line; then with the outlines of the said Liber 4739, folio 114, the following three courses, the first along a curve to the left having an

3. Arc of 4.68 feet, a radius of 180.00 feet, a delta of $01^{\circ} 29' 21''$, and a chord bearing and distance of North $57^{\circ} 23' 22''$ West, 4.68 feet to a rebar and cap found, then
4. North $58^{\circ} 08' 02''$ West, 128.17 feet to a rebar and cap found; then
5. North $11^{\circ} 53' 18''$ West, 38.21 feet to rebar and cap found, then
6. South $58^{\circ} 58' 30''$ East, 5.54 feet to end of the first or South $34^{\circ} 28' 17''$ West, 172.40 foot deed line of the above said Liber 3410, folio 327; then with the said first deed line reversed
7. North $34^{\circ} 28' 17''$ East 172.09 feet to the point of beginning, containing a computed area of 29,989 square feet or 0.68845 acres of land, as shown on survey and legal description prepared by Oyster, Imus & Petzold, Inc., dated October 24, 2000.

Subject to all restrictions, rights of way, easements and other conditions contained in the deeds forming the chain of title to the captioned property.

Being all of the same property conveyed to the GRANTOR by deed recorded in Liber 3410 at folio 327 among the aforesaid Land Records and part of the same property conveyed to the GRANTOR by deed recorded in Liber 3038 at folio 298 among the aforesaid Land Records.

Together with all the ways, easements, rights, improvements, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the said GRANTOR, of, in, to, or out of the land and premises.

This conveyance is made subject to the covenants, conditions and restrictions of record.

The GRANTOR (i) warrants specially title to the property hereby conveyed, (ii) covenants that GRANTOR has the right to convey the aforesaid property unto the GRANTEE, (iii) covenants that GRANTOR will execute such further assurances of the land and premises as may be requisite and (iv) covenants that the GRANTEE shall quietly enjoy the property conveyed.

GRANTOR hereby certifies under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the GRANTEE, is in the sum total of \$565,000.00.

WITNESS, the following signatures and seals:

WITNESS:

 Thomas D. Rixey (SEAL)
 Thomas D. Rixey

 Joan R. Rixey (SEAL)
 Joan R. Rixey

STATE OF HAWAII
 COUNTY OF Maui, to wit:

I, Lynette A. Sakamura, a Notary Public in and for the above jurisdiction, do hereby certify that Thomas D. Rixey and Joan R. Rixey, whose names are signed to the above deed, bearing date of October 27th, 2000, and hereto annexed, personally appeared before me in said State and County, the said Thomas D. Rixey and Joan R. Rixey being personally well known to me (or proved by the oath of credible witnesses to be) as the persons who executed the said deed and acknowledged the same to be their act and deed for the purposes herein contained.

GIVEN under my hand this 27th day of October, 2000.

 LYNETTE A. SAKAMURA
 My Commission Expires: May 23, 2003
 My Commission Expires: _____

Notary Public

This is to certify that the within instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals in Maryland.

 Debra S. Friedman

GRANTOR'S ADDRESS: 8607 Burdette Road, Bethesda, MD 20814
 GRANTEE'S ADDRESS: 7303 River Road, Bethesda, MD 20817
 PROPERTY ADDRESS: 8300 Burdette Road, Bethesda, MD 20814
 TITLE INSURER: Lawyers Title Insurance Corporation

AFTER RECORDING, PLEASE RETURN TO:

Joanne M. Mood, Legal Assistant
 Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
 11921 Rockville Pike, Suite 300
 Rockville, Maryland 20852
 File No. 031-159-048

APPROVED FOR TRANSFER

BY CMH MONT., CO., MD

NOV 17 2000

\$ 5650.00 TRANSFER TAX PAID

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments		<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other _____																																																																																																																																																																																																																																			
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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 18561 0-0098, MSA-CE63 18515. Date available 10/27/2009. Printed 10/13/2025.

State Reserve for County Validation

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(i)

Deed made August 2, 2004, Liber 28063, Folio 582

28063 582

THIS DEED

MD
County Recording
Service

After Recordation - Mail To:
Paragon Title & Escrow Company
Bethesda, Maryland 20814
PTE Case No. 1604-04

07-501-00426200

Tax Account Nos./Parcel Identifiers

Made this 2nd day of AUGUST, 2004, by and between

BYRON S. HURWITZ, SOLE OWNER AS TO AN UNDIVIDED 5% INTEREST IN THE PROPERTY, AND JOYCE HURWITZ, SOLE OWNER AS TO AN UNDIVIDED 95% INTEREST IN THE PROPERTY, TENANTS IN COMMON AS TO THE WHOLE

Parties of the First Part,

MONTGOMERY COUNTY, MD

APPROVED BY [Signature]

AND

THE HOLTON-ARMS SCHOOL, INC.,

AUG 12 2004

Party of the Second Part:

\$ 9315.00 RECORDATION TAX PAID

\$ 13,500.00 TRANSFER TAX PAID

WITNESSETH, that for and in consideration of the sum of **\$1,350,000.00**, the said Parties of the First Part do hereby grant and convey unto the Party of the Second Part, in FEE SIMPLE, AS **SOLE OWNER**, the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in the State of Maryland, County of Montgomery namely:

Lot Numbered SEVENTEEN (17) in the subdivision known as "BURNING TREE VIEW", as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 70 at Plat Number 6546.

Title Insurer: **Fidelity National Title Insurance Company of Maryland, Inc.**

which has an address of: 7314 BURDETTE COURT, BETHESDA, MD 20817

SUBJECT to covenants, easements and restrictions of record.

AND TO HOLD said land and premises above-described or mentioned and hereby intended to be conveyed, together with the buildings and improvements hereupon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behalf forever of said Party of the Second Part in FEE SIMPLE.

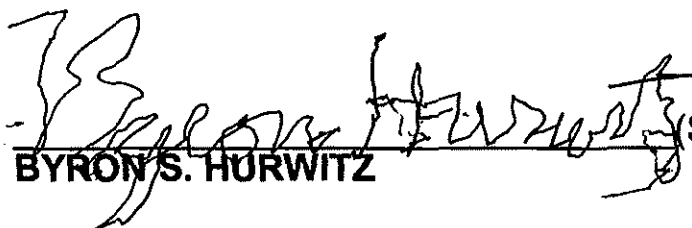
Being the same property described in Liber **16870** at Folio **35**, among the said Land Records.

IMP FD SURE	20.00
RECORDATION	20.00
TR TAX STATE	6,750.00
TOTAL	6,790.00
REST HOURS	RCPT # 12664
MDR YHM	BLK # 6163
AUG 16, 2004	11:46 am

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MD 28063, p. 0582, MSA CE63_28017. Date available 09/08/2004. Printed 10/12/2005.

AND the said Parties of the First Part covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite or necessary.

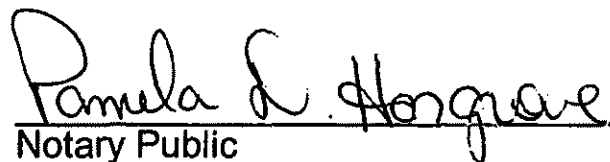
IN TESTIMONY WHEREOF, the said Parties of the First Part have set their hands and seals the year and day first above-written.

 (SEAL)
BYRON S. HURWITZ

STATE OF Virginia }
COUNTY OF Arlington } SS:

I HEREBY CERTIFY that on this 2nd day of August, 2004, before me, the undersigned subscriber, did personally appear **BYRON S. HURWITZ**, known to me or satisfactorily proved to be the person whose name is set forth in the within Deed, and did further acknowledge that he executed the foregoing Deed for the purposes therein contained.

WITNESS MY HAND AND NOTARIAL SEAL.


Notary Public

My Commission Expires: December 31, 2004

I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.


Attorney Randall Rothstein

AND the said Parties of the First Part covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite or necessary.


IN TESTIMONY WHEREOF, the said Parties of the First Part have set their hands and seals the year and day first above-written.

Joyce Hurwitz (SEAL)
JOYCE HURWITZ

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS:

I HEREBY CERTIFY that on this 2nd day of AUGUST, 2004, before me, the undersigned subscriber, did personally appear **JOYCE HURWITZ**, known to me or satisfactorily proved to be the person whose name is set forth in the within Deed, and did further acknowledge that she executed the foregoing Deed for the purposes therein contained.

WITNESS MY HAND AND NOTARIAL SEAL.

 RANDALL M. ROTHSTEIN
NOTARY PUBLIC - MARYLAND
MONTGOMERY COUNTY
Notary Public - RANDALL M. ROTHSTEIN

My Commission Expires: 8/1/06

I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Randall M. Rothstein
Attorney - RANDALL M. ROTHSTEIN

TRANSFEROR AFFIDAVIT AND CERTIFICATION AS TO "TOTAL PAYMENT"

(Note: If proceeds are split, one of the must be signed for each Seller)

Each of the undersigned hereby affirms under the penalties of perjury that the following is true and correct to the best of their knowledge, information and belief:

1. This Affidavit is made in accordance with Section 10-912(b)(2) of the Tax-General Article of the Annotated Code of Maryland.
2. The undersigned is/are the transferor(s) of the real property described in an accompanying deed and related closing documents.
3. The undersigned have examined the settlement statement prepared in connection with the transfer of the property, including both the gross amounts due and listing of expenses and adjustments which result in a reduction in the net proceeds due.
4. The undersigned understands that, for purposes of the tax withholding law, the calculation of a "total payment" is determined as follows:
 - a. Total Payment includes the fair market value of any property transferred as part of the sale;
 - b. Only expenses arising out of this sale or exchange of the property have been deducted from the gross proceeds to arrive at the Total Payment figure;
 - c. Debts incurred in contemplation of sale (i.e. debts secured by the property that were incurred within 120 days of the sale, including loan funds received from financing or refinancing, as well as advances received on new or existing lines of credit) were not deducted from the gross proceeds in calculating the total payment.
5. The undersigned declares that the amount of "Total Payment" for the purpose of the above cited statute is \$ 957022.62.

In witness whereof, I have placed my hand this 2nd day of August, 2004.

*Byron S. Hurwitz by
Joyce Hurwitz in fact*
BYRON S. HURWITZ
By: Joyce Hurwitz, His Attorney in Fact

Joyce Hurwitz
JOYCE HURWITZ

STATE OF MARYLAND
COUNTY OF MONTGOMERY

Sworn to and subscribed before me this 2nd day of August, 2004.



Notary Public – RANDALL M. ROTHSTEIN

My Commission Expires: August 1, 2006

TRANSFEROR AFFIDAVIT AND CERTIFICATION OF EXEMPTION FROM WITHHOLDING

Based on the certification below, transferor claims exemption from the tax withholding requirements of Section 10-912 of the Tax-General Article of the Annotated Code of Maryland.

1. Transferor Information

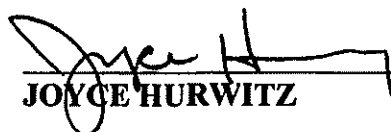
Name: JOYCE HURWITZ

2. Reason for Exemption (check applicable exemption)

- ☐ The undersigned transferor is a resident of the State of Maryland
- ☐ The undersigned transferor is a resident entity under Section 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, and the undersigned is an agent of the transferor and has authority to sign this document on behalf of transferor
- ☒ The property is transferor's principal residence as defined in IRC Section 121 and/or Section 10-101(h) of the Tax-General Article of the Annotated Code of Maryland
- ☐ The property is transferred pursuant to a foreclosure of a mortgage, deed of trust or other lien instrument or a deed in lieu of foreclosure

The undersigned certifies under the penalties of perjury that the undersigned has examined this Affidavit and Certification and the contents of the foregoing are true and correct to the best of the undersigned's knowledge, information and belief.

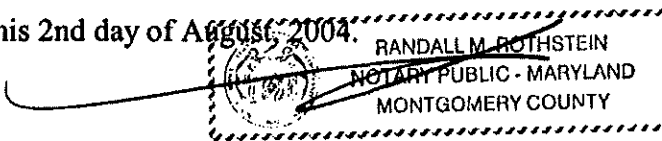
INDIVIDUAL TRANSFEROR:


JOYCE HURWITZ

August 2, 2004

STATE OF MARYLAND
COUNTY OF MONTGOMERY

Sworn to and subscribed before me this 2nd day of August, 2004.



Notary Public – RANDALL M. ROTHSTEIN

My Commission Expires: August 1, 2006

MONTGOMERY COUNTY VIRGINIA (LAW NEWSPRINT) MORN 20000, P. 0000, MORN_0000_2000_0000. DATE AVAILABLE 03/00/2004. FINITE 10/12/2003.

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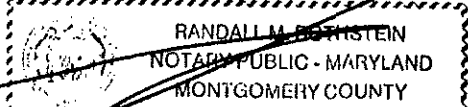
INDIVIDUAL TRANSFEROR:

Byron S. Hurwitz by Joyce Hurwitz his attorney in fact
BYRON S. HURWITZ
 By: Joyce Hurwitz, His Attorney in Fact

August 2, 2004

STATE OF MARYLAND
 COUNTY OF MONTGOMERY

Sworn to and subscribed before me this 2nd day of August, 2004.


 RANDALL M. ROTHSTEIN
 NOTARY PUBLIC - MARYLAND
 MONTGOMERY COUNTY
 Notary Public - RANDALL M. ROTHSTEIN

My Commission Expires: August 1, 2006

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Entries Must Be Legible)

(☐ Check Box if Addendum Intake Form Attached.)

1	Type(s) of Instruments	<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____																																																																																																																																																				
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale <input type="checkbox"/> Arms-Length [1] <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Arms-Length [2] <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Arms-Length [3] <input type="checkbox"/> Not an Arms-Length Sale [9]																																																																																																																																																				
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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 28063, p. 0588, MSA, CE63_28017. Date available 09/08/2004. Printed 10/12/2025.

Space Reserved for Circuit Court Clerk Recording Validation

Space Reserved for County Validation

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(j)

Deed made April 17, 2024, Book 67955, Page 293

Montgomery County, MD
Approved by MAP 05/01/2024
Recordation Tax Paid \$17,800.00
CIP2 Paid \$19,150.00
Transfer Tax Paid \$20,000.00

AFTER RECORDING RETURN TO:
The Holton-Arms School, Inc
7303 River Road
Bethesda, MD 20817

DOCUMENT PREPARED BY:
RGS Title, LLC
4400 Jenifer Street NW Suite 260
Washington, DC 20015
File Number: 385785JENMD
Title Insurer: First American Title Insurance

Tax ID#: 07-00421140 & 07-00421151

Montgomery County Circuit Court
JMP FD SURE \$40.00
RECORDING FEE \$20.00
TR TAX STATE \$10,000.00
TOTAL \$10,060.00
KAB KM May 01, 2024 01:20 pm

This Deed, MADE THIS 17th day of April, 2024, by and between **Kelly G. Kilcoyne** and **Lauren A. Kilcoyne**, parties of the first part, and **The Holton-Arms School Inc., a Maryland Corporation**, party of the second part.

WITNESSETH, That in consideration of the sum of **TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00)**, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey to the said party of the second part, in fee simple, as sole owner, all that parcel of ground situated in **Montgomery County, Maryland** and as described as follows, that is to say:

Lot Numbered Sixteen (16) in the subdivision known as "BURNING TREE VIEW" as per plat thereof recorded among the land Records of Montgomery County, Maryland in Plat Book 70 at Plat No. 6546.

TOGETHER WITH the following two parcels of Land:

PARCEL 1

Being a part of Lot 25 as delineated on Plat entitled "Lots 25 and 26, Burning Tree View" recorded along the Land Records of the aforesaid County in Plat Book 79 at Plat No. 8011; said piece or parcel of land being more particularly described as follows: Beginning for the same at the northwest corner of aforementioned Lot 25, said corner being also a point on the southerly right of way line of Burdette Court (60 feet wide) and also the northwest corner of Lot 16 as delineated on a plat entitled "Burning Tree View" recorded among the aforementioned Land Records in Plat Book 70 at Plat No. 6546; and running thence with a part of said southerly right of way line "North 55 degrees 41' 30" East 22.20 feet, to a point thereon; thence leaving said southerly right of way line and running in through, over and across said Lot 25 so as to include a portion thereof; South 34 degrees 18' 30" East 51.63 feet to a dividing line of said Lots 16 and 25; thence running with a part of said dividing line, North 57 degrees 34' 30" West 56.20 feet to the place of beginning, containing a computed area of 573 square feet.

PARCEL II

Parts of tracts of land called "BROTHERS INDUSTRY" and "RESURVEY ON HONESTY", and being part of the land described in a Deed from Christopher M. Granger and wife to The Holton Arms School, Inc., dated April 14, 1961 recorded in Liber 2641 Folio 568, one of the Land Records of Montgomery County, Maryland, and also being part of Parcel No. 1 and part of the property shown as "NOT INCLUDED" and "BURNING TREE VALLEY-HOLTON ARMS SCHOOL" as shown on plat recorded among the Land Records of Montgomery County in Plat Book No. 71 at Plat 6703, and being more particularly described as follows:

BEGINNING FOR THE SAME at the end of 903.67 feet on the North 29 degrees 54 minutes 49 seconds East 948.29 foot line of said Parcel No. 1, said point being the common rear corner between Lot 16 and 17, "Burning Tree View", as shown on a plat recorded among the Land Records of Montgomery County, Maryland in Plat Book No. 70, Plat 6546, and running thence with the outlines and running to include a part of Parcel No. 1, (1) North 29 degrees 54 minutes 49 seconds East 168.64 feet, said point being the common rear corner between Lot 16 and Outlot A "Burning Tree View", thence leaving the outlines and running to include a part of Parcel No. 1, (2) South 60 degrees 05 minutes 11 seconds East 15.0 feet; thence (3) South 29 degrees 54 minutes 49 seconds West 170.79 feet; thence (4) North 51 degrees 55 minutes 11 seconds West 15.15 feet to the place of beginning, containing 2,546 square feet of land.

SAVING AND EXCEPTING FROM all of the above described real property a part of Lot 16, as delineated on a plat entitled "Burning Tree View" recorded among the aforementioned County in Plat Book 70 at Plat No. 6546, and also part of Parcel II as above described; said piece or parcel of land being more particularly described as follows: Beginning for the same at the southeast corner of the aforementioned conveyance, said corner being also the Southwest corner of Lot 25 as delineated on a plat entitled "Lots 25 and 26, "Burning Tree View" recorded among the aforementioned Land Records in Plat Book 79 at Plat No. 8011; and running thence with the dividing line of Lot 25 and said conveyance and part of Lot 16; North 57 degrees 34' 30" West 51.36 feet to a point thereon; thence leaving said dividing line and running in, through, over and across said Lot 16 and the aforesaid so as to include portions thereof; South 34 degrees 18' 30" East 58.10 feet to intersect the rear line of said conveyance; thence running with part of said rear line; North 31 degrees 56' 51" East 22.16 feet to the place of beginning, containing a computed area of 569 square feet.

The improvements thereon being known as 7312 Burdette Court, Bethesda, Maryland 20817.

Tax ID#: 07-00421140 & 07-00421151

BEING the same property which by deed dated May 15, 2018 and recorded among the Land Records of Montgomery County, Maryland in Liber No. 56115, folio 1, was granted and conveyed by Amir I. Kende and Marci M. Kende unto Kelly G. KILCOYNE and Lauren A. KILCOYNE.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

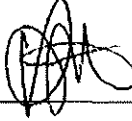
SUBJECT TO all rights, easements, restrictions, covenants and reservations of record.

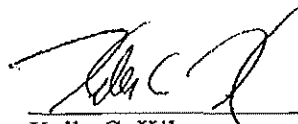
TO HAVE AND TO HOLD the said described lot(s) of ground and premises to the said party of the second part, as sole owner, its personal representatives, heirs and assigns, in fee simple.

AND the said parties of the first part do hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

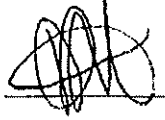
WITNESS the hands and seals of the said parties of the first part:


WITNESS:





Kelly G. Kilcoyne (SEAL)





Lauren A. Kilcoyne (SEAL)

DISTRICT OF COLUMBIA to wit:

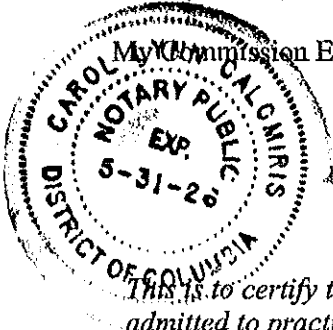
I HEREBY CERTIFY, that on this 15 day of April, 2024, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared **Kelly G. Kilcoyne and Lauren A. Kilcoyne** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:



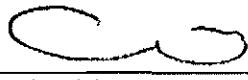
Notary Public

My Commission Expires: 5/31/2026



ATTORNEY CERTIFICATION

This is to certify that the within instrument was prepared under the supervision of an Attorney duly admitted to practice before the Supreme Court of Maryland.



Carol Lynn Calomiris, Esq.

MARYLAND
FORM
WH-AR**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence****2024**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence

1. Transferor InformationName of Transferor Kelly G. Kilcoyne**2. Description of Property** (Street address. If no address is available, include county, district, subdistrict and lot numbers.)7312 Burdette Court, Bethesda MD**3. Reasons for Exemption**

- Resident Status ☒ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland
- ☐ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
- Principal Residence ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Kelly G. Kilcoyne

Name

Signature

4/15/2024
Date3b. Entity Transferors**

Witness/Attest

Name of Entity

By

Name

**Date

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.
01/22

**MARYLAND
FORM
WH-AR**

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2024

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1. Transferor Information

Name of Transferor Lauren A. Kilcoyne

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers.)

7312 Burdette Court, Bethesda MD

3. Reasons for Exemption

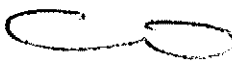
Resident Status ☒ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland

☐ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

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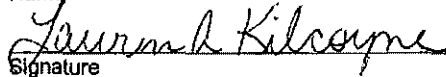
Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors


Witness

Lauren A. Kilcoyne
Name

04/15/2024
**Date


Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By _____

Name **Date

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.
01/22

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.
(Type or Print in Black Ink Only-All Copies Must Be Legible)

Type(s) of Instruments		<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.)	
1 Deed		Mortgage	
Deed of Trust		Lease	
2 Conveyance Type Check Box		<input checked="" type="checkbox"/> Improved Sale Arms-Length(1) <input type="checkbox"/> Unimproved Sale Arms-Length(2) <input type="checkbox"/> Multiple Accounts Arms-Length(3) <input type="checkbox"/> Not an Arms-Length Sale(9)	
3 Tax Exemptions (if Applicable)		Recordation State Transfer County Transfer	
Cite or Explain Authority			
14 Consideration and Tax Calculations		Consideration Amount Purchase Price/Consideration \$2,000,000.00 Any New Mortgage \$0.00 Balance of Existing Mortgage Other: \$ Other: \$ Full Cash Value \$	
15 Fees		Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X ()% = \$ Less Exemption Amount - Total Transfer Tax = \$ Recordation Tax Consideration X ()per \$500 = \$ TOTAL DUE \$ Amount of Fees Doc 1 Doc 2 Agent Recording Charge Surcharge State Recordation Tax \$36,950.00 \$ State Transfer Tax \$10,000.00 \$ County Transfer Tax \$20,000.00 \$ Other \$ \$ Other \$ \$	
16 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).		District Property Tax ID No.(1) Grantor Liber/Folio Map Parcel No. Var. Log 07-00421140 & / Subdivision Name Lot (3a) Block (3b) SectAR(3c) Plat Ref. SqFt/Acreage(4) Burning Tree View Location/Address of Property Being Conveyed (2) 7312 Burdette Court, Bethesda, MD 20817 Other Property Identifiers (if applicable) Water meter Account Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> Ground Rent <input type="checkbox"/> Amount Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. Of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed-	
17 Transferred From		Grantor(s) Name(s) Doc 2 - Grantor(s) Name(s) Kelly G. Kilcoyne Lauren A. Kilcoyne Doc 1 - Owner(s) of Record, if Different from Grantor(s) Doc 2 - Owner(s) of Record, if Different from Grantor(s)	
18 Transferred To		Doc 1 Grantee(s) Name(s) Doc 2 - Grantee(s) Name(s) The Holton-Arms School Inc., a Maryland Corporation New Owner's (Grantee) Mailing Address 7303 River Road, Bethesda, MD 20817	
19 Other Names to Be Indexed		Doc 1 - Additional Names to be indexed (Optional) Doc 2 - Additional Names to be indexed (Optional)	
20 Contact/Mail information		Instrument Submitted By or Contact Person Name: Daniela M. Orr Firm: RGS Title, LLC Address: 4400 Jenifer Street NW Suite 260 Washington, DC 20015 Phone: 202-363-1870 <input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input checked="" type="checkbox"/> Return Address Provided	
21 Assessment Information		IMPORTANT BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)	
22 Assessment Use Only - Do Not Write Below This Line		<input type="checkbox"/> Terminal Verification <input type="checkbox"/> Agricultural <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran Process Verification Transfer Number: Date Received: Deed Reference: Assigned Property No. Year Land Buildings Total Geo Zoeling Use Town Cd Map Grid Parcel Ex St. Sub Plat Section Ex Cd. Block Lot Doc Od.	
REMARKS:			

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(k)

Deed made June 21, 2005, Liber 30295, Folio 077

RGS Case No.: T5-3013
 Title Insurer: Stewart Title Guaranty Company
 Tax Map Number: 7-501-421754, 7-501-1780557

THIS DEED

Made this 21st day of June, 2005, by and between Thomas J. Dougherty, surviving tenant by the entirety of Anne D. Dougherty, who died 1/16/96, Estate #1996-0329, party of the first part; and The Holton-Arms School, Inc., party of the second part:

WITNESSETH, that for and in consideration of the sum of \$1,750,000.00 receipt of which is hereby acknowledged, and which the party of the first part certify under the penalties of perjury as the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, the said party of the first part does grant and convey unto the party of the second part, in Fee Simple as **sole owner**, all that property, situate, in Montgomery County, State of Maryland, and described as follows:

SEE LEGAL DESCRIPTION ON EXHIBIT A ATTACHED HERETO

Being the same property in Liber 3539 at folio 579 and in Liber 4986 at folio 232, which has the address of: 7308 Burdette Court, Bethesda, MD 20817

SUBJECT to all covenants, easements and restrictions of record.

TO HAVE AND TO HOLD said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only and benefit forever of said party of the second part in fee simple.

AND said party of the first part does hereby covenant to warrant specially the property hereby conveyed; and to execute further assurances of said land as it may be requisite or necessary.

IMP FD SURE	20.00
RECORDING FEE	20.00
TR TAX STATE	8,750.00
TOTAL	8,790.00
Rest # 4085	Rest # 4942
Rept # 4018	Rept # 4018
Rept # 4018	Rept # 4018

PREPARED BY
 LAW OFFICES
 SHREVE, SCHUDEL, DEVOL,
 SAUNDERS & JACKSON,
 PLLC

1355 Beverly Road
 Suite 100-A
 McLean, VA 22101

(703) 903-9400

MONTGOMERY COUNTY, MD
 APPROVED BY wp

JUL 06 2005

\$12,035.00 RECORDATION TAX PAID

\$60,500.00 TRANSFER TAX PAID

FILED
 MOLLY O. RUHL
 CLERK'S OFFICE
 MONTGOMERY CO., MD

2005 JUL 14 P 12:47

Deed Page 3
RGS Case No.: T5-3013

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I: Lot numbered Twenty-five (25) in the subdivision known as "BURNING TREE VIEW" as per plat recorded in Plat Book 79 at Plat No. 8011, among the Land Records of Montgomery County, Maryland.

SAVING AND EXCEPTING THEREFROM all that parcel of land conveyed in Liber 4986 at Liber 239 containing 573 square feet described as:

Being a part of Lot 25 as delineated on a plat entitled "Lots 25 and 26, Burning Tree View" recorded among the Land Records of the aforementioned County in Plat Book 79 as Plat No. 8011; said piece or parcel of land being more particularly described as follows: Beginning for the same at the point on the southerly right of way line of Burdette Court (60 feet wide) and also the northeast corner of Lot 16 as delineated on a plat entitled "Burning Tree View" recorded among the aforementioned Land Records in Plat Book 70 as Plat No. 6546; and running thence with a part of said southerly right of way line; North 55 degrees 41 minutes 30 seconds East 22.20 feet, to a point thereon; thence leaving said southerly right of way line and running in, through, over and across said Lot 25 so as to include a portion thereof; South 34 degrees, 18 minutes 30 seconds East 51.63 feet, to a point on the dividing line of said Lots 16 and 25; thence running with a part of said dividing line; North 57 degrees 34 minutes 30 seconds West 56.20 feet to the place of beginning containing a computed area of 573 square feet: **SUBJECT TO** building restriction line and rights of way of record.

Tax ID# 7-501-421754

PARCEL II: Being a part of Lot 16, as delineated on a plat entitled "Burning Tree View" recorded among the Land Records of the aforementioned County in Plat book 70 at Plat No. 6546, being also a part of a conveyance from Holton Arms School, Inc., to Ronald Davies et ux, by deed recorded among the aforementioned Land Records in Liber 3420 at folio 607; said piece or parcel of land being more particularly described as follows: Beginning for the same at the southeast corner of the aforementioned conveyance, said corner being also the southwest corner of Lot 29 as delineated on a plat entitled "Lots 25 and 16, Burning Tree View" recorded among the aforementioned Land Records in Plat Book 79 at Plat No. 8011; and running thence with the dividing line of said Lot 25 and said conveyance and part of said Lot 16; North 57 degrees 34 minutes 30 seconds West 51.36 feet to a point thereon; thence leaving said dividing line and running in, through, over and across said Lot 16 and the aforesaid conveyance so as to include portions thereof; South 34 degrees 18 minutes 20 seconds East 56.10 feet to intersect the rear line of said conveyance; thence running with a part of said rear line; North 31 degrees 56 minutes 51 seconds east 22.16 feet to the place of beginning containing a computed area of 569 square feet, subject to building restrictions and rights of way of record.

Tax ID# 7-501-1780557

PREPARED BY
LAW OFFICES
SHREVE, SCHAEDEL, DEVOL,
BAUNDERS & JACKSON, PLLC

1355 Beverly Road
Suite 100-A
McLean, VA 22101

(703) 903-9400

Deed Page 2
RGS Case No.: T5-3013

WITNESS my hand and seal on the day and year first hereinbefore written:

Jo B B he
WITNESS

Thomas J. Dougherty
Thomas J. Dougherty

WITNESS

State of SC

County/City of: Horry

On this 17 day of June, 2005, before me, the undersigned officer, personally appeared Thomas J. Dougherty who is personally known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument bearing the date of the 21st day of June, 2005 and acknowledged that he/she has executed the same for the purpose therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Jo B B he
Notary Public

My commission expires: 8-1-2013

ATTORNEY CERTIFICATION

I certify that this instrument was prepared under supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

A. R. DeVil, Attorney

PREPARED BY
LAW OFFICES
SHREVE, SCHMIDT, DEVOL,
SAUNDERS & JACKSON, PLLC

1355 Beverly Road
Suite 100-A
McLean, VA 22101

(703) 903-9400

30295 080

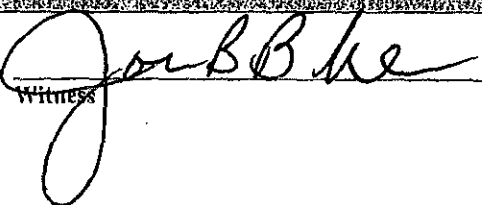

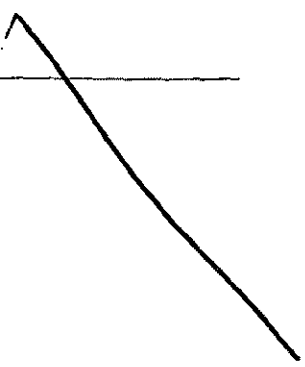
**Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate
Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	Thomas J. Dougherty

2. Reason for Exemption	
Resident Status	<input type="checkbox"/> I, Transferor, am a resident of the State of Maryland <input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input checked="" type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors	
Witness 	Name Signature 
3b. Entity Transferors	
Witness/Attest 	Name of Entity By: Name Title

081-

(Type or Print in Black Ink Only - All Copies Must Be Legible)

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(1)

Deed made May 9, 2007, Liber 34290, Folio 146

34290 146

PARCEL I.D. #7-211-425056 & 7-501-425045

DEED

THIS DEED, made this 9th day of May, 2007, between John Pulvermann, Jr. and Mary Lee Pulvermann, (hereinafter "GRANTOR"), and The Holton Arms School, Inc., (hereinafter "GRANTEE").

WITNESSETH:

That for and in consideration of the sum of Two Million and 00/100 (\$2,000,000.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby grants and conveys in fee simple, unto the GRANTEE, their successors and assigns as Sole Owner, the following property situate and being in Montgomery County, Maryland:

See Attached Exhibit "A".

Being All of the same property conveyed to the GRANTOR by Deed dated 06/14/97 and recorded on 6/17/97 in Liber 14950, folio 713.

Together with all the ways, easements, rights, improvements, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the said GRANTOR, of, in, to, or out of the land and premises.

This conveyance is made subject to the covenants, conditions and restrictions of record.

The GRANTOR (i) warrants specially title to the property hereby conveyed, (ii) covenants that GRANTOR has the right to convey the aforesaid property unto the GRANTEE, (iii) covenants that GRANTOR will execute such further assurances of the land and premises as may be requisite and (iv) covenants that the GRANTEE shall quietly enjoy the property conveyed.

GRANTOR hereby certifies under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the GRANTEE, is in the sum total of \$2,000,000.00.

IMP FD SURE	20.00
RECORDING FEE	20.00
TR TAX STATE	10,000.00
TOTAL	10,040.00
Rest# H008	Rcpt # 68366
LEK ERP	Blk # 4343
May 14, 2007	09:49 am

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD.

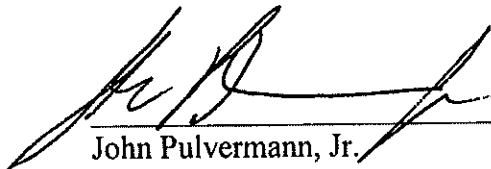
2007 MAY 14 A 9 46

ELMAN, ROGERS, GANDAL
FORDY & ECKER, P.A.
ROCKVILLE, MD 20852-2743

MONTGOMERY COUNTY CLERK'S OFFICE (Liber 14950, folio 713, p. 34290, p. 146, MONTGOMERY CO. DEED 34247, Date available 05/10/2007, Filed 05/14/2007)

WITNESS, the following signatures and seals:

WITNESS:

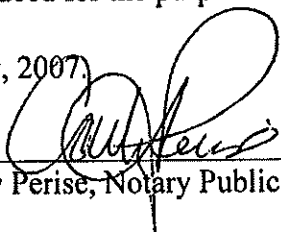
 (SEAL)
 John Pulvermann, Jr.

 (SEAL)
 Mary Lee Pulvermann

STATE OF MARYLAND
 COUNTY OF Montgomery, to wit:

I, Cathy Perise, a Notary Public in and for the State of Maryland, do hereby certify that John Pulvermann, Jr. and Mary Lee Pulvermann, whose name(s) are signed to the above Deed, bearing date of 05/09/07, and hereto annexed, personally appeared before me in said State and County, the said John Pulvermann, Jr. and Mary Lee Pulvermann being personally well known to me (or proved by the oath of credible witnesses to be) as the persons who executed the said Deed and acknowledged the same to be their act and deed for the purposes herein contained

GIVEN under my hand this 9th day of May, 2007.


 Cathy Perise, Notary Public



This is to certify that the within instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals in Maryland.


 Matthew D. Alegi, Esquire

GRANTEE'S ADDRESS: 7303 River Road, Bethesda, MD 20817
 GRANTOR'S/PROPERTY ADDRESS : 7304 Burdette Court, Bethesda, MD 20817
 TITLE INSURER: Chicago Title Insurance Company

AFTER RECORDING, PLEASE RETURN TO:

Cathy Perise, Legal Assistant
 Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
 11921 Rockville Pike, Suite 300
 Rockville, Maryland 20852
 File No. 031159.00081

Exhibit "A"
Legal Description

All of that lot or parcel of land, together with all improvements thereon, located and being in the County of Montgomery, State of Maryland, and more particularly described as follows:

All of Lot numbered Twenty-six (26) in a subdivision known as "BURNING TREE VIEW" as per plat recorded in Plat Book 79 at plat 8011 among the Land Records of Montgomery County, Maryland, **SAVING AND EXCEPTING THEREFROM** that portion of Lot 26 described as follows:

BEGINNING for the same at the southeasterly corner of subject Lot 26, and running thence with the southerly line of said lot and with the present outlines of a conveyance from Christopher M. Granger, et ux, to Holton Arms School, Inc., as recorded in Liber 2841, folio 329 and running thence,

South 69 degrees 31 minutes 57 seconds West 40.00 feet to a point, thereon; thence leaving the outlines of Holton Arms School, Inc. and running over, through and across said Lot 26 so as to include a portion thereof,

North 27 degrees 11 minutes 14 seconds West 80.74 feet to a point on the common line of said Lot 26 and Lot 13 as delineated on a plat of subdivision entitled "BURNING TREE VIEW" and recorded in Plat Book 70 at plat 6546 and thence with a portion of said common line and with the current outlines of the aforementioned conveyance to Holton Arms School,

South 52 degrees 07 minutes 50 seconds East 94.20 feet to the point of beginning.

Containing 1,604 square feet of land.

ALSO

Part of Lot numbered Thirteen (13) in a subdivision known as "BURNING TREE VIEW" as per plat thereof recorded in Plat Book 70 at plat 6546 as recorded among the Land Records of Montgomery County, Maryland and being more particularly described as follows:

BEGINNING for the same at the northwesterly corner of subject Lot 13, said point lying on the southeasterly right of way line for Burdette Court (60 feet wide), as shown on the aforementioned plat of subdivision, and running thence with said right of way line,

North 53 degrees 00 minutes 00 seconds East 40.00 feet, to a point thereon; thence leaving said right of way and running over, through and across subject Lot 13 so as to include a portion thereof,

South 27 degrees 22 minutes 25 seconds East 92.22 feet, to a point on the common line of said Lot 13 and of Lot 26, as delineated on plat of subdivision entitled "Lot 25 and Lot 26, BURNING TREE VIEW", and recorded in Plat Book 79 at plat 8011; thence with part of said common line of said Lots 13 and 26,

North 52 degrees 07 minutes 50 seconds West 94.19 feet to the point of beginning.

Containing 1,818 square feet of land.

Being property conveyed to J. Glenn Little by Deed dated July 11, 1989 recorded on July 19, 1989 in Liber 8914 at folio 556 among the aforesaid Land Records.

Tax I.D. No. 7-501-425056 (Part of Lot 26)

Tax I.D. No. 7-501-425045 (Part of Lot 13)

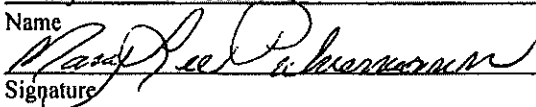
Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	Mary Lee Pulvermann

2. Reasons for Exemption	
Resident Status	<input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland <input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Tax-General Article of the Annotated Code of Maryland, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors	
Witness	<u>Mary Lee Pulvermann</u> Name  Signature
3b. Entity	
Witness/Attest	Name of Entity By Signature Name Title

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	John Pulvermann, Jr.

2. Reasons for Exemption	
Resident Status	<input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland <input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Tax-General Article of the Annotated Code of Maryland, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors	
Witness _____ Name _____ Signature _____	John Pulvermann, Jr. Name _____ Signature _____
3b. Entity	
Witness/Attest _____ Name of Entity _____ By _____ Signature _____ Name _____ Title _____	



State of Maryland Land Instrument Intake Sheet

County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only - All Copies Must Be Legible)

Certified By:

(Nicewarner
Denise)

Approved on: May 10 2007

34290

151

1. Type(s) of Instruments	<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other <input type="checkbox"/> No Consideration Deed					
	<input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Other					
2. Conveyance Type	<input type="checkbox"/> Improved Sale Arms-Length[1]	<input type="checkbox"/> Unimproved Sale Arms-Length[2]	<input type="checkbox"/> Multiple Accounts Arms-Length[3]	<input type="checkbox"/> Not an Arms Arms-Length[9]		
	<input type="checkbox"/> Refinance DOT with Two/Former Spouses to One Spouse Transfer	<input type="checkbox"/> Refinance DOT with One Spouse to Both Spouses Transfer	<input checked="" type="checkbox"/> Improved Residential	<input type="checkbox"/> Refinance		
3. Tax Exemption (If Applicable) Cite or Explain Authority	Recordation N.A					
	State Transfer N.A					
	County Transfer N.A					
4. Consideration and Tax Calculation	Consideration/Amount		Finance Office Use Only			
	Purchase Price/Consideration	\$2,000,000.00	Transfer Tax Consideration	\$2,000,000.00		
	Any New Mortgage	\$0.00	X(1.00)%	\$20,000.00		
	Balance of Existing Mortgage	\$0.00	Less Exemption Amount	\$0.00		
	Other 1	\$0.00	Total Transfer Tax	\$20,000.00		
	Other 2	\$0.00	Recordation Tax Consideration X(3.45) per \$500	\$13,800.00		
	Full Cash Value	\$2,000,000.00	TOTAL DUE	\$33,800.00		
5. Fees	Amount of Fees	Doc. 1	Doc. 2			
	Recording Charge	\$20.00	\$0.00	Agent		
	Surcharge	\$20.00	\$0.00	Tax/Bill		
	State Recordation Tax	\$13,800.00	\$0.00	PIF		
	State Transfer Tax	\$10,000.00	\$0.00	C.B. Credit		
	County Transfer Tax	\$20,000.00	\$0.00	Ag. Tax/Other		
	Other 1	\$0.00	\$0.00			
	Other 2	\$0.00	\$0.00			
6. Description of Property SDAT requires submission of all application information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i)	District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No	Var. LOG
	07	00425045				1 (5)
	Subdivision Name	Lot (3a)	Block (3b)	Section (3c)	Plat Ref.	SqFt/Acreage(4)
	501-BURNING TREE VIEW	P13				1,818
	Location/Address of Property Being Conveyed(2)					
	BURDETTE CT					
	Other Property Identifiers (If Applicable)		Water Meter Account Number			
	Residential <input checked="" type="checkbox"/>	Non-Residential <input type="checkbox"/>	Fee Simple <input checked="" type="checkbox"/>	Ground Rent <input type="checkbox"/>	Amount \$0.00	
	Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Description/Amount of SqFt/Acreage Transferred:			
If Partial Conveyance, List Improvements Conveyed:						
7. Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)			
	PULVERMANN, JOHN JR & M L					
	Doc. 1 - Owner(s) of Record, If Different from Grantor(s)		Doc. 2 - Owner(s) of Record, If Different from Grantor(s)			
8. Transferred To	Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)			
	The Holton Arms School					
	New Owner's (Grantee) Mailing Address					
7304 BURDETTE CT						
9. Other Names to be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)			
10. Contact/Mail Information	Instrument Submitted By or Contact Person					
	Name: Perise, Cathy Firm: Shulman Rogers Gandal Pordy & Ecker Address: 11921 Rockville Pike Suite 300 Rockville, MD - 20852 Telephone: 301-230-5254		<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold For Pickup <input type="checkbox"/> Return Address Provided			

11. Assessment Information	IMPORTANT: both the Original Deed and a Photocopy must accompany each transfer.
	Will the property being conveyed be the grantee's/grantor's (for Deed of Trust) principal residence ? [] Yes [X] No
	Does transfer include personal property ? [] Yes [X] No
	If yes, identify:
	Was property surveyed ? If yes, attach copy of survey (if recorded, no copy is required) [] Yes [X] No
	REMARKS:
11. Barcode data	AFFIDAVIT:

34290

152

**BEFORE THE OFFICE OF ZONING AND ADMINISTRATIVE HEARINGS
FOR MONTGOMERY COUNTY, MARYLAND**

IN THE MATTER OF THE APPLICATION	:	
OF HOLTON ARMS SCHOOL, INC. FOR A	:	Conditional Use Application
MAJOR MODIFICATION OF SPECIAL	:	Nos. CBA-1174-E, S-2467-A
EXCEPTION FOR A PRIVATE	:	S-2503-B, S-516, & S-729
EDUCATIONAL INSTITUTION	:	

**PRE-HEARING SUBMISSION OF VIVIAN RIEFBERG
AND BRADLEY BOULEVARD CITIZENS ASSOCIATION**

EXHIBIT E(m)

Corporate Deed made December 29, 1997, Liber 15417, Folio 146

LF 15417.146

TITLE INS - NA -

VILLAGE #10565-97K
PARCEL ID: 7-95-653141
7-501-1728481

#4 24:00
E696 # 118
R2972 # 2404
R2972
R2972
R2972
R2972

RECEIVED
HOLTON
SCHOOL
MONTGOMERY
COUNTY
CLERK'S OFFICE

THIS CORPORATE DEED

Made this 29th day of December, 1997, by and between

THOS. D. RIXEY DEVELOPMENT CO., INC., a MARYLAND corporation,
Grantor, party of the first part, and

THE HOLTON-ARMS SCHOOL, Grantee, party of the second part;

UNDER THE PENALTY OF PERJURY *(initials)*

Witnesseth, that for consideration in the amount of zero dollars and 00/100... (\$0.00) and other good and valuable considerations, the said party of the first part does grant and convey unto the party of the second part in fee simple as sole owner all that property situate in Montgomery County, Maryland, in the Seventh Election District, described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Property Address: 8504 Beech Tree Road, Bethesda, MD. 20817-2903

The record legal description of the boundaries of the parcel are part of the same as described in a Deed recorded in Liber 6832 at folio 699.

Together with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

AGRICULTURE TRANSFER TAX BY/IN
AMOUNT OF \$ 1.14
SIGNATURE [Signature]

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Montgomery County
108005
200

97DEC31 P 3:41:02

FILED
JULY 2, 1998
CLERK'S OFFICE
MONTGOMERY COUNTY, MD.

Return to:
MILLER, MILLER & CANBY
200 MONROE STREET
ROCKVILLE, MARYLAND 20850

LF 15417.147

Witness its corporate hand and seal.

THOS. D. RIXEY DEVELOPMENT CO., INC.

By: Thomas D. Rixey
THOMAS D. RIXEY, PRESIDENT

STATE OF Hawaii :
COUNTY OF Mau : to wit

I hereby certify that on this 29th day of December, 1997, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Thomas D. Rixey, President of Thos. D. Rixey Development Co., Inc., and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Corporation by himself as such officer on behalf of the Corporation, and he further certified that this is not a transaction or part of a transaction that is a sale or transfer which constitutes a sale of all or substantially all of the assets of the Corporation.

Given under my hand and seal, the day and year aforesaid.

Olukh Bagda
Notary Public

My Comm. expires: 3/24/99

This instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

DEC 31 1997

7-95-053141

James E. Savitz
JAMES E. SAVITZ

Grantor's Address: 8609 BURGESS ROAD, BETHESDA, MD. 20817-2802

Grantee's Address: 7303 RIVER ROAD, BETHESDA, MD. 20817

TRANSFER WITHOUT CONSIDERATION

g:\wpfiles\katie\deed.hol

Blayman

All Taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by 12/31/97 have been paid Dept. of Finance Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

**SNIDER & ASSOCIATES**

**SURVEYORS - ENGINEERS
LAND PLANNING CONSULTANTS**

(301) 948-8100

FAX (301) 948-1286

**Description of Part of
the Property of Thos. D. Rixey
Development Co., Inc.
as Described in Liber 6832 Folio 699**

All that piece or parcel of land situate, lying and being in the Bethesda (7th) Election District, Montgomery County, Maryland, being part of the land conveyed to the Thos. D. Rixey Development Co., Inc. by Thomas D. Rixey by deed dated August 20, 1985 and recorded in the Land Records of Montgomery County in Liber 6832 Folio 699 and being more particularly described as follows per a December 1997 survey by Snider & Associates

Parcel I

Being part of the property described as "Parcel 1; Burning Tree Valley; Holton-Arms School" as shown on a Plat of Subdivision recorded in Plat Book 71 at Plat 6703 among the Land Records of Montgomery County, Maryland and being more particularly described as follows:

Beginning for the same at an Iron Pipe Set, said pipe being on the common division line between said Parcel 1 Holten-Arms School and Lot 7 as shown on a Plat of Subdivision known as "Lots 6, 7, 8 and Outlot "A" & "B" in Block "B" Burning Tree Valley" recorded in Plat Book 72 at Plat 6994 among the Land Records of Montgomery County, Maryland; thence running with said common division line

- 1) South $30^{\circ} 11' 56''$ West 251.27 feet, to an Iron Pipe Found; thence running the following three (3) courses and distances with the northerly line of "Parcel II; Burning Tree Valley; Holton-Arms School" as shown on a Plat of Subdivision recorded in Plat Book 150 at Plat 17150 among the Land Records of Montgomery County, Maryland
- 2) South $69^{\circ} 58' 36''$ West 139.34 feet, to an Iron Pipe Set; thence
- 3) 213.24 feet, along the arc of a curve to the right having a radius of 225.35 and a chord bearing and distance of North $82^{\circ} 54' 54''$ West 205.37 feet, to an Iron Pipe Set; thence
- 4) North $55^{\circ} 48' 24''$ West 71.22 feet, to an Iron Pipe Set; thence leaving said northerly line of Parcel II and running reversely of the South $26^{\circ} 01' 54''$ West 156.01 foot line of Lot 23 Block 8 of the property shown on Resubdivision Plat, known as "Lots 21-25 Block "B" Section 3; Bradley Hills Grove" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 137 at Plat 15779

- 5) North 25° 57' 13" East 194.68 feet to an Iron Pipe Found; thence leaving said line of Lot 23 Block "B" and running the following three (3) courses and distances with the property described as Parcels "B" and "A" in Liber 7016 at Folio 123 and Liber 7016 at Folio 118 respectively among the Land Records of Montgomery County, Maryland
- 6) South 62° 42' 17" East 95.93 feet, to an Iron Pipe Set; thence
- 7) North 56° 28' 15" East 193.57 feet, to an Iron Pipe Set; thence
- 8) North 01° 33' 23" West 35.01 feet, to an Iron Pipe Set; thence leaving said Parcels "B" and "A" and running with Part of Lots 9, 10 and the 20' Path Block B as shown on a Plat of Subdivision known as "Blocks A & B; Section Three; Bradley Hills Grove" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 68 at Plat 6338
- 9) South 62° 38' 15" East 86.46 feet, to the Point of Beginning and containing a computed area of 88737.9237 sq. ft. or 2.04 acres of land.

Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

Parcel II

Being part of Lots 6 and 7 and Outlot "A" Block "B" Burning Tree Valley, as shown on a Plat of Subdivision recorded in Plat Book 72 at Plat 6994 among the Land Records of Montgomery County, Maryland, and being more particularly described as follows

Beginning for the same at an Iron Pipe Set, said pipe being on the common division line between said Lot 7 of Block B, Burning Tree Valley and Lot 9 Block B as shown on a Plat of Subdivision for Blocks A & B; Section Three; Bradley Hills Grove as recorded in Plat Book 68 at Plat 6338 among the Land records of Montgomery County, Maryland; thence running with said common division line

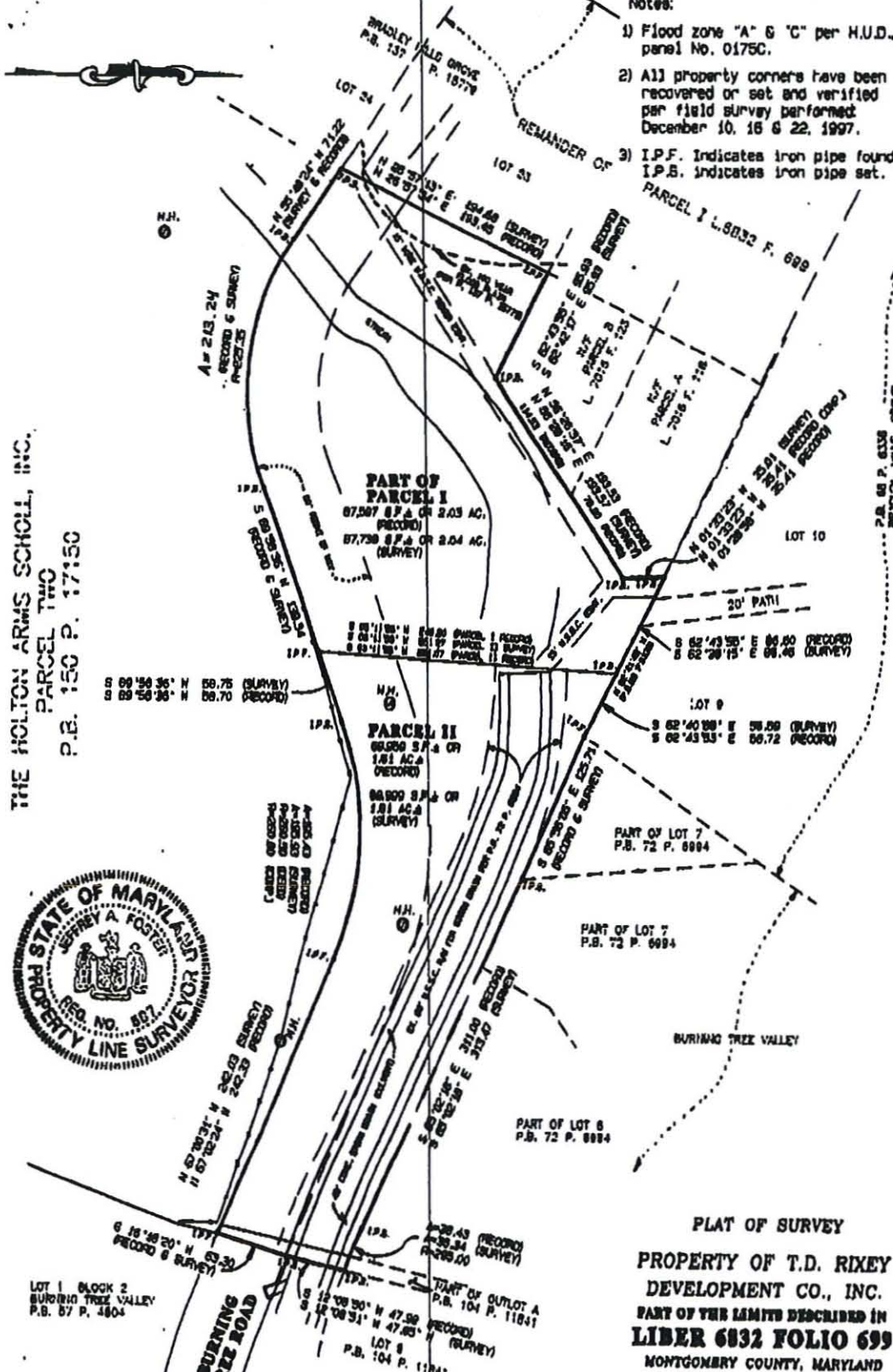
- 1) South 62° 40' 58" East 56.59 feet, to an Iron Pipe Found; thence leaving said common division line between Lots 7 and 9 Block B and running the following three (3) courses and distances across and thru to include part of said Lots 6 and 7 and Outlot A Block B
- 2) South 65° 56' 05" East 125.71 feet, to an Iron Pipe Set; thence

- 3) South 65° 02' 18" East 313.47 feet, to an Iron Pipe Set; thence
- 4) 36.34 feet, along the arc of a curve to the left having a radius of 295.00 feet and chord bearing and distance of South 68° 46' 16" East 36.31 feet to an Iron Pipe Set on the common division line between said Lot 6 Block B and Lot 9 Block B as shown on a Plat of Subdivision known as "Outlot 'A' Block 'A'; Lot 22 Block 'A'; Lot 9 Block B; Burning Tree Valley" as recorded in Plat Book 104 at Plat 11841 among the Land Records of Montgomery County, Maryland; thence running with said common line
- 5) South 12° 08' 50" West 47.85 feet, to an Iron Pipe Set on the Northerly Right-of-Way Line for Burning Tree Road; thence continuing with the common division line between said Lot 6 Block B and Burning Tree Road
- 6) South 16° 18' 20" West 63.30 feet, to an Iron Pipe Found; thence running the following three (3) courses and distances with the common division line between Lot 6 Block B and Parcel Two as shown on a Plat of Subdivision known as "Parcel Two; Burning Tree Valley; Holton-Arms School".
- 7) North 67° 00' 31" West 242.03 feet, to an Iron Pipe Found; thence
- 8) 195.93 feet, along the arc of a curve to the left having a radius of 260.80 feet and chord bearing and distance of North 88° 31' 54" West 191.35 feet to an Iron Pipe Set; thence
- 9) South 69° 58' 36" West 58.75 feet, to an Iron Pipe Found; thence leaving said common division line with "Parcel Two, Burning Tree Valley, Holton-Arms School" and running
- 10) North 3° 11' 56" East 251.27 feet, along the common division line between said Lot 6 Block B and Parcel I as described above to the Point of Beginning and containing a computed area of 69,999.7158 sq. ft. or 1.61 acres of land.

Subject, however, to any and all easements, rights-of-ways, covenants or encumbrances of record.

Notes:

- 1) Flood zone "A" & "C" per H.U.D. panel No. 0175C.
- 2) All property corners have been recovered or set and verified per field survey performed December 10, 16 & 22, 1997.
- 3) I.P.F. Indicates iron pipe found.
I.P.S. indicates iron pipe set.



THE HOLTON ARMS SCHOLL, INC.
PARCEL TWO
P.B. 150 P. 17150



PLAT OF SURVEY

PROPERTY OF T.D. RIXEY
DEVELOPMENT CO., INC.
PART OF THE LANDS DESCRIBED IN
LIBER 6832 FOLIO 699
MONTGOMERY COUNTY, MARYLAND

Building Line and/or Fibro Zone Information is taken from Available Sources and is Subject to Interpretation of Originator.

SURVEYOR'S CERTIFICATE

5 I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD SURVEY PURSUANT TO THE DEED OR PLAT OF RECORD. PROPERTY MARKERS HAVE BEEN DISCOVERED OR PLACED IN ACCORDANCE WITH THE INFORMATION SHOWN.

Jeffrey A. Fortis
HARTLAND PROPERTY LINE SURVEYOR REG. NO. 507

REFERENCES

FLAT BK.
FLAT NO.

LIESEN	6883
FOLIO	689



SNIDER & ASSOCIATES
SURVEYORS - ENGINEERS
LAND PLANNING CONSULTANTS
2 Professional Drive, Suite 210
Gaithersburg, Maryland 20878
301/948-8100, Fax 301/948-1886

DATE OF LOCATIONS

PROP. CONS. 12-22-97

HWY. LOC: 18-10-87

SCALE: 1" = 100'

DRAWN BY: M.A.H.

JOB NO: 02-2817