

Council of the Town of La Plata
La Plata Town Hall
October 18, 2012, 7:00 pm
Rescheduled from October 16, 2012
Council Work Session
Agenda

1 Call to Order

2 Matters of Council Discussion

- a. Heritage Green Amendment to Annexation Agreement.
- b. Willow Lane Pavement Overlay - Bid Opening
- c. Proclamation - Municipal Government Works Month - November, 2012

3 Matters of Information

4 Future Work Session Topics

5 Adjourn



TOWN OF LA PLATA

**305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646**

MEMORANDUM

To: Mayor and Council

From: Daniel Mears – Town Manager

Subject: Heritage Green Agreement Amendment

Date: October 15, 2012

The Town adopted a Comprehensive Parks and Recreation Plan in February of 2011. In response to that plan, GP Homes and the Town have discussed a change to the Heritage Green Annexation Agreement to remove the requirement for a golf course and replace it with an amenity package.

After an initial concept developed by GP Homes, a beginning template for the language to amend the agreement was developed, this was presented to the Town Council for its review in the spring of 2012. Following discussion the Council agreed that any future presentation should reflect a separation of the elements that are in the existing annexation agreement and the elements that are proposed to be changed or added. The Council further agreed that the last sentence in paragraph 7.(b)(3)i. regarding the property conveyance should be removed, language added to include provisions for any park or piece of park must be built as each section is completed and add language about the option to have a larger, combined community center.

Further, the agreement has been revised to reflect better specificity associated with the timing of the elements that would be delivered early, and the timing for delivery of park improvements. Effort was also placed on ensuring that the agreement and the exhibits reflect the elements proposed in the amenity package, and references to elements required in the original annexation agreement or later as part of the TND package were not included, to avoid confusion.

The elements proposed in the amenity package to replace the golf course include:

- Element 1: Central Park**
- Element 2: Eco Park Within Clark's Run**
- Element 3: Expanded Trail System**
- Element 4: Building Site for a Town Recreation Center**
- Element 5: Amenity Ponds**
- Element 6: Neighborhood Parks Minimum Acreage and Phasing**

In a large view, in place of the golf course there would be 295 acres of park included in

the development. This acreage includes a 110 acre Central Park, a 100 acre Eco Park, and an interconnecting trail network that would link the north, south, east, and west portions of the project with all of the recreational space. Ponds and storm water ponds would be improved to become amenities to the project and park space, and a minimum acreage of neighborhood parks is defined.

An important portion of the agreement is the phasing of improvements. In order to ensure adequate recreational space, prior to the issuance of the first residential occupancy permit, there must be 40 acres of park, including a 20 acre park in the northwest portion of the development. One and a half miles of the trail in the Eco Park, and the southern portion of the Linear Park Trail must also be constructed prior to the issuance of the first residential occupancy permit. Timing for a recreational center, and the neighborhood parks is also defined to ensure park improvements are completed in each phase.

Included with this memo are the exhibits depicting the recreational amenities proposed, as well as the markup and clean versions of the agreement amendment. Harry Lapas and Pat Faux plan to join us at our meeting Thursday night.

I have asked Danielle to prepare the ordinance to introduce the amendment at the October 23rd Business meeting, and a schedule for a public hearing is also being prepared.

SECOND AMENDMENT TO ANNEXATION AGREEMENT

THIS AMENDMENT TO ANNEXATION AGREEMENT, hereinafter referred to as "this Agreement", entered into this _____ day of _____, 2013, by and between **TOWN OF LA PLATA**, a municipal corporation of the State of Maryland, acting by and through the **TOWN COUNCIL OF THE TOWN OF LA PLATA**, hereinafter referred to collectively as "the Town", party of the first part; **HERITAGE GREEN DEVELOPMENT, LLC**, a Virginia limited liability company, hereinafter referred to as "HGD" or Petitioner", party of the second part; and _____, Trustee under an Amendment and Restatement of Deed of Trust, Security Agreement and Fixture Filing Statement recorded among the Land Records of Charles County, Maryland, in Book 4814, page 130, party of the third part, hereinafter referred to as "Trustee".

EXPLANATORY STATEMENT: In connection with the annexation of a tract of land, hereinafter referred to as "the Tract", consisting of 805.691 acres, more or less, into the corporate limits of the Town, the Town, the then owners of the Tract, and others entered into an Annexation Agreement dated March 20, 1990, and recorded among the Land Records of Charles County, Maryland, in Liber 1475, page 136. Later the Town, the owners of the Tract, and others, entered into an Amendment to Annexation Agreement dated March 17, 1998, and recorded among the Land Records of Charles County, Maryland in Liber 3868, page 119. The Amendment to Annexation Agreement modified certain provisions of the Annexation Agreement to provide for residential rather than commercial use, for that portion of the tract lying between Washington Avenue and the Conrail Right-of-Way. The Annexation Agreement and the Amendment to Annexation Agreement collectively are referred to as the "Annexation Agreement." This amendment applies only to that portion of the Tract owned by HGD which is referred to herein as "the Property"

When the Annexation Agreement was entered into the Town and the other parties to the Annexation Agreement believed that the development of the Tract should include an 18 hole golf course as a commercial recreational amenity which would have been owned by HGD. As a result of the Town's recently approved 2011 Comprehensive Parks and Recreation Master Plan the parties have determined that a more varied package of recreational amenities for the development and the community-at-large would be appropriate in lieu of a limited market golf course amenity. The parties hereto, which include the Town and HGD, the current owner of the Tract (saving and excepting a 8.786 acres, more or less, portion of the Tract heretofore conveyed pursuant to Deed

dated March 26, 1991, and recorded among the Land Records of Charles County, Maryland, in Liber 1538, page 152) and of the 269 acres, more or less, of land (described in the Annexation Agreement) lying contiguous to the Tract, and the holder of an encumbrance on the Property, desire to amend the Annexation Agreement (as amended by the Amendment to Annexation Agreement) to reflect these changed circumstances and to modify certain requirements of the Annexation Agreement (as amended by the Amendment to Annexation Agreement) consistent therewith. As a consequence, this Agreement eliminates the requirement that a golf course be constructed as part of the development of the Property and provides that other park and recreational amenities be substituted.

The Annexation Agreement provided recreation elements in addition to the golf course. These elements, which would not be changed by this Agreement, include two neighborhood recreation centers that each would include a swimming pool, bathhouse, tennis court, tot lot, and basketball court; and a softball field and soccer field located on the elementary school site, and a separate site for recreational vehicle parking.

On December 13, 2005 and May 9, 2006 the Town approved the TND Designation Plan for Phase One and Phase Two of Heritage Green respectively. The designation provided recreation elements that include Chapman House Community/Professional Center, neighborhood parks, a linear park trail along the proposed La Plata Parkway, and an accessible lake and picnic pavilion in the northeast portion of Phase Two.

A recreational trail along the northern portion of Phase Two parallel to Rosewick Road has already been constructed.

Now, therefore,

WITNESSETH, that for and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment of Annexation Agreement.

The Annexation Agreement (as amended by the Amendment to Annexation Agreement) is further amended by renumbering Paragraphs 7(b), (c) and (d) to be Paragraphs 7(c), (d) and (e) and by deleting Paragraph 7(a) thereof and substituting new Paragraphs 7(a) and (b) to stand in the place of the Paragraph so deleted, such new Paragraphs to read as follows:

7. Recreation and Park Facilities.

(a) The development of the Property shall provide for Petitioner to develop, construct, and provide, at its expense, an Outdoor Park System (“Park System”) in accordance with this Paragraph 7(a). The requirements of this Paragraph 7(a) are in addition to all other requirements of this Agreement and all other parks and recreation requirements imposed by law

(b) The Park System shall consist of approximately 295 acres and shall include six elements; a central park, an eco-park within Clark’s Run, an expanded trail system, a building site for a Town recreation center, amenity ponds, and neighborhood parks. The Park System may also, at the Petitioner’s expense, include commercial concessions and businesses that support the objectives of the Park System, such as refreshments, sporting equipment rentals, or other similar offerings. Drawings that illustrate the general concept and intent of the Park System and each of the six elements are attached to this Agreement as Exhibits E1 through E7 and incorporated by reference. Each of these six elements are described in more detail in the remaining provisions of this Paragraph 7(a). Where an element or sub-element specifies acreage, number or types of facilities, or other unit of measurement of a facility to be provided under that element or sub-element, that specification is a minimum that Petitioner may exceed in its discretion subject to all required approvals by Town officials, boards, and commissions.

(1)

i. Element 1: Central Park - The Central Park conceptually depicted in Exhibit E1 shall consist of approximately 110 acres and shall contain the following sub-elements that describe the type and intensity of infrastructure to be included within the Central Park: 4 tot lots, 6 multi-purpose athletic courts open play fields for field games, 4 outdoor picnic areas, 2 picnic pavilions, trails and hiking paths (exclusive of all sidewalks), community garden areas with individual garden plots, an outdoor amphitheatre, maintained meadows, 3 restored and maintained ponds, 1 large reflecting pond, three urban fountains, and other amenities. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item i.

ii. Element 2: Eco Park Within Clark’s Run - The Eco Park within Clarks Run conceptually depicted in Exhibit E2 shall contain 100 acres. The following sub-elements describe the type and intensity of infrastructure to be included within the Eco Park: 2¼ miles of soft surface trails and paths (exclusive

of all sidewalks, and shall be finished with native gravel, wood mulch, and or wood chips or equivalent) with footbridges, interpretive signs, and exercise stations, 4 outdoor picnic areas, a restored pond combined to meet storm water management needs and to serve as a community amenity, restored wetland habitats, stream restoration and enhancements, and natural meadows. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item ii.

iii. Element 3: Expanded Trail System - The Expanded Trail System conceptually depicted in Exhibit E3 shall contain the following sub-elements that describe the type and intensity of infrastructure to be included within the Expanded Trail System running through the Property: a Clark's Run Trail meandering along Clarks Run within the Property, and a Connecting Network that interconnects neighborhoods, recreation elements, and other trails within and abutting the Property. All off street sections of the Expanded Trail System shall be improved with an asphalt or similar improved surface sufficient and appropriate for walking, jogging, bicycling, and similar types of activities except as noted in other Element 2 that requires soft surface trails and paths. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item iii.

iv. Element 4: Building Site for a Town Recreation Center referred to herein as the "Building Site" - A Building Site for a Town Recreation Center generally depicted in Exhibit E4 shall be a buildable site of not more than 3 acres for a community recreational center to be built by the Town of La Plata. The Building Site shall be located within the Central Park or within 1,800 feet from the perimeter of the school site and be suitable in size, shape, and topography to accommodate the development of a two-story 20,000 square foot building and required parking facilities, taking into account shared parking arrangements with other nearby facilities as may be permitted by the Town zoning code. The Center shall conform to the Property design standards and follow the Property design review process.

v. Element 5: Amenity Ponds - Amenity ponds conceptually depicted in Exhibit E5 shall consist of ponds that serve as an attractive Heritage Green community or public amenity, or as an attractive dual purpose, public amenity and storm water management facility. Designated amenity ponds not within the Eco-Park or Central Park shall be improved with one or more feature such as pavilions, decks, pedestrian overlooks, benches, and similar types of improvements that will enhance the public's ability to use and enjoy the pond amenity. If approved by the Town Planning Commission,

Petitioner may substitute a comparable type and quantity of sub-element in lieu of that described in this item v.

vi. Element 6: Neighborhood Parks Minimum Acreage and Phasing – Neighborhood Parks as provided for in this item vi shall be included in all sub-phases of the development of the Property for which the Town Planning Commission has not approved a final subdivision plat as of December 31, 2011. Neighborhood Parks must be developed at a minimum acreage of , one acre per one hundred dwelling units, and shall be situated to provide a clustering of activities in a particular area.

(2) The Petitioner shall depict the Park System concept, including all of the elements of the Park System concept, on an amended master site development plan (MSDP) for the Property. The amended MSDP must be submitted to and approved by the Town Planning Commission before the Petitioner may apply for, or the Town may approve, any additional residential subdivision plats in the “impacted area” as shown in Exhibit E6. After the Planning Commission approves an amended MSDP that depicts the Park System concept, each subdivision plat and site plan submitted by the Petitioner for approval must be consistent with the amended MSDP and must depict and describe in detail the plans and specifications for each element and sub-element of the Park System that will be included in the area covered by the plat or site plan. Petitioner may not compel the approval of any residential preliminary subdivision plats or site plans in the “impacted area” as depicted on Exhibit E6 until the Planning Commission approves the amended MSDP.

(3) This sub-subparagraph (3) shall govern the phasing of the development and construction of those elements and sub-elements of the Park System as described below:

i. A community park to serve a community-wide function must be developed and constructed at the northwest main lake as conceptually depicted on Exhibits E1 & E7 prior to the issuance of any occupancy permit for residential units on the Property. This community park shall be a part of the Central Park element, must be accessible from Rosewick Road, and must contain a picnic pavilion, parking, a restroom facility, and a trail encircling the lake. This park area shall be approximately 20 acres and must be made available for use by Town residents.

ii. A soft surface trail of 1.5 miles long and running through and part of the Clark’s Run Eco-Park must be developed and constructed prior to the issuance of any occupancy permit for residential uses on the Property. A conceptual depiction of the location of this trail is set forth on Exhibit E7.

iii. The first segment of the Linear Park Trail, extending from Route 6 to the first round-about, the general location of which is set forth on Exhibit E7 as “Linear Park Trail, Phase 1 (0.25 miles)”, must be constructed prior to the issuance of any occupancy permit for residential uses on the Property.

iv. Construction of the Neighborhood Recreation Center with pool as defined and required in Paragraph 7(c)(2) of the Annexation Agreement shall be started prior to issuance of the 150th residential occupancy permit and shall be completed and available for use for by Town residents as defined in Paragraph 7(c)(2) before the 300th residential occupancy permit is issued for the Property.

v. At a minimum, 40 acres of the Park System, including, but not limited to, the items in i, ii, and iii above generally located on Exhibit E7 as items A, B, C, D and E, shall be completed and available for use prior to the issuance of any occupancy permit for residential units on the Property. Thereafter, the Park System shall be constructed and made available for use at the rate of one acre for every ten and one half residential building permits issued by the Town. As part of this incremental construction; each added trail segment shall be connected to the overall Property network to avoid isolated segments, a minimum of 120 acres of the Park System must be completed and available for use before the Town may issue, or be compelled to issue, occupancy permits for more than 1259 residential units on the Property, and 180 acres of the Park System must be completed and available for use before the Town issues, or may be compelled to issue, occupancy permits for more than 1889 residential units on the Property. Each portion of the Park System located in a phase or subphase of the project must be constructed before the Town may issue, or be compelled to issue, the final residential building permit within the phase or sub-phase of development in which the portion of the Park System is located.

vi. The Building Site for a Town Recreation Center shall be conveyed to the Town within 30 days after final subdivision plat approval for the sub-phase that includes the Building Site or at such other time mutually agreed between Petitioner and the Town. If by the issuance of the 3000th residential building permit construction of the Town Recreation Center has not commenced, HGD, if HGD shall then exist, shall have the personal right to seek reconveyance of the Building Site unless an extension period is mutually agreed between HGD and the Town. Upon agreement between the Town and Petitioner, in lieu of Petitioner constructing the two neighborhood recreation centers specified in Paragraph 7(c) of the Annexation Agreement, Petitioner may construct on this Building Site at its expense, and convey to the Town, a single combined

recreation center for community and neighborhood use of such size and specifications as the Town and Petitioner may agree.

(4) Petitioner shall convey all, or any part, of the Park System, with the exception of those parcels that contain the Neighborhood Parks and Garden Plots, to the Town promptly after request of the Town, unless otherwise mutually agreed by Petitioner and the Town, or unless otherwise expressly provided in this Paragraph 7(a). Any part of the Park System that is to be conveyed to the Town shall be conveyed without cost or expense to the Town, by special warranty deed, bill of sale, or other documentation appropriate to the conveyance, and free and clear of all liens and encumbrances other than Property Design Standards, easements for elements such as environmental preservation, wetland and stormwater mitigation, utilities, and similar items. Where Petitioner conveys a part of the Park System on which Petitioner has the right pursuant to Paragraph 7(b) to operate commercial concessions and businesses that support the objectives of the Park System, such as refreshments, sporting equipment rentals, or other similar offerings, the conveyance shall be subject to such rights. The Town shall accept all Park System parcels conveyed to it by the Petitioner. Until conveyance the Petitioner or, at the direction of Petitioner the Property HOA, shall maintain and manage the Park System and, unless a right to use a particular part of the Park System is granted by this Agreement, may determine who is permitted to use the facilities. Until project completion the Petitioner, with written permission from the Town, may, but is not required to, maintain, and make improvements in, any Park System elements that have been conveyed to the Town.

2. Reaffirmation of Annexation Agreement.

Except as amended by this Agreement, the Annexation Agreement (as amended by the Amendment to Annexation Agreement) remains in full force and effect.

3. Agreement Constituting Covenants Running With the Land.

HGD hereby declares that, from and after the date of this Agreement, the Property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, obligations and equitable servitudes as are set forth in the Annexation Agreement (as amended by the Annexation Agreement), as amended by this Agreement, all of which covenants, conditions, restrictions, uses limitations, obligations, and

equitable servitudes shall be deemed to run with and bind to the land and be binding on HGD, its successors and assigns, and shall not be construed merely as personal obligations or covenants of HGD; and shall be for the benefit of the Town, its successors and assigns, and enforceable by it at law or in equity. The said covenants, restrictions, conditions, uses, limitations, obligations, and equitable servitudes shall automatically terminate and be of no further force and effect fifty (50) years after the date of this Agreement.

4. Noncontestibility of Agreement.

The parties to this Agreement agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality or enforceability of this Agreement or any or all of its provisions, terms or conditions.

5. Interpretation and Enforcement Under Maryland Law.

This Agreement is being executed and delivered, and is intended to be performed, in the State of Maryland, and shall be interpreted, construed and enforced in accordance with the laws of such State, exclusive of its provisions governing conflicts and choice of laws.

6. Gender Based Terminology.

In construing this Agreement, feminine, neuter or plural nouns and pronouns shall be substituted for those masculine of singular in form, and vice versa, in any place in which the context so requires.

7. Agreement Prepared by All Parties.

This Agreement has been prepared by all parties hereto, and the language used in this Agreement shall not be construed in favor of or against any particular party or parties.

8. Explanatory Statement Material.

The provisions stated and contained in the EXPLANATORY STATEMENT above are intended to be a material part of this Agreement and are not merely prefatory in nature.

9. Entire Understanding.

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

10. Scope of Agreement.

All of the promises, stipulations, covenants, and agreements herein contained shall apply to, bind, and be obligatory upon the parties hereto and the heirs, legatees, devisees, executors, administrators, personal representatives, successors, and assigns of each, whether so expressed or not.

11. Modification of Agreement.

An amendment or modification of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

12. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

13. Time of Essence.

Time is of the essence in this Agreement.

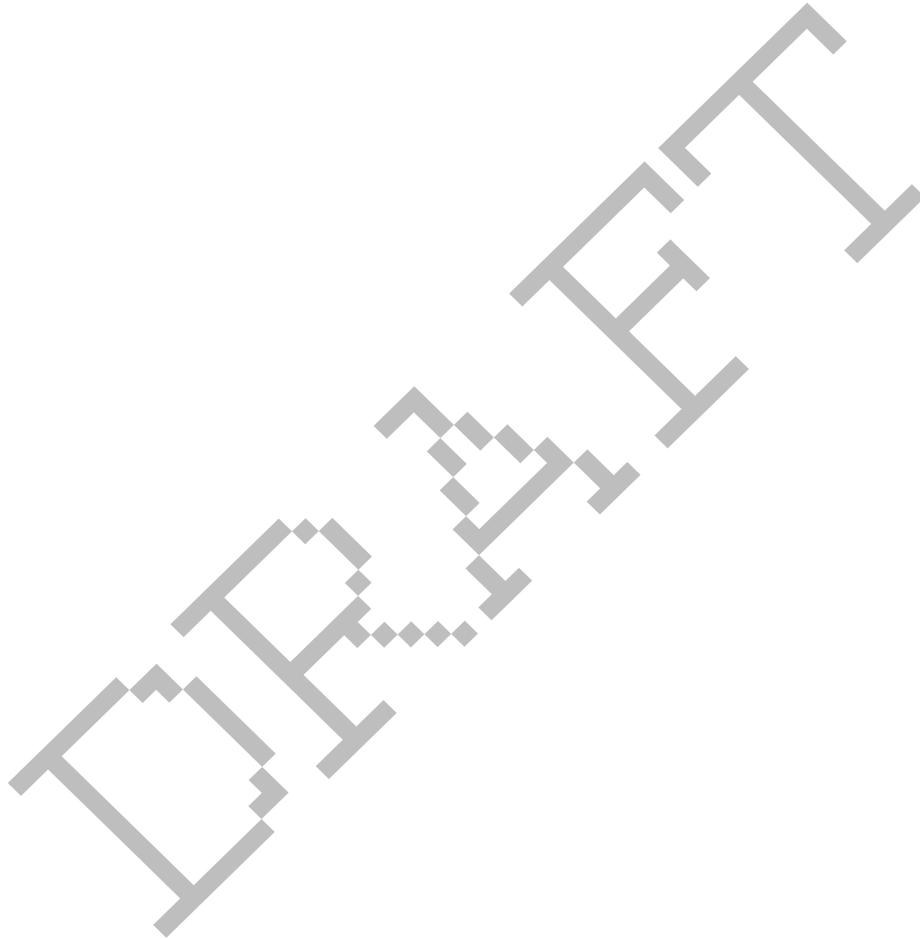
14. Attorney's Fees Upon Breach.

If HGD breaches any part of this Agreement, HGD shall pay the reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the Town in enforcing the provisions of this Agreement with respect to said breach or in obtaining damages therefor.

15. Effect of Waiver on Breach.

The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of such breach by the other party, as an amendment of this

Agreement, or as a waiver of any subsequent breach of the same or any other provision of this Agreement by the waiving party or by the other party hereto.



16. Recordation of Agreement.

Upon approval of this Agreement by the La Plata Town Council, and the due execution of this Agreement by all parties hereto, the Town shall record this Agreement, among the Land Records of Charles County, Maryland.

17. Duplicate Counterparts.

This Agreement may be executed by the various parties on several separate counterparts hereof, all of which shall together be valid and fully binding upon the parties hereto notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

18. Joinder of Trustee.

The Trustee joins in this Agreement for the purpose of subordinating the lien of its deed of trust to the terms, conditions and effect of this Agreement and for the purpose of consenting thereto.

IN WITNESS WHEREOF, and as of the day and year first hereinabove written, the parties hereto have affixed below their respective signatures and seals to multiple counterparts of this Agreement, any of which shall be deemed to be an original.

ATTEST:

**HERITAGE GREEN DEVELOPMENT,
LLC,
a Virginia limited liability company**

By: _____ (SEAL)
Charis Lapas, Manager

_____ (SEAL)
, Trustee

ATTEST:

TOWN OF LA PLATA:

_____(SEAL)
Roy G. Hale, Mayor
_____(SEAL)
Joseph W. Norris, Councilman
_____(SEAL)
R. Wayne Winkler, Councilman
_____(SEAL)
Paretta D. Mudd, Councilwoman
_____(SEAL)
C. Keith Back, Councilman
_____(SEAL)
Daniel J. Mears, Town Manager

STATE OF _____, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared Charis Lapas, known to me or satisfactorily proven to me to be the Manager of HERITAGE GREEN DEVELOPMENT, LLC, a Virginia limited liability company, and the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Managing Member of HERITAGE GREEN DEVELOPMENT, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF _____, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 2013, appeared _____, TRUSTEE, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Trustee.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared ROY G. HALE, MAYOR OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Mayor for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared JOSEPH W. NORRIS, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared R. WAYNE WINKLER, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared PARETTA D. MUDD, COUNCILWOMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilwoman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared C. KEITH BACK, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared DANIEL J. MEARS, TOWN MANAGER OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as TOWN MANAGER for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

SECOND AMENDMENT TO ANNEXATION AGREEMENT

THIS AMENDMENT TO ANNEXATION AGREEMENT, hereinafter referred to as "this Agreement", entered into this _____ day of _____, 2013, by and between **TOWN OF LA PLATA**, a municipal corporation of the State of Maryland, acting by and through the **TOWN COUNCIL OF THE TOWN OF LA PLATA**, hereinafter referred to collectively as "the Town", party of the first part; **HERITAGE GREEN DEVELOPMENT, LLC**, a Virginia limited liability company, hereinafter referred to as "HGD" or Petitioner", party of the second part; and _____, Trustee under an Amendment and Restatement of Deed of Trust, Security Agreement and Fixture Filing Statement recorded among the Land Records of Charles County, Maryland, in Book 4814, page 130, party of the third part, hereinafter referred to as "Trustee".

EXPLANATORY STATEMENT: In connection with the annexation of a tract of land, hereinafter referred to as "the Tract", consisting of 805.691 acres, more or less, into the corporate limits of the Town, the Town, the then owners of the Tract, and others entered into an Annexation Agreement dated March 20, 1990, and recorded among the Land Records of Charles County, Maryland, in Liber 1475, page 136. Later the Town, the owners of the Tract, and others, entered into an Amendment to Annexation Agreement dated March 17, 1998, and recorded among the Land Records of Charles County, Maryland in Liber 3868, page 119. The Amendment to Annexation Agreement modified certain provisions of the Annexation Agreement to provide for residential rather than commercial use, for that portion of the tract lying between Washington Avenue and the Conrail Right-of-Way. The Annexation Agreement and the Amendment to Annexation Agreement collectively are referred to as the "Annexation Agreement." This amendment applies only to that portion of the Tract owned by HGD which is referred to herein as "the Property"

When the Annexation Agreement was entered into the Town and the other parties to the Annexation Agreement believed that the development of the Tract should include an 18 hole golf course as a commercial recreational amenity which would have been owned by HGD. As a result of the Town's recently approved 2011 Comprehensive Parks and Recreation Master Plan the parties have determined that a more varied package of recreational amenities for the development and the community-at-large would be appropriate in lieu of a limited market golf course amenity. The parties hereto, which include the Town and HGD, the current owner of the Tract (saving and excepting a 8.786 acres, more or less, portion of the Tract heretofore conveyed pursuant to Deed

dated March 26, 1991, and recorded among the Land Records of Charles County, Maryland, in Liber 1538, page 152) and of the 269 acres, more or less, of land (described in the Annexation Agreement) lying contiguous to the Tract, and the holder of an encumbrance on the Property, desire to amend the Annexation Agreement (as amended by the Amendment to Annexation Agreement) to reflect these changed circumstances and to modify certain requirements of the Annexation Agreement (as amended by the Amendment to Annexation Agreement) consistent therewith. As a consequence, this Agreement eliminates the requirement that a golf course be constructed as part of the development of the Property and provides that other park and recreational amenities be substituted.

The Annexation Agreement provided recreation elements in addition to the golf course. These elements, which would not be changed by this Agreement, include two neighborhood recreation centers that each would include a swimming pool, bathhouse, tennis court, tot lot, and basketball court; and a softball field and soccer field located on the elementary school site, and a separate site for recreational vehicle parking.

On December 13, 2005 and May 9, 2006 the Town approved the TND Designation Plan for Phase One and Phase Two of Heritage Green respectively. The designation provided recreation elements that include Chapman House Community/Professional Center, neighborhood parks, a linear park trail along the proposed La Plata Parkway, and an accessible lake and picnic pavilion in the northeast portion of Phase Two.

A recreational trail along the northern portion of Phase Two parallel to Rosewick Road has already been constructed.

Now, therefore,

WITNESSETH, that for and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment of Annexation Agreement.

The Annexation Agreement (as amended by the Amendment to Annexation Agreement) is further amended by renumbering Paragraphs 7(b), (c) and (d) to be Paragraphs 7(c), (d) and (e) and by deleting Paragraph 7(a) thereof and substituting new Paragraphs 7(a) and (b) to stand in the place of the Paragraph so deleted, such new Paragraphs to read as follows:

7. Recreation and Park Facilities.

(a) The development of the Property shall provide for Petitioner to develop, construct, and provide, at its expense, an Outdoor Park System (“Park System”) in accordance with this Paragraph 7(a). The requirements of this Paragraph 7(a) are in addition to all other requirements of this Agreement and all other parks and recreation requirements imposed by law

(b) The Park System shall consist of approximately 295 acres and shall include six elements; a central park, an eco-park within Clark’s Run, an expanded trail system, a building site for a Town recreation center, amenity ponds, and neighborhood parks. The Park System may also, at the Petitioner’s expense, include commercial concessions and businesses that support the objectives of the Park System, such as refreshments, sporting equipment rentals, or other similar offerings. Drawings that illustrate the general concept and intent of the Park System and each of the six elements are attached to this Agreement as Exhibits E1 through E7 and incorporated by reference. Each of these six elements are described in more detail in the remaining provisions of this Paragraph 7(a). Where an element or sub-element specifies acreage, number or types of facilities, or other unit of measurement of a facility to be provided under that element or sub-element, that specification is a minimum that Petitioner may exceed in its discretion subject to all required approvals by Town officials, boards, and commissions.

(1)

i. Element 1: Central Park - The Central Park conceptually depicted in Exhibit E1 shall consist of approximately 110 acres and shall contain the following sub-elements that describe the type and intensity of infrastructure to be included within the Central Park: 4 tot lots, 6 multi-purpose athletic courts open play fields for field games, 4 outdoor picnic areas, 2 picnic pavilions, trails and hiking paths (exclusive of all sidewalks), community garden areas with individual garden plots, an outdoor amphitheatre, maintained meadows, 3 restored and maintained ponds, 1 large reflecting pond, three urban fountains, and other amenities. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item i.

ii. Element 2: Eco Park Within Clark’s Run - The Eco Park within Clarks Run conceptually depicted in Exhibit E2 shall contain 100 acres.

The following sub-elements describe the type and intensity of infrastructure to be included within the Eco Park: 2¼ miles of soft surface trails and paths (exclusive of all sidewalks, and shall be finished with native gravel, wood mulch, and or wood chips or equivalent) with footbridges, interpretive signs, and exercise stations, 4 outdoor picnic areas, a restored pond combined to meet storm water management needs and to serve as a community amenity, restored wetland habitats, stream restoration and enhancements, and natural meadows. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item ii.

iii. Element 3: Expanded Trail System - The Expanded Trail System conceptually depicted in Exhibit E3 shall contain the following sub-elements that describe the type and intensity of infrastructure to be included within the Expanded Trail System running through the Property: a Clark's Run Trail meandering along Clarks Run within the Property, and a Connecting Network that interconnects neighborhoods, recreation elements, and other trails within and abutting the Property. All off street sections of the Expanded Trail System shall be improved with an asphalt or similar improved surface sufficient and appropriate for walking, jogging, bicycling, and similar types of activities except as noted in other Element 2 that requires soft surface trails and paths. If approved by the Town Planning Commission, Petitioner may substitute comparable types and quantities of sub-elements in lieu of those described in this item iii.

iv. Element 4: Building Site for a Town Recreation Center referred to herein as the "Building Site" – A Building Site for a Town Recreation Center generally depicted in Exhibit E4 shall be a buildable site of not more than 3 acres for a community recreational center to be built by the Town of La Plata. The Building Site shall be located within the Central Park or within 1,800 feet from the perimeter of the school site and be suitable in size, shape, and topography to accommodate the development of a two-story 20,000 square foot building and required parking facilities, taking into account shared parking arrangements with other nearby facilities as may be permitted by the Town zoning code. The Center shall conform to the Property design standards and follow the Property design review process.

v. Element 5: Amenity Ponds - Amenity ponds conceptually depicted in Exhibit E5 shall consist of ponds that serve as an attractive Heritage Green community or public amenity, or as an attractive dual purpose, public amenity and storm water management facility. Designated amenity ponds not within the Eco-Park or Central Park shall be improved with one or more feature such as pavilions, decks, pedestrian overlooks, benches, and similar types of improvements that will enhance the public's ability to use and enjoy the pond

amenity. If approved by the Town Planning Commission, Petitioner may substitute a comparable type and quantity of sub-element in lieu of that described in this item v.

vi. Element 6: Neighborhood Parks Minimum Acreage and Phasing – Neighborhood Parks as provided for in this item vi shall be included in all sub-phases of the development of the Property for which the Town Planning Commission has not approved a final subdivision plat as of December 31, 2011. Neighborhood Parks must be developed at a minimum acreage of , one acre per one hundred dwelling units, and shall be situated to provide a clustering of activities in a particular area.

(2) The Petitioner shall depict the Park System concept, including all of the elements of the Park System concept, on an amended master site development plan (MSDP) for the Property. The amended MSDP must be submitted to and approved by the Town Planning Commission before the Petitioner may apply for, or the Town may approve, any additional residential subdivision plats in the “impacted area” as shown in Exhibit E6. After the Planning Commission approves an amended MSDP that depicts the Park System concept, each subdivision plat and site plan submitted by the Petitioner for approval must be consistent with the amended MSDP and must depict and describe in detail the plans and specifications for each element and sub-element of the Park System that will be included in the area covered by the plat or site plan. Petitioner may not compel the approval of any residential preliminary subdivision plats or site plans in the “impacted area” as depicted on Exhibit E6 until the Planning Commission approves the amended MSDP.

(3) This sub-subparagraph (3) shall govern the phasing of the development and construction of those elements and sub-elements of the Park System as described below:

i. A community park to serve a community-wide function must be developed and constructed at the northwest main lake as conceptually depicted on Exhibits E1 & E7 prior to the issuance of any occupancy permit for residential units on the Property . This community park shall be a part of the Central Park element, must be accessible from Rosewick Road, and must contain a picnic pavilion, parking, a restroom facility, and a trail encircling the lake. This park area shall be approximately 20 acres and must be made available for use by Town residents.

ii. A soft surface trail of 1.5 miles long and running through and part of the Clark’s Run Eco-Park must be developed and constructed prior to the issuance of any occupancy permit for residential uses on the Property.

A conceptual depiction of the location of this trail is set forth on Exhibit E7.

iii. The first segment of the Linear Park Trail, extending from Route 6 to the first round-about, the general location of which is set forth on Exhibit E7 as “Linear Park Trail, Phase 1 (0.25 miles)”, must be constructed prior to the issuance of any occupancy permit for residential uses on the Property.

iv. Construction of the Neighborhood Recreation Center with pool as defined and required in Paragraph 7(c)(2) of the Annexation Agreement shall be started prior to issuance of the 150th residential occupancy permit and shall be completed and available for use for by Town residents as defined in Paragraph 7(c)(2) before the 300th residential occupancy permit is issued for the Property.

v. At a minimum, 40 acres of the Park System, including, but not limited to, the items in i, ii, and iii above generally located on Exhibit E7 as items A, B, C, D and E, shall be completed and available for use prior to the issuance of any occupancy permit for residential units on the Property. Thereafter, the Park System shall be constructed and made available for use at the rate of one acre for every ten and one half residential building permits issued by the Town. As part of this incremental construction: each added trail segment shall be connected to the overall Property network to avoid isolated segments, a minimum of 120 acres of the Park System must be completed and available for use before the Town may issue, or be compelled to issue, occupancy permits for more than 1259 residential units on the Property, and 180 acres of the Park System must be completed and available for use before the Town issues, or may be compelled to issue, occupancy permits for more than 1889 residential units on the Property. Each portion of the Park System located in a phase or subphase of the project must be constructed before the Town may issue, or be compelled to issue, the final residential building permit within the phase or sub-phase of development in which the portion of the Park System is located.

vi. The Building Site for a Town Recreation Center shall be conveyed to the Town within 30 days after final subdivision plat approval for the sub-phase that includes the Building Site or at such other time mutually agreed between Petitioner and the Town. If by the issuance of the 3000th residential building permit construction of the Town Recreation Center has not commenced, HGD, if HGD shall then exist, shall have the personal right to seek reconveyance of the Building Site unless an extension period is mutually agreed between HGD and the Town. Upon agreement between the Town and Petitioner, in lieu of Petitioner constructing the two neighborhood recreation centers specified in Paragraph 7(c) of the Annexation Agreement, Petitioner may construct on this

Building Site at its expense, and convey to the Town, a single combined recreation center for community and neighborhood use of such size and specifications as the Town and Petitioner may agree.

(4) Petitioner shall convey all, or any part, of the Park System, with the exception of those parcels that contain the Neighborhood Parks and Garden Plots, to the Town promptly after request of the Town, unless otherwise mutually agreed by Petitioner and the Town, or unless otherwise expressly provided in this Paragraph 7(a). Any part of the Park System that is to be conveyed to the Town shall be conveyed without cost or expense to the Town, by special warranty deed, bill of sale, or other documentation appropriate to the conveyance, and free and clear of all liens and encumbrances other than Property Design Standards, easements for elements such as environmental preservation, wetland and stormwater mitigation, utilities, and similar items. Where Petitioner conveys a part of the Park System on which Petitioner has the right pursuant to Paragraph 7(b) to operate commercial concessions and businesses that support the objectives of the Park System, such as refreshments, sporting equipment rentals, or other similar offerings, the conveyance shall be subject to such rights. The Town shall accept all Park System parcels conveyed to it by the Petitioner. Until conveyance the Petitioner or, at the direction of Petitioner the Property HOA, shall maintain and manage the Park System and, unless a right to use a particular part of the Park System is granted by this Agreement, may determine who is permitted to use the facilities. Until project completion the Petitioner, with written permission from the Town, may, but is not required to, maintain, and make improvements in, any Park System elements that have been conveyed to the Town.

2. Reaffirmation of Annexation Agreement.

Except as amended by this Agreement, the Annexation Agreement (as amended by the Amendment to Annexation Agreement) remains in full force and effect.

3. Agreement Constituting Covenants Running With the Land.

HGD hereby declares that, from and after the date of this Agreement, the Property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, obligations and equitable servitudes as are set forth in the Annexation Agreement (as amended by the Annexation Agreement), as amended by this Agreement, all of which covenants, conditions, restrictions, uses limitations, obligations, and

equitable servitudes shall be deemed to run with and bind to the land and be binding on HGD, its successors and assigns, and shall not be construed merely as personal obligations or covenants of HGD; and shall be for the benefit of the Town, its successors and assigns, and enforceable by it at law or in equity. The said covenants, restrictions, conditions, uses, limitations, obligations, and equitable servitudes shall automatically terminate and be of no further force and effect fifty (50) years after the date of this Agreement.

4. Noncontestability of Agreement.

The parties to this Agreement agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality or enforceability of this Agreement or any or all of its provisions, terms or conditions.

5. Interpretation and Enforcement Under Maryland Law.

This Agreement is being executed and delivered, and is intended to be performed, in the State of Maryland, and shall be interpreted, construed and enforced in accordance with the laws of such State, exclusive of its provisions governing conflicts and choice of laws.

6. Gender Based Terminology.

In construing this Agreement, feminine, neuter or plural nouns and pronouns shall be substituted for those masculine of singular in form, and vice versa, in any place in which the context so requires.

7. Agreement Prepared by All Parties.

This Agreement has been prepared by all parties hereto, and the language used in this Agreement shall not be construed in favor of or against any particular party or parties.

8. Explanatory Statement Material.

The provisions stated and contained in the EXPLANATORY STATEMENT above are intended to be a material part of this Agreement and are not merely prefatory in nature.

9. Entire Understanding.

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

10. Scope of Agreement.

All of the promises, stipulations, covenants, and agreements herein contained shall apply to, bind, and be obligatory upon the parties hereto and the heirs, legatees, devisees, executors, administrators, personal representatives, successors, and assigns of each, whether so expressed or not.

11. Modification of Agreement.

An amendment or modification of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

12. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

13. Time of Essence.

Time is of the essence in this Agreement.

14. Attorney's Fees Upon Breach.

If HGD breaches any part of this Agreement, HGD shall pay the reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the Town in enforcing the provisions of this Agreement with respect to said breach or in obtaining damages therefor.

15. Effect of Waiver on Breach.

The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of such breach by the other party, as an amendment of this

Agreement, or as a waiver of any subsequent breach of the same or any other provision of this Agreement by the waiving party or by the other party hereto.

DRAFT

HERITAGE GREEN DEVELOPMENT, LLC, SECOND AMENDMENT TO ANNEXATION AGREEMENT

Draft October 15, 2012

Page 10

16. Recordation of Agreement.

Upon approval of this Agreement by the La Plata Town Council, and the due execution of this Agreement by all parties hereto, the Town shall record this Agreement, among the Land Records of Charles County, Maryland.

17. Duplicate Counterparts.

This Agreement may be executed by the various parties on several separate counterparts hereof, all of which shall together be valid and fully binding upon the parties hereto notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

18. Joinder of Trustee.

The Trustee joins in this Agreement for the purpose of subordinating the lien of its deed of trust to the terms, conditions and effect of this Agreement and for the purpose of consenting thereto.

IN WITNESS WHEREOF, and as of the day and year first hereinabove written, the parties hereto have affixed below their respective signatures and seals to multiple counterparts of this Agreement, any of which shall be deemed to be an original.

ATTEST:

**HERITAGE GREEN DEVELOPMENT,
LLC,
a Virginia limited liability company**

By: _____ (SEAL)
Charis Lapas, Manager

_____ (SEAL)
, Trustee

ATTEST:

TOWN OF LA PLATA:

_____(SEAL)
Roy G. Hale, Mayor
_____(SEAL)
Joseph W. Norris, Councilman
_____(SEAL)
R. Wayne Winkler, Councilman
_____(SEAL)
Paretta D. Mudd, Councilwoman
_____(SEAL)
C. Keith Back, Councilman
_____(SEAL)
Daniel J. Mears, Town Manager

STATE OF _____, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared Charis Lapas, known to me or satisfactorily proven to me to be the Manager of HERITAGE GREEN DEVELOPMENT, LLC, a Virginia limited liability company, and the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Managing Member of HERITAGE GREEN DEVELOPMENT, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF _____, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 2013, appeared _____, TRUSTEE, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Trustee.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared ROY G. HALE, MAYOR OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Mayor for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared JOSEPH W. NORRIS, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared R. WAYNE WINKLER, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared PARETTA D. MUDD, COUNCILWOMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilwoman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared C. KEITH BACK, COUNCILMAN OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, CHARLES COUNTY, to wit:

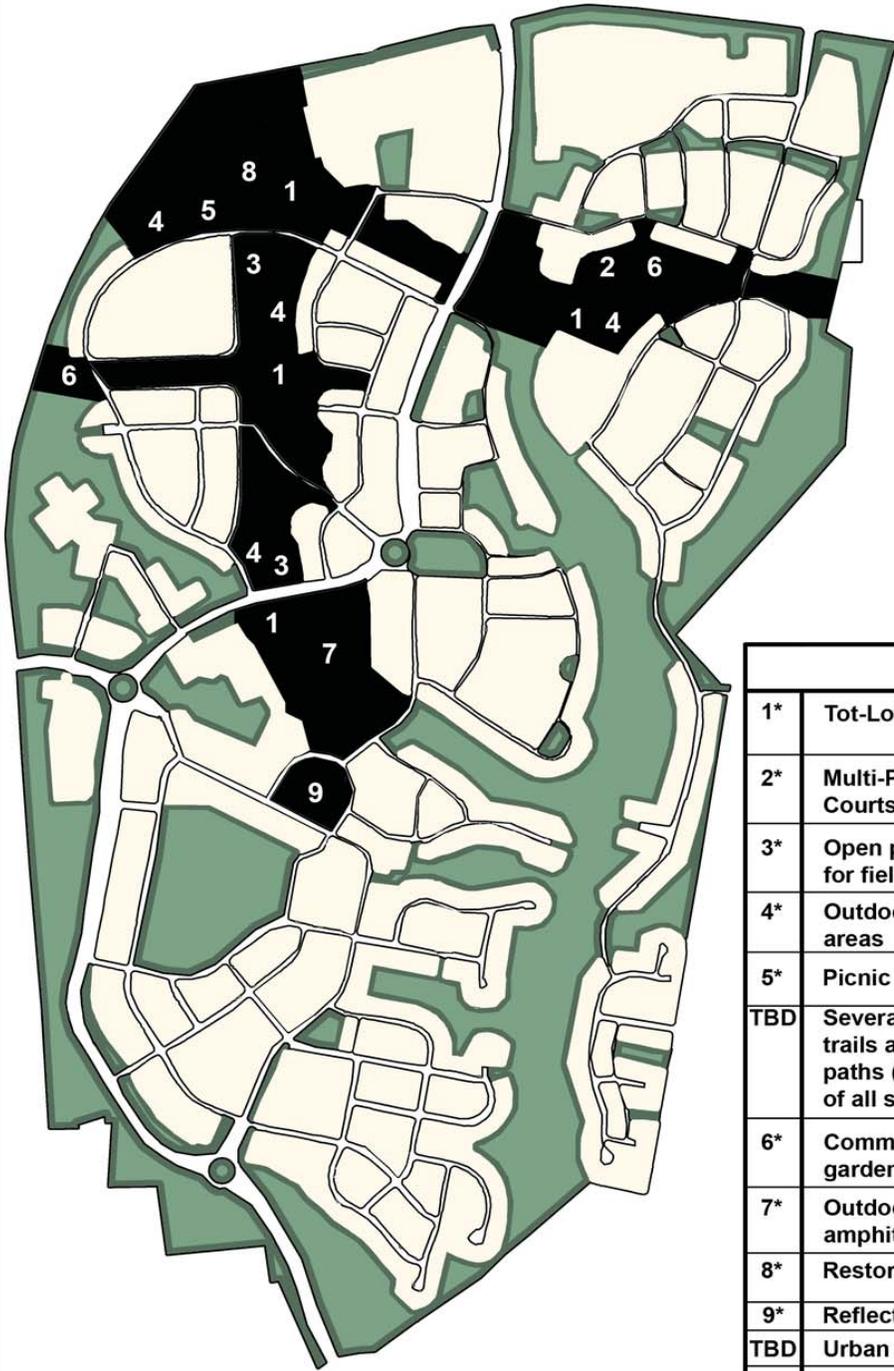
I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____, 2013, appeared DANIEL J. MEARS, TOWN MANAGER OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Second Amendment to Annexation Agreement, and said person acknowledged the within Second Amendment to Annexation Agreement to be said person's act as TOWN MANAGER for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

EXHIBIT 1

CENTRAL PARK ELEMENT



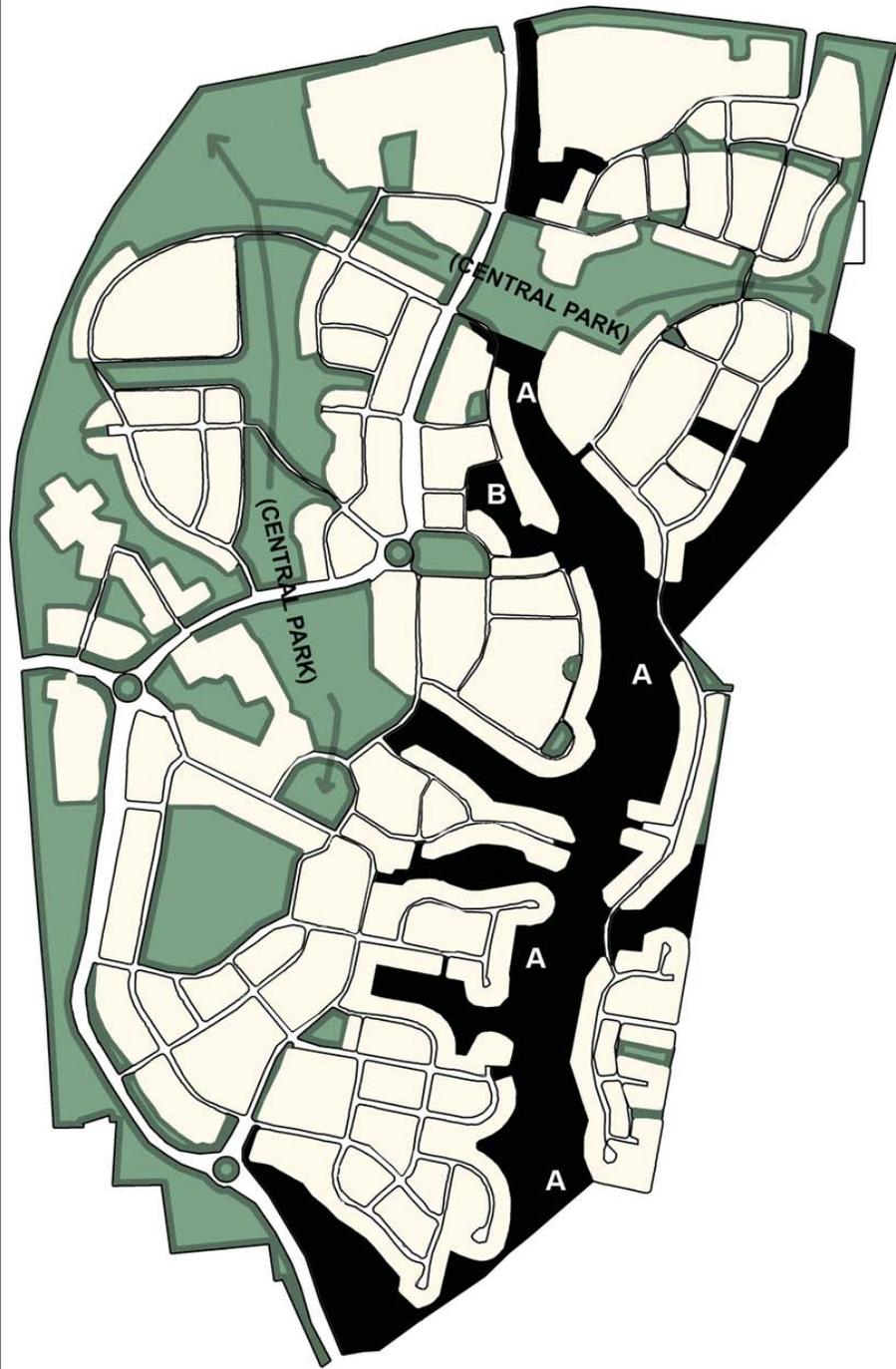
LEGEND	
	Approximate Central Park areas
	Approximate developed areas
	Approximate park areas

Sub Elements		
1*	Tot-Lots	Proposed amenity program
2*	Multi-Purpose Courts	Proposed amenity program
3*	Open play fields for field games	Proposed amenity program
4*	Outdoor picnic areas	Proposed amenity program
5*	Picnic Pavilion	Proposed amenity program
TBD	Several miles of trails and hiking paths (exclusive of all sidewalks)	Proposed amenity program
6*	Community garden areas	Proposed amenity program
7*	Outdoor amphitheater	Proposed amenity program
8*	Restored ponds	Proposed amenity program
9*	Reflecting pond	Proposed amenity program
TBD	Urban fountains	Proposed amenity program
TBD	Meadows	Proposed amenity program

*denotes possible location of item

EXHIBIT 2

ECO-PARK ELEMENT 2



LEGEND	
	Approximate Eco-Park
	Approximate developed areas
	Approximate park areas
Sub Elements	
TBD	2 1/4 miles of trails and paths, with footbridges, interpretive signs, and exercise stations.
A*	Outdoor picnic areas
B*	Restored pond combined with SWM needs
TBD	Restored wetland habitat
TBD	Meadows

*denotes possible location of sub element



EXHIBIT 3

EXPANDED TRAIL NETWORK ELEMENT 3



LEGEND	
	Clark's Run Trail (Proposed amenity program)
	Connecting Network (Proposed amenity program)



EXHIBIT 4

TOWN RECREATION SITE ELEMENT 4



LEGEND	
	Possible recreation building site location (Proposed amenity program)

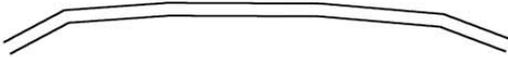
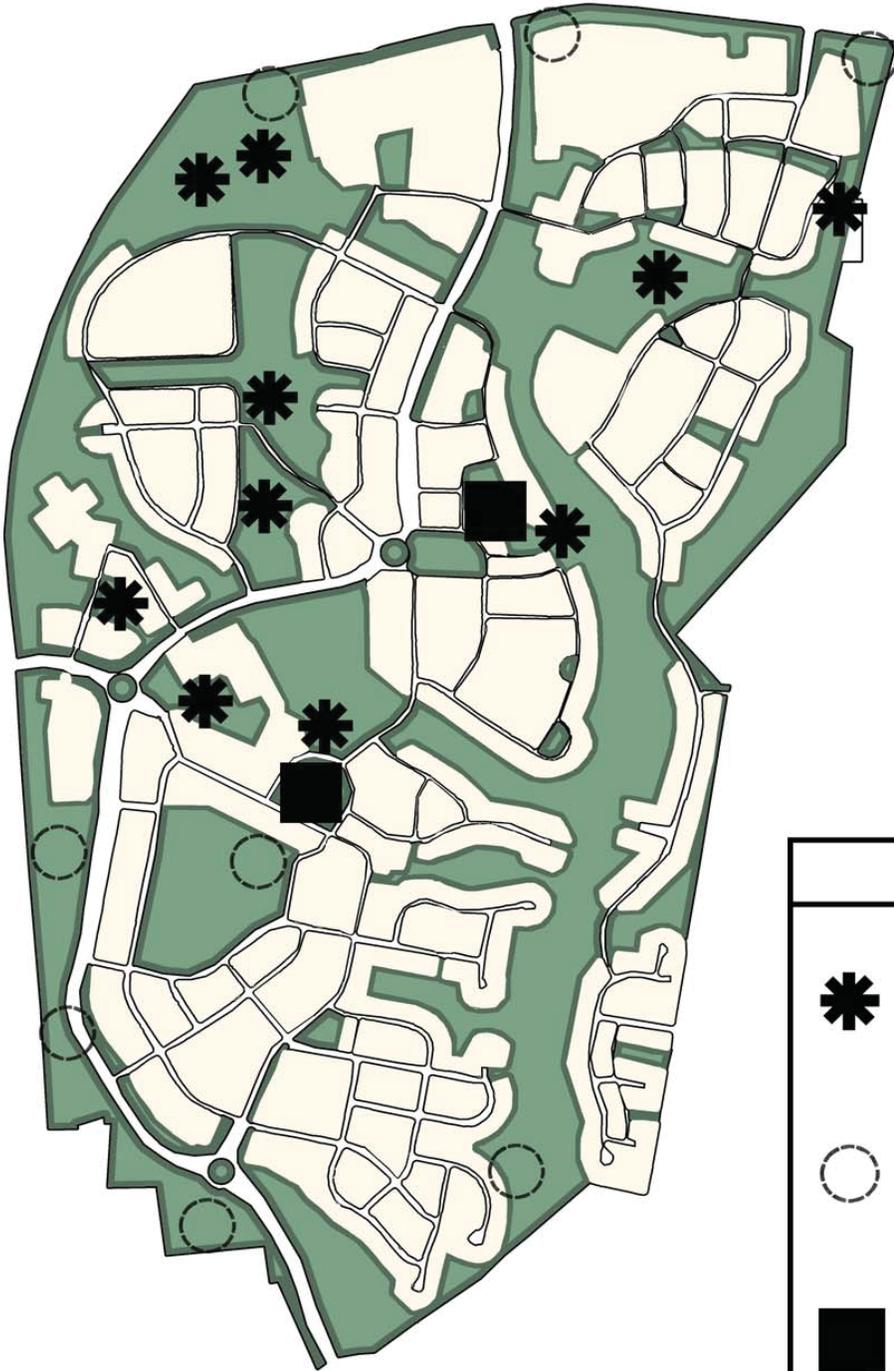


EXHIBIT 5

AMENITY POND ELEMENT 5



LEGEND	
	Possible locations of joint amenity and stormwater management ponds (Number to be determined) (Proposed amenity program)
	Possible locations of stormwater management ponds. (Number to be determined)
	Possible locations of amenity ponds. (Number to be determined) (Proposed amenity program)

EXHIBIT 6

IMPACTED AREA FOR AMENDED MSDP

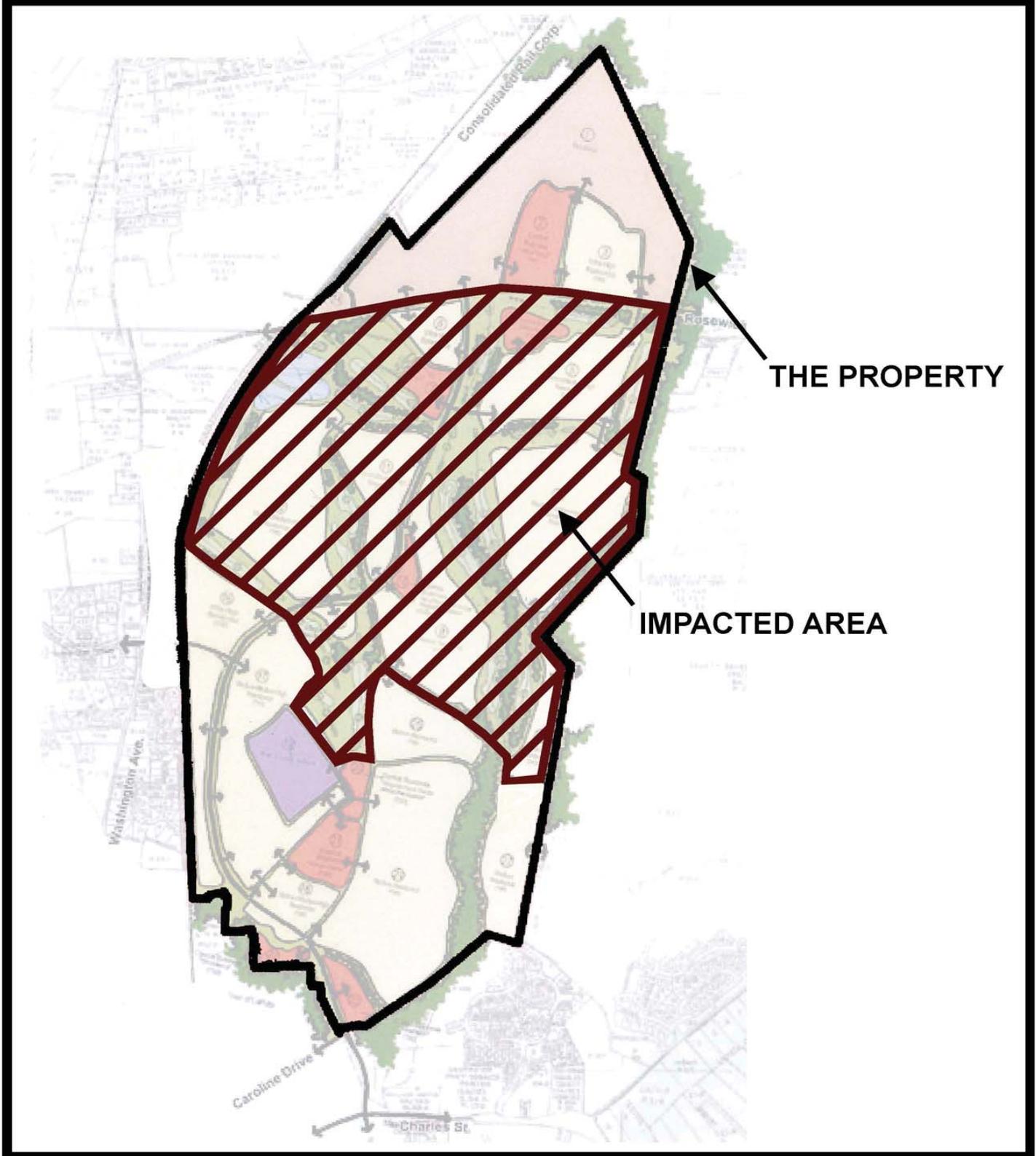
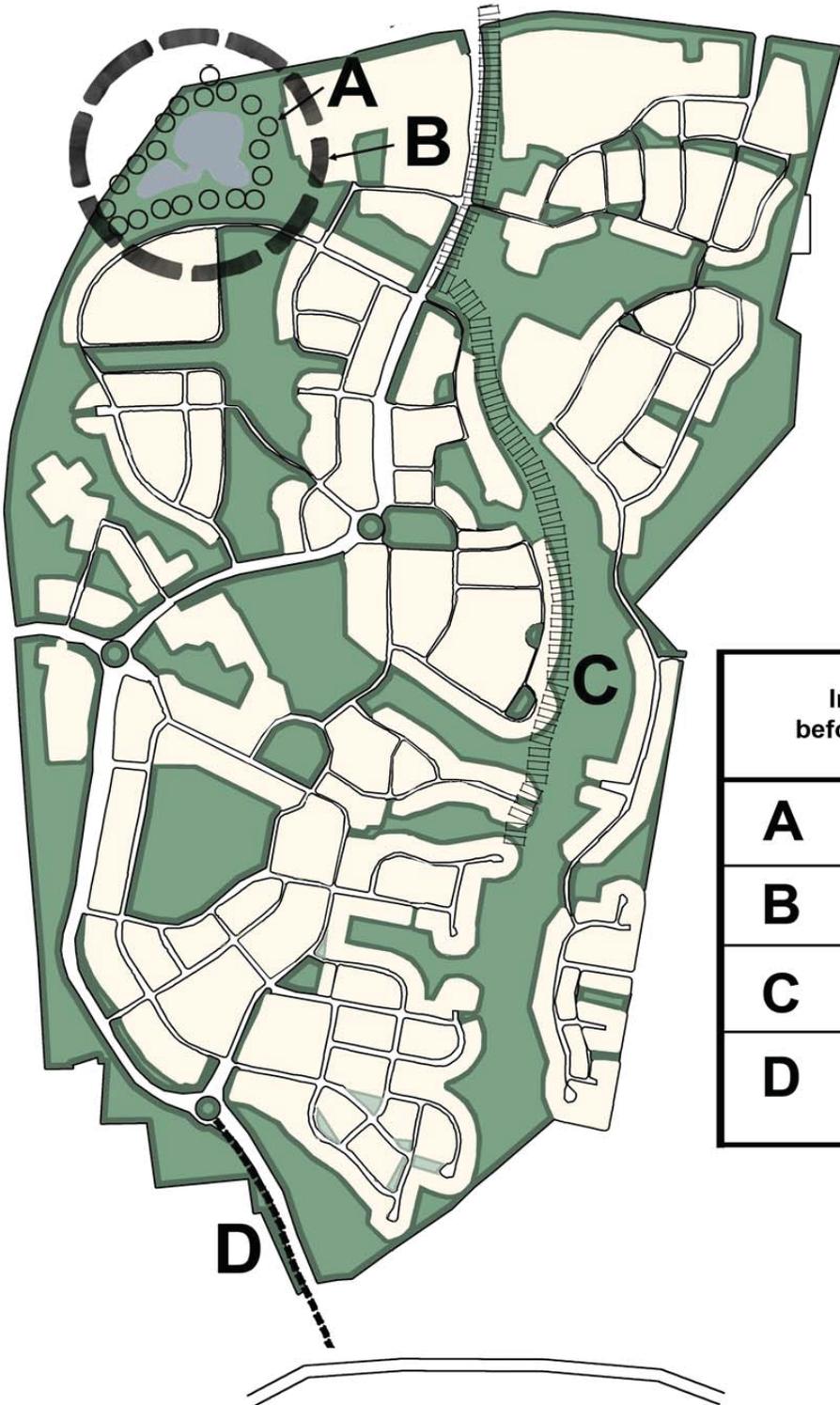


EXHIBIT 7

INITIAL AND EARLY PARK SYSTEM ELEMENTS AND RECREATION FACILITIES



LEGEND

Initial Elements - To be built before the first home occupancy:

A	Lake Loop Trail (0.50 miles) (Proposed amenity program)
B	Community Park (20 acres) (Proposed amenity program)
C	Clark's Run Trail (1.50 miles) (Proposed amenity program)
D	Linear Park Trail, Phase 1 (0.25 miles) (Proposed amenity program)

Petition for Amendment to Annexation Agreement - Heritage Green Development
Staff Worksheet - Legislative Schedule

<u>Complete</u>	<u>Date</u>		<u>Description</u>
X	10/16/2012	Town Clerk	Petition copies delivered to Town Council via agenda packet.
	10/18/2012	Town Council	Work session to review Annexation Agreement amendment.
	10/23/2012	Town Council	Introduction Resolution No. 12-5, 7:00 p.m.
	10/24/2012	Town Clerk	Notice of Town Council Public Hearing sent to paper (4 week intervals)
	10/24/2012	Town Clerk	<u>Send copy of public notice and copy of Resolution to:</u>
			Charles County Commissioners 200 Baltimore Street P.O. Box 2150 La Plata, Maryland 20646 (301)645-0550
			Charles County Department of Planning and Growth Management, Peter Aluotto, Director P.O. Box 2150, La Plata, Maryland 20646
			Maryland Department of Planning, Michael Paone, 80 Calvert Street, Room 411, Annapolis, Maryland 21401
	11/2/2012	Maryland Independent	First hearing notice in paper.
	11/9/2012	Maryland Independent	Second hearing notice in paper.
	11/9/2012	Petitioner	Petitioner mails and certifies that a summary of the petition, including public hear date has been mailed to contiguous property owners and adjacent property owners 30 days prior to hearing. (30 days 11/11/12)
	11/9/2012	Petitioner	Petitioner posts the property and certifies that the property has been posted. Sign(s) to be provided by Town.
	11/16/2012	Maryland Independent	Third hearing notice in paper.
	11/23/2012	Maryland Independent	Final hearing notice in paper, 18 days prior to hearing.
	12/11/2012	Town Council	Special meeting for public hearing, 7:00 p.m. Comment period to be held open until 12 noon, December 17, 2012.
	12/17/2012	Town Council	Close of public hearing record, 12 noon
	12/18/2012	Town Council	Work session for review of public comments and consideration of adoption at rescheduled business meeting, from December 25, 2012.
	2/2/2013		Effective date 45 days after adoption.

Petition for Amendment to Annexation Agreement - Heritage Green Development
Staff Worksheet - Legislative Schedule

<u>Complete</u>	<u>Date</u>		<u>Description</u>
		Town Clerk	Immediately following the effective date, register the boundaries and resolution. Mail (1) a copy of the Annexation Reslution (2) the date of the referendum election, if any (3) the number of votes cast for or against the annexation (Council or referendum) (4) the effective date of the annexation to: (1) Clerk of the Circuit Court (2) Dept. of Legislative Services (3) CC Supervisors of Elections (4) Charles County Planning & Growth Management
		Town Clerk	Record the Annexation Agreement in the Land Records of Charles County.



Proclamation



of the Council of the
Town of La Plata, Maryland

Municipal Government Works Month November 2012

WHEREAS, the Town of La Plata was incorporated in 1888; and

WHEREAS, Maryland is home to 157 municipalities; and

WHEREAS, municipal government represents the most responsive level of government, allowing citizens to have direct access to elected officials; and

WHEREAS, in an effort to educate citizens about municipal government and the importance of their participation, the Town of La Plata is proud to promote municipal government awareness; and

WHEREAS, municipalities have enhanced the quality of life for their respective residents by maintaining natural and historic sites and structures and helping to make Maryland a great place to live, work, play and explore;

NOW, THEREFORE, WE, THE COUNCIL OF THE TOWN OF LA PLATA do hereby join the Maryland Municipal League in proclaiming November as ***MUNICIPAL GOVERNMENT WORKS MONTH*** in the Town of La Plata, Maryland, and do commend this observance to all of our citizens.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Mayor Roy G. Hale

Councilman R. Wayne Winkler

Councilman C. Keith Back

Councilwoman Paretta D. Mudd

ATTEST:

Danielle Mandley, CMC, Town Clerk

Date: _____

Councilman Joseph W. Norris