

COUNCIL OF THE TOWN OF LA PLATA
Resolution No. 10-13

Introduced by: Mayor Roy G. Hale
Date Introduced: July 27, 2010
Planning Commission Public Hearing: [not required]
Town Council Public Hearing: August 31, 2010
Amendments Adopted:
Date Adopted: October 12, 2010
Date Effective: November 26, 2010

1 A RESOLUTION concerning

2
3 **Approval of Annexation Agreement**

4
5 **FOR** the purpose of approving and authorizing the execution of a certain Annexation
6 Agreement between the Town of La Plata, Johel Limited Partnership, FCD-Development,
7 LLC, and others in connection with the annexation of 14.11 acres, more or less, of land
8 into the corporate limits of the Town of La Plata; which may include certain amendments
9 to that certain Existing Annexation Agreement, dated June 13, 2006, by and between the
10 Town and Faison-Rosewick LLC., et. al.; and all matters relating to the Annexation
11 Agreement and amendment of the Existing Annexation Agreement.

12
13 * * * * *

14
15 **EXPLANATORY STATEMENT:** The Town of La Plata has received a written
16 Petition for Annexation, and written Supplements to that Petition from Johel Limited Partnership
17 and FCD-Development, LLC, to extend the boundaries of the Town by annexing 14.11 acres of
18 land, more or less, as described in the Petition for Annexation and attached to this Resolution as
19 Exhibit A. The Council of the Town of La Plata, the Petitioners and others desire to enter into an
20 Annexation Agreement to set forth terms and conditions under which the Town will annex the
21 subject Property into the Town.

22
23 Now, therefore,

24
25 **SECTION I: BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
26 **LA PLATA,** that it hereby approves the Annexation Agreement as embodied in the form of
27 Annexation Agreement attached to this Resolution as Exhibit B, and authorizes the execution
28 thereof on behalf of the Town.
29

30

ADOPTED this 12 day of October, 2010.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

[Signature]
Roy G. Hale, Mayor

[Signature]
R. Wayne Winkler, Councilman

[Signature]
C. Keith Back, Councilman

ATTEST:

[Signature]
Paretta D. Mudd, Councilwoman

[Signature]
Danielle Mandley, Town Clerk
Date: 10/12/10

[Signature]
Joseph W. Norris, Councilman

BEFORE THE TOWN COUNCIL OF LA PLATA MARYLAND
IN THE MATTER OF THE PETITION OF

Johel Limited Partnership, *
a Maryland limited partnership *
Post Office Box 2930 *
La Plata, Maryland 20646 *

And *

FCD-Development, LLC, a North *
Carolina limited liability company *
7920 Norfolk Avenue, Suite 800 *
Bethesda, Maryland 20814 *

Docket # _____
(if applicable)

For the Annexation of 14.1132 acres, *
more or less, Sixth Election District, *
Charles County, Maryland, and for *
Amendment of Annexation Agreement *
dated June 13, 2006 *

PETITION FOR ANNEXATION AND FOR
AMENDMENT OF ANNEXATION AGREEMENT

COMES NOW, the Petitioners, Johel Limited Partnership, a Maryland limited partnership ("Johel"), and FCD-Development, LLC, a North Carolina limited liability company ("Faison"), by and through their undersigned Counsel, pursuant to the provisions of Article 23A, Section 19, of the Annotated Code of Maryland, and hereby respectfully petition the Town Council of the Town of La Plata to change the corporate boundaries of the Town of La Plata by annexing the hereinafter described parcels of land into the corporate boundaries of the Town of La Plata, and to amend a certain Annexation Agreement dated June 13, 2006, made by and between the Town and certain land owners, including successors to Faison, as more particularly described below, and in support of this Petition hereby state as follows:

1. That by deed dated June 12, 2003, recorded among the Land Records of Charles County, Maryland, in Liber 4143, at Folio 440, the Petitioner, Johel, acquired fee simple title to a tract of land containing 10.0022 acres, more or less, lying and being in the Sixth Election District of Charles County, Maryland, the easterly and northerly boundaries of which are contiguous with the existing corporate boundaries of the Town of La Plata. The parcel owned by Johel (hereinafter, the "Johel Parcel") is shown and depicted on Charles County Tax Map 33, Grid 2, as Parcel 492, and is assessed for real estate tax purposes under tax account number 06-183794. As of the date of this Petition, Faison is the contract purchaser of the Johel Parcel pursuant to an agreement with Johel.

2. That there is attached hereto and made a part hereof as Exhibit A, a copy of the aforesaid deed to Johel. The attached Exhibit A contains a metes and bounds description of the Johel Parcel, sought to be annexed herein. In addition, attached hereto and made a part hereof as Exhibit B, is a metes and bounds description of Johel Parcel, as prepared by Loiderman Soltesz Associates, Inc., engineers, which is depicted on the drawing prepared by Loiderman Soltesz Associates, Inc., attached hereto and made a part hereof as Exhibit B-1.

3. That, in connection with the annexation of the Johel Parcel, the Petitioners also request that the Town annex into the Town boundaries, a portion of the road right of way area of the public roadway known as U.S. Route 301, Crain Highway, containing 4.1110 acres, more or less. The public roadway area of U.S. Route 301 sought to be annexed hereunder is owned in fee simple by the State of Maryland, and is depicted on State Highway Administration Plat Number 5215.

4. That there is attached hereto and made a part hereof as Exhibit C, a reduced copy of the State Highway Administration Plat Number 5215 for the roadbed area of U.S. Route 301, Crain Highway. In addition, attached hereto and made a part hereof as Exhibit D, is a metes and bounds description of the said U.S. Route 301, Crain Highway, roadway area sought to be annexed hereunder, as prepared by Loiderman Soltesz Associates, Inc., engineers.

5. That there is attached hereto and made a part hereof as Exhibit E, a metes and bounds description of the entire outline of the Johel Parcel and the land area of Crain Highway sought to be annexed into the La Plata Town boundaries in this Petition, as prepared by Loiderman Soltesz Associates, Inc., engineers. The entire area of said Johel Parcel and Crain Highway sought to be annexed herein contains in total 14.1132 acres, more or less; and is bounded on the south by property now or formerly owned by Harry Hemsley (Map 33, Parcel 29), and by the continuation of Crain Highway, located in Charles County, Maryland, outside of the Town boundaries of the Town of La Plata; is bounded on the west by land now or formerly owned by 9385 W&W Industrial Road, LLC (Map 33, Parcel 73), by land now or formerly owned by Carolyn Wolford, Trustee (Map 33, Parcel 432), and the public roadway known as Industrial Parkway Road, all of which are located within Charles County, outside of the Town boundaries of the Town of La Plata; is bounded on the north by the Jennings Parcel (hereinafter defined), now owned by Faison (Map 33, Parcel 2), located within the Town boundaries of the Town of La Plata, and by the continuation of Crain Highway, located in Charles County, Maryland, outside of the Town boundaries of the Town of La Plata; and is bounded on the east by the Jennings Parcel, now owned by Faison (Map 33, Parcel 2), located within the Town boundaries of the Town of La Plata; the subject property which the Petitioners seek annexation for hereunder being adjacent to the Town boundaries of the Town of La Plata on the north and east boundary line of the subject property.

6. That the Petitioner, Johel, is the sole owner of the Johel Parcel described and sought to be annexed herein, and the State of Maryland is the sole owner of the right of way area of Crain Highway sought to be annexed hereunder.

7. That no parties reside on the Johel Parcel or on the Crain Highway right of way area sought to be annexed herein. The Johel Parcel is now used for commercial purposes, improved and operated as Mitchell Supply Company, a building supply and materials store. No registered voters reside on any of the land sought to be annexed in this Petition.

8. That no other party resides on or owns any of the parcels described herein who would be required to join in this Petition.

9. That the Johel Parcel is zoned Community Commercial (CC) under the Charles County Zoning Ordinance, and is currently improved with commercial improvements for a building supply and materials store operated as Mitchell Supply.

10. The Petitioners request the Johel Parcel be zoned Commercial Highway (CH) under the Zoning Ordinance of the Town of La Plata following the annexation of the said property into the corporate limits of the Town of La Plata. The Community Commercial (CC) Zone within the Charles County Zoning Ordinance and the Commercial Highway (CH) Zone within the Town of La Plata Zoning Ordinance are similar in land uses permitted thereunder, as to allow the Town to re-zone the Johel Parcel pursuant to this Petition as Commercial Highway (CH) without the need for permission or authorization from or by the County Commissioners of Charles County, Maryland. Moreover, because of the similarity in the land uses permitted by the Community Commercial (CC) Zone under the Charles County Zoning Ordinance and the Commercial Highway (CH) Zone under the Town of La Plata Zoning Ordinance, the placement of the Johel Parcel within the Commercial Highway (CH) Zone as requested in this Petition would be consistent with the Charles County Comprehensive Land Use Plan.

11. That there are no existing public facilities located on the Johel Parcel. That there are no proposed additional public facilities or services to be located on the Johel Parcel following the granting of the annexation herein. Following annexation, the Petitioners will, as and when they determine, connect the improvements now or hereafter existing on the Johel Parcel to public water and sewer facilities of the Town of La Plata, such connection to be in accordance with ordinances of the Town and permits issued by the Town. The public roadway known as Crain Highway exists as a public facility on the public right of way area owned by the State of Maryland sought to be included in this Petition. It is not anticipated that any other public facilities would be constructed on the State of Maryland right of way area as a result of this Petition.

12. That the potential property tax revenues to the Town of La Plata from the Johel Parcel in its current state is expected to be fairly significant because the Johel Parcel is currently improved and used for commercial purposes. That following the approval of the requested annexation, if the Johel Parcel is developed as permitted by the CH zoning, the additional property tax revenue to the Town of La Plata will be more substantial. The roadbed area of Crain Highway sought to be annexed herein would be exempt from real estate tax payments to the Town.

13. That a map displaying the present and proposed boundaries of the Town of La Plata, and the general land use patterns of the parcels described herein, is attached to and made a part of the Annexation Report, which is Exhibit F hereto.

14. That the parcels which are the subject of this Annexation Petition do not contain any distinguishing environmental characteristics or other unique characteristics which would be adversely affected by the subject Annexation.

15. That a property tax map depicting the subject parcels and the surrounding lands is attached and made a part of the Annexation Report, which is Exhibit F hereto.

16. That attached hereto and made a part hereof as Exhibit F is an Annexation Report for the Johel Parcel, prepared by Loiderman Soltesz Associates, Inc., engineers. The Annexation Report contains a detailed analysis of the proposed annexation, including planning, project and public facilities analysis.

17. That the Petitioners respectfully request that the parcels of land described herein be annexed into the Town of La Plata, to be within the corporate limits of the Town of La Plata boundaries as requested in this Petition; that, as a result of this Annexation, the Johel Parcel included within this Petition be zoned Commercial Highway (CH) under the Town of La Plata Zoning Ordinance; and that the Petitioners be granted such other and further relief as may be just and proper under the circumstances.

18. That Faison is the successor to Rosewick Limited Partnership, Helen K. Jennings and FCD-Development, LLC, under that certain Annexation Agreement made by and between the Town of La Plata and those parties, among others, dated June 13, 2006, as recorded among the Land Records of Charles County, Maryland, in Liber 6034, at Folio 554 (the "Existing Annexation Agreement"). The Existing Annexation Agreement describes part of the land to which it is subject as the "Jennings Parcel". Faison is the fee simple owner of the Jennings Parcel. In addition, as stated above, Faison is the contract purchaser of the Johel Parcel. If this Annexation Petition is granted by the Town, Faison intends to combine the Johel Parcel and the Jennings Parcel into one integrated commercial development to contain a mix of retail uses and office uses, as conceptually depicted in the Annexation Report, and its attachment, and in the "La Plata Crossing" Commercial Highway District design guideline analysis, attached hereto and made a part hereof as Exhibit G. In connection with the said project, and as part of this Petition, Faison hereby requests and petitions the Town to modify and amend the Existing Annexation Agreement as follows:

(a) That Section 3 a. iv. restricting uses on the Jennings Parcel for a period of five (5) years following the effectiveness of the annexation in the Existing Annexation Agreement to "uses permitted in the Charles County Zoning Ordinance Business Park (BP) zoning district", be removed from the Existing Annexation Agreement. Faison acknowledges that the granting of this relief may be contingent upon the approval of the County Commissioners of Charles County, Maryland, and Faison will petition to the County to obtain its consent to the amendment of the Existing Annexation Agreement to remove this restriction.

(b) That, as to the Jennings Parcel, Section 3 b. viii. be modified to replace the requirement that the Jennings Parcel be developed in accordance with the "Rosewick Crossing Preliminary Conceptual Development Plan 2005", as referred to in the Existing Annexation Agreement. Rather, Faison requests that the Jennings Parcel be permitted to be developed as a parcel of land combined with the Johel Parcel as described in this Petition, and as further depicted on the preliminary conceptual development plans for La Plata Crossing, set forth in the Exhibits to this Petition. The attached conceptual development plans for La Plata Crossing will provide for the development of the Johel Parcel and the Jennings Parcel in a manner which is harmonious with the "Rosewick Parcel" (as defined in the Existing Annexation Agreement), as contemplated by the Existing Annexation Agreement.

(c) That, upon the approval of this Petition by the Town, the Existing Annexation Agreement be revised as may be necessary and/or appropriate in connection with the proceedings before the Town regarding this Petition, to incorporate the amendments set forth above. In connection with the incorporation of the Johel Parcel into the Existing Annexation Agreement, Faison agrees that, except as expressly set forth in this Petition and the proceedings held under this Petition, Faison will develop and use the Johel Parcel in accordance with the Existing Annexation Agreement, including, but not limited to, landscaping requirements, design standards, maintenance of common areas, incorporation into a business association, and other such requirements. The addition of the Johel Parcel to the harmonious development of the Jennings Parcel and the Rosewick Parcel will be consistent with the Existing Annexation Agreement and will add only a deminimus impact as a result of the additional ten (10) acre Johel Parcel on the public facilities of the Town.

19. That there is attached hereto and made a part hereof as Exhibit H, a Traffic Impact Analysis, prepared by Lenhart Traffic Consulting, Inc., indicating the impact of this proposed Annexation and the proposed amendment to the Existing Annexation Agreement on the roadways surrounding the Johel Parcel and the Jennings Parcel.

20. That the Annexation Report attached hereto as Exhibit F, analyzes the impact of the annexation of the Johel Parcel on other public facilities of the Town, including, but not limited to, public water and sewer facilities. Further, attached hereto and made a part hereof as Exhibit I, is a Water and Sewer Study, prepared by McCrone, Inc. The water and sewer study analyzes the impact of this Petition on the water and sewer facilities of the Town, and demonstrates that adequate capacity in the Town's system exists to accommodate the annexation of the Johel Parcel.

21. That the Petitioners shall send the appropriate notices of the public hearings for this Annexation Petition to each contiguous landowner within the time required by applicable law.

22. That the Petitioners will duly post in a conspicuous place notice of the public hearings to be held for this Annexation Petition within the time required by applicable law.

WHEREFORE, the Petitioners respectfully request that the presiding officer of the Town of La Plata Town Council introduce a Resolution proposing the change of the corporate boundaries of the Town of La Plata, and proposing an amendment to the Existing Annexation Agreement, as requested by this Petition.

Respectfully submitted,

PETITIONERS:

Johel Limited Partnership,
a Maryland limited partnership

By: *Cherry M. Stackhouse*
Name: Cherry M. Stackhouse
Title: General Partner

FCD-Development, LLC
a North Carolina limited liability company

By: *Stephen J. Wenderoth*
Name: STEPHEN J. WENDEROTH
Title: DIRECTOR OF RETAIL DEVELOPMENT

Stephen H. Scott, Esq., Attorney for Petitioners
Chapman, Bowling & Scott, P.A.
Post Office Box 610
La Plata, Maryland 20646
301-870-5355

Dated: March 12, 2008

Agt's : Petition for Annexation and for Amendment of Annexation Agt (Johel - Faison)

EXHIBIT A

Copy of current deed for Johel Parcel

EXHIBIT

"A"

LIBER 4 1 4 3 FOLIO 4 4 0

STATE OF MARYLAND
COUNTY OF CHARLES

SPECIAL WARRANTY DEED

Know All Men By These Presents, that Builders FirstSource - Atlantic Group, Inc., a Delaware corporation, which was formerly known as Builders' Supply and Lumber Co., Inc., (a copy of which name change is attached hereto as Exhibit A), hereinafter referred to as Grantor, in the State aforesaid, for and in consideration of the sum of two million eight hundred thousand dollars and no/00 (\$2,800,000.00) paid by JOHEL Limited Partnership, a Maryland limited partnership, hereinafter referred to as Grantee, in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee and its heirs and assigns, forever, the following described real property to-wit:

BEING known and designated as Parcel "A" as shown on a plat entitled "Parcel "A" PANGUIAH" recorded among the Plat Records of Charles County, Maryland in Liber No. 38, folio 104.

BEGINNING for the same at a iron pipe found on eastern right of way of U.S. Route 301, Crain Highway, 150' right of way, State Roads Plat No. 5215. Said point being the northwest corner of said parcel. Thence from said point of beginning and leaving said right of way

1. North 80 degrees 39 minutes 05 seconds East for a distance of 754.00 feet to an iron pipe found; thence
2. South 09 degrees 20 minutes 55 seconds East for a distance of 539.57 feet to an iron pipe found; thence
3. South 80 degrees 39 minutes 05 seconds West for a distance of 860.62 feet to an iron pipe found on the eastern right of way of the aforesaid U.S. 301; thence binding on said right of way
4. North 01 degrees 49 minutes 45 seconds East for a distance of 550.00 feet to the point of beginning.

Containing approximately 435,599 square feet or 10.0000 acres of land.

This is the same property conveyed to Builders' Supply & Lumber Co., Inc. by virtue of Deed from Builders' Supply & Lumber Company, Inc., dated March 20, 1998 and recorded among the Land Records of Charles County in Liber No. 2533 folio 269.

Subject to:	1. Taxes;		
	2. Easements;		
	3. Covenants, restrictions and other matters of record;		
	4. All legal highways and rights-of-way;	LSIP SURCHG	28.00
	5. Ditches and drains, and rights therein;	RECORDING FEE	28.00
	6. Zoning ordinances;	IR TAX STATE	14,800.00
	7. Utilities agreements; and	TOTAL	14,856.00
	8. Matters disclosed by a current survey.	Rest CHGS	Acct # 92827
		RD	BLD # 7.5
		Jan 17, 2003	03:28 PM

Grantees' Address: P.O. Box 2930
La Plata, Maryland 20646

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantees and their respective Heirs and Assigns forever.

20
20
14000

Legal Department Atlantic Group 2nd Floor, LaFayette Blvd 04101 Arc

LIBER 4143 VOL 10441

And Grantor covenants with Grantees that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

WITNESS the Hand of Donald F. McAlcenan, Senior Vice President of Grantor, and Grantor's seal this 12th day of June, 2003.

BUILDERS FIRSTSOURCE -
ATLANTIC GROUP, INC.
(FORMERLY KNOWN AS BUILDERS' SUPPLY
AND LUMBER CO., INC.)

By: Donald F. McAlcenan
Donald F. McAlcenan
Senior Vice President

Signed and Delivered:

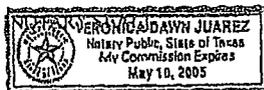
Jeffrey A. Wier
Jeffrey A. Wier, Assistant Secretary

APPROVED FOR TRANSFER
Office of the Treasurer
for Charles County
Per SS Date: 06/17/03
Taxes levied and on
record are paid.
Recording Tax: \$28,000.00

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

PERSONALLY appeared before me Jeffrey A. Wier, the Assistant Secretary of Builders FirstSource - Atlantic Group, Inc. and made oath that he saw the withinnamed Donald F. McAlcenan, Senior Vice President of Grantor sign and, as its act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he witnessed the execution thereof.

SWORN to before me this 12th day of June, 2003.

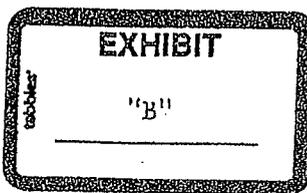


Veronica Dawn Juarez
Veronica Dawn Juarez
Notary Public

My Commission expires: May 10, 2005

EXHIBIT B

Metes and bounds description of the Johel Parcel,
prepared by Loiderman Soltesz Associates, Inc.



February 22, 2008
Description of
PARCEL 'A'
PANGUIAH
Plat Book 38, Plat No. 104
Being a proposed area for
Annexation into the
Town of LaPlata, Maryland
Property of
JOHEL LIMITED PARTNERSHIP
Liber 4143 Folio 440
Tax Map 33 Parcel 492
6th Election District
Charles County, Maryland

BEING a parcel of land hereinafter described, said parcel of land being shown on a Plat of Subdivision entitled "Parcel 'A', PANGUIAH" as in Plat Book 38 as Plat No. 104, said parcel of land having been acquired by Johel Limited Partnership from Builders FirstSource – Atlantic Group, Inc., by deed dated June 12, 2003 as recorded in Liber 4143 at Folio 440, Parcel 492, all among the Land Records of Charles County, Maryland, said parcel of land being a proposed area for Annexation in the Town of LaPlata, Maryland as hereinafter described;

BEGINNING for the said Parcel 'A' at a point on the easterly Right of Way line of Maryland Route 301, said point lying 75.00 feet easterly of and at right angle to Base Line of Right of Way Station 766+59.39 as shown on S.R.C. Right of Way Plat No. 5214 and the common corner of the property of Harry Hemsley, Liber 52, Folio 322, Parcel 29, thence running with said easterly Right of Way line of Maryland Route 301 and with the existing outline of said Parcel 'A' as described for Annexation;

1. North 06°02'35" West, 550.07 feet to a point 75.00 feet easterly of and at right angle to Baseline of Right of Way Station 772+09.46 as shown on S.R.C. Right of Way Plat No. 5215, said point also being the common corner of said Parcel 'A', PANGUIAH, and the common corner of the property of Faison-Rosewick, LLC, Liber 5965 Folio 653, Parcel 2, thence running with the common division line between the property of said owners;
2. North 72°46'40" East, 754.14 feet to a point, thence;
3. South 17°14'10" East, 539.46 feet to a point on the common division line between the property of said Parcel 'A', PANGUIAH, and the property of Harry Hemsley, Liber 32 Folio 322, Parcel 29, thence running with the common division line between said owners;
4. South 72°45'58" West, 860.73 feet to the point of beginning.

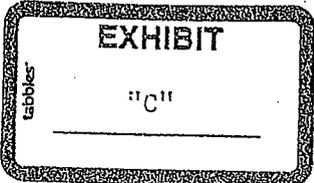
CONTAINING 435,695 square feet or 10.0022 acres of land.

EXHIBIT B-1

Drawing of Johel Parcel,
prepared by Loiderman Soltesz Associates, Inc.

EXHIBIT C

Reduced copy of the State Highway Administration
Plat Number 5215 for roadbed area of
U.S. Route 301, Crain Highway



THE STATE OF MARYLAND, ss. I, the Clerk of the said State, do hereby certify that the within and foregoing plat of the proposed road, as shown on the map of the said State, is a true and correct copy of the original plat as the same appears on file in the office of the said Clerk, and that the same has been duly recorded in the office of the said Clerk, and that the same is now a part of the public records of the said State.

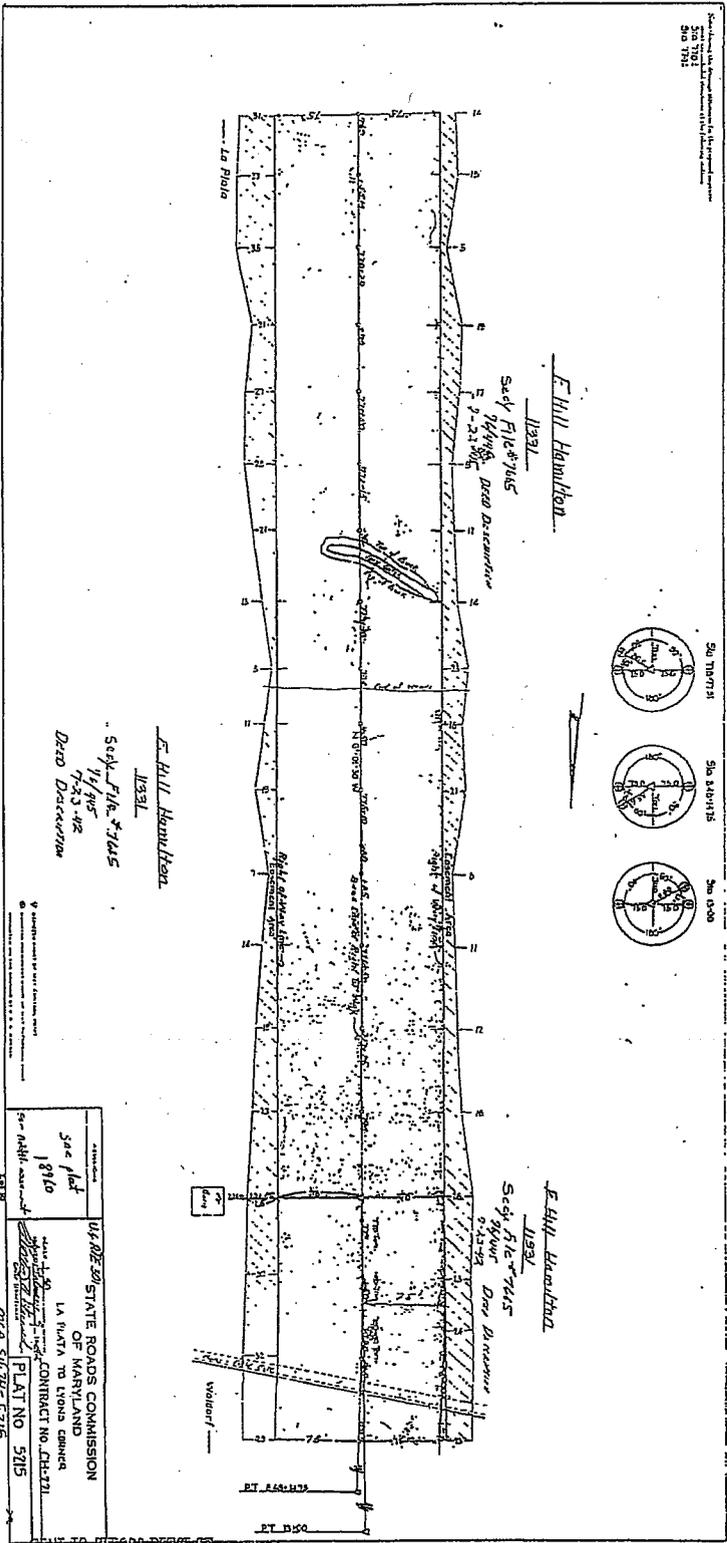
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said State, at Annapolis, this 14th day of August, 1910.

STATE OF MARYLAND, ss. I, the Clerk of the said State, do hereby certify that the within and foregoing plat of the proposed road, as shown on the map of the said State, is a true and correct copy of the original plat as the same appears on file in the office of the said Clerk, and that the same has been duly recorded in the office of the said Clerk, and that the same is now a part of the public records of the said State.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said State, at Annapolis, this 14th day of August, 1910.

STATE OF MARYLAND, ss. I, the Clerk of the said State, do hereby certify that the within and foregoing plat of the proposed road, as shown on the map of the said State, is a true and correct copy of the original plat as the same appears on file in the office of the said Clerk, and that the same has been duly recorded in the office of the said Clerk, and that the same is now a part of the public records of the said State.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said State, at Annapolis, this 14th day of August, 1910.

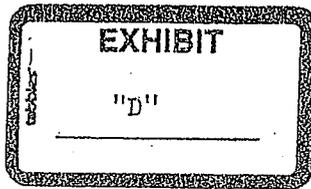


STATE OF MARYLAND
 LA PLATA TO LYONS CHURCH
 CONTRACT NO. CR-171
 PLAT NO. 5215
 1910

SENT TO RECORD OFFICE ON 8/14/10

EXHIBIT D

Metes and bounds description of U.S. Route 301, Crain Highway,
roadway area prepared by Loiderman Soltesz Associates, Inc.



February 22, 2008
Description of part of
MARYLAND ROUTE 301
Being a proposed Area for
Annexation into the
Town of LaPlata, Maryland
Tax Map 33
6th Election District
Charles County, Maryland

BEING a strip or parcel of land for a proposed Annexation into the Town of LaPlata, Maryland lying within the existing 150' Right of Way of Maryland Route 301 as hereinafter described, said strip or parcel of land being shown on S.R.C. Right of Way Plats 5214 and 5215 and being described as follows:

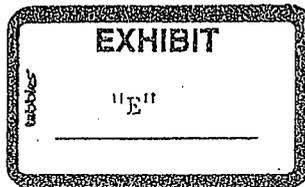
BEGINNING for the strip or parcel of land at a point on the easterly Right of Way line of Maryland Route 301, said point lying 75.00 feet easterly of and at right angle to Base Line of Right of Way Station 766+59.39, thence running with the proposed area for Annexation;

1. South 83°57'25" West, 150.00 feet to a point on the westerly Right of Way line of said Maryland Route 301, thence running with said line;
2. North 06°02'35" West, 1,193.83 feet to a point, said point lying 75' westerly of and at right angle to Base Line of Right of Way station 778+53.22 as shown on S.R.C. Right of Way plat number 5215, thence running;
3. North 83°57'25" East, 150.00 feet to a point on the easterly Right of Way line of Maryland Route 301, thence running with said line;
4. South 06°02'35" East, 1,193.83 feet to the point of beginning.

CONTAINING 179,074 square feet or 4.1110 acres of land.

EXHIBIT E

Metes and bounds description of entire outline
of the Johel Parcel and land area of Crain Highway sought to be annexed,
prepared by Loiderman Soltesz Associates, Inc.



February 22, 2008
Description of
Proposed Area for
Annexation into the
Town of LaPlata, Maryland
Being the property of
JOHEL LIMITED PARTNERSHIP
Liber 4143 Folio 440
Parcel 492
And a portion of
Maryland Route 301
Tax Map 33
6th Election District
Charles County, Maryland

BEING a parcel of land hereinafter described for Annexation into the Town of LaPlata, Maryland, said parcel of land being comprised of all of the lands acquired by Johel Limited Partnership from Builders FirstSource – Atlantic Group, Inc., by deed dated June 12, 2003 as recorded in Liber 4143 at Folio 440, Parcel 492 and a portion of Maryland Route 301 as shown on S.R.C. Right of Way Plats 5214 and 5215, all among the Land Records of Charles County, Maryland, said parcel being described as follows;

BEGINNING for the said parcel of land at a point on the easterly Right of Way line of Maryland Route 301, said point lying 75.00 feet easterly of and at right angle to Base Line of Right of Way Station 766+59.39 as shown on S.R.C. Right of Way Plat No. 5214 and also the property of said Johel Limited Partnership, Liber 4143 Folio 440, Parcel 492 and the common corner of the property of Harry Hemsley, Liber 52, Folio 322, Parcel 29, thence running with the proposed area for Annexation;

1. South 83°57'25" West, 150.00 feet to a point on the westerly Right of Way line of Maryland Route 301, thence running with said westerly Right of Way line;
2. North 06°02'35" West, 1,193.83 feet to a point 75.00 feet westerly of and at right angle to Base Line of Right of Way Station 778+53.22, thence crossing said Right of Way;
3. North 83°57'25" East, 150.00 feet to a point on the easterly Right of Way line of said Maryland Route 301, said point also lying at the of the North 31°28'57" West 60.03 foot line of Rosewick Road as shown on a Plat of Subdivision entitled "Lots 1, 2 & Residue Rosewick Limited Partnership Property" as recorded among the aforesaid Land Records in Plat Book 56 as Plat Number 388, thence running with the easterly Right of Way line of Maryland Route 301;
4. South 06°02'35" East, 643.76 feet to a point at the common corner of the property of Johel Limited Partnership, Liber 4143 Folio 440, Parcel 492 and the property of Faison-Rosewick, LLC, Liber 5965 Folio 653, Parcel 2, said point lying 75.00 feet easterly of and at right angle to Baseline of Right of Way Station 772+09.46 as shown on S.R.C. Right of Way Plat No. 5215, thence running with the common division line between the property of said owners;
5. North 72°46'40" East, 754.14 feet to a point, thence;

Description of
Proposed Area of
Annexation

6. South $17^{\circ}14'10''$ East, 539.46 feet to a point on the common division line between the property of said Johel Limited Partnership, Liber 4143 Folio 440, Parcel 492, and the property of Harry Hemsley, Liber 32 Folio 322, Parcel 29, thence running with the common division line between said owners;

7. South $72^{\circ}45'58''$ West, 860.73 feet to the point of beginning.

CONTAINING 614,770 square feet or 14.1132 acres of land.

S:\10890500\10890501\survey\descrip\Total area of Annexation.doc

**ANNEXATION AGREEMENT AND
AMENDMENT TO EXISTING ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT AND AMENDMENT TO EXISTING ANNEXATION AGREEMENT, hereinafter referred to as this "Agreement", entered into this _____ day of October, 2010, by and between **TOWN OF LA PLATA, a municipal corporation of the State of Maryland** (hereinafter referred to as "the Town"), party of the first part; **JOHEL LIMITED PARTNERSHIP, a Maryland limited partnership** (hereinafter referred to as "Johel"), party of the second part; **FCD-DEVELOPMENT, LLC, a North Carolina limited liability company** (hereinafter referred to as "FCD"), party of the third part; **WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust** (hereinafter referred to as "Wal-Mart"), party of the fourth part; **FAISON-ROSEWICK, LLC, a North Carolina limited liability company** (hereinafter referred to as "Faison-Rosewick"), party of the fifth part; and **EXCEL ROSEWICK, LLC, a Delaware limited liability company** (hereinafter referred to as "Excel"), party of the sixth part.

EXPLANATORY STATEMENT: Johel and FCD have filed or joined in a Petition for Annexation with the Town in accordance with the provisions of Article 23A, Section 19, of the Maryland Annotated Code, which Petition has been supplemented by Johel and FCD (Johel and FCD collectively hereinafter are referred to as "Petitioners"). This Petition requests the Town to annex into the corporate limits of the Town the real property that adjoins and is contiguous to the existing corporate limits of the Town consisting of 14.1132 acres of land, more or less, described on Exhibit A attached to this Agreement, and referred to in this Agreement as the "Tract". The Tract

consists of two parcels of land. Johel is the owner of that parcel of land (hereinafter referred to as the "Johel Parcel") consisting of 10.0022 acres, more or less, described on Exhibit B attached to this Agreement and incorporated herein by reference, being all or part of that land described in a Deed recorded among the Land Records of Charles County, Maryland in Liber 4143, page 492. The State of Maryland owns the second parcel of land, consisting of that portion of U.S. Route 301 containing 4.111 acres, more or less, described on Exhibit C attached to this Agreement and incorporated herein by reference.

FCD is the contract purchaser of the Johel Parcel. As to the Johel Parcel, FCD joins in this Agreement for the purpose of acknowledging and consenting to its terms. Wal-Mart has entered into an agreement with FCD and Faison-Rosewick for the purchase of approximately 22.37 acres, which includes all of the Johel Parcel and a portion of adjoining Jennings Parcel (described below) owned by Faison-Rosewick (the "Future Wal-Mart Tract"). Wal-Mart desires to construct a retail facility (the "Proposed Wal-Mart Store") on the Future Wal-Mart Tract, and to sell and/or lease its existing property, as of the date of this Agreement, located within the Town, known as Parcel 474, on Tax Map 33, with a street address of 40 Drury Drive, La Plata, Maryland (the land and building collectively the "Existing Wal-Mart Store") for other uses. By executing this Agreement, Wal-Mart, as the contract purchaser of the Future Wal-Mart Tract, joins in this Agreement for the purpose of acknowledging and consenting to its terms.

Faison-Rosewick is the owner of that parcel of land (hereinafter referred to as the "Jennings Parcel") consisting of 18.0124 acres, more or less, described on Exhibit D attached to this Agreement and incorporated herein by reference, being all or part of that land described in that

Deed recorded among the Land Records of Charles County, Maryland in Liber 5965, page 647. The Jennings Parcel is contiguous to and lies immediately to the north and east of the Johel Parcel. The Jennings Parcel was annexed into the corporate limits of the Town pursuant to La Plata Town Council Resolution No. 06-4, and is subject to the terms and conditions of an Annexation Agreement dated June 13, 2006, recorded among the Land Records of Charles County, Maryland, in Liber 6034, page 554 (hereinafter referred to as the "Rosewick Jennings Annexation Agreement"). FCD, Faison-Rosewick and the Town intend by this Agreement to amend, as expressly provided herein, the Rosewick Jennings Annexation Agreement so that the Johel Parcel and the Jennings Parcel may be developed as one integrated commercial development, and such amendment shall not change or modify the rights or obligations of any other land owner that is an original party to the Rosewick Jennings Annexation Agreement.

Faison-Rosewick further was the developer of those parcels of land (hereinafter collectively referred to as the "Rosewick Parcel") known as Lots 1 and 2 on the Plat entitled "Plat of Correction, Lots 1, 2, Rosewick Limited Partnership", as recorded in Plat Book 58, at Folios 433, 434 and 435, among the Land Records of Charles County, Maryland; and consisting of 38.7056 acres, more or less, further described on Exhibit E attached to this Agreement and incorporated herein by reference, being all or part of that land described in a Deed recorded among the Land Records of Charles County, Maryland, in Liber 5960, page 468. Excel is the owner of Lot 1 of the Rosewick Parcel pursuant to a certain deed recorded among the Land Records of Charles County, Maryland in Liber ____, at Folio _____. The Rosewick Parcel was also annexed into the corporate limits of the Town pursuant to La Plata Town Council Resolution No. 06-4, effective, June 28, 2006, and also is

subject to the Rosewick Jennings Annexation Agreement. The Rosewick Jennings Annexation Agreement contemplated the coordinated development of the Rosewick Parcel and the Jennings Parcel. By executing this Agreement, Faison-Rosewick, as the developer of the Rosewick Parcel and Excel, as owner of Lot 1 of the Rosewick Parcel, consent to the modification of the Rosewick Jennings Annexation Agreement as provided herein.

The Town and the Petitioners, Faison-Rosewick and Excel desire to enter into this Agreement to establish certain terms, circumstances and conditions upon which the Town agrees to consider annexing the Tract into the corporate limits of the Town and which will be applicable to the Johel Parcel and, as provided herein to the Jennings Parcel and Lot 1 of the Rosewick Parcel, after the annexation becomes effective. The provisions of this Agreement are in addition to any other terms and conditions that may be set forth in a resolution of the Town Council providing for the annexation of the Tract and any other Town ordinances, rules and regulations that may be applicable to the development and use of the Tract after it is annexed into the Town.

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. Agreement to Consider Annexation.

The Town Council agrees to consider enacting a resolution approving the annexation of the Tract into the corporate limits of the Town, subject to the terms and conditions set forth in this Agreement and any other terms and conditions contained in the annexation resolution.

2. Condition Precedent.

The terms, covenants, conditions and effectiveness of this Agreement except for Paragraph 12, all as hereinafter set forth, are contingent upon the enactment of the annexation resolution by the Town Council as to the Tract, and the taking effect of such resolution. The provisions of Paragraph 12 are effective upon the execution of this Agreement by all parties and remain in effect regardless of whether the annexation becomes effective.

3. Design, Development, Use and Maintenance Criteria and Restrictions for Johel Parcel and Jennings Parcel.

a. Use Restrictions.

i. Except as provided or may be limited in this Paragraph 3 or by Article 23A, §9(c), of the Maryland Annotated Code, the Johel and Jennings Parcels may be used for any use permitted in the Town zoning district in which such lands may be classified from time to time. Any use that is lawful under the Town's zoning ordinance when that use is commenced shall not be rendered in violation of this Agreement by a subsequent change in the zoning ordinance that would render such use unlawful and the continuation of such use shall be governed by the non-conforming use provisions of the Town's zoning ordinance in effect at the time.

ii. The Johel and Jennings Parcels may not be developed, improved or used for or with a free-standing fast-food restaurant, as that term is defined in the Town's zoning ordinance from time to time. This section shall not be construed to prohibit the establishment of a food tenant, which may include a fast-food restaurant, located entirely within the Proposed Wal-Mart Store, provided that the Proposed Wal-Mart Store shall not have a drive-through window

feature for the use of such tenant.

iii. If and when developed, the Johel Parcel and the Jennings Parcel shall be developed as part of one integrated commercial development containing a mix of retail and office uses in a manner which, subject to such modifications as may be required or permitted by other provisions of this Agreement, or as may otherwise be approved by the Town, is substantially similar to the development conceptually depicted and described on the Conceptual Site Plan prepared by The Faux Group, Inc., dated April 28, 2010, attached hereto, and made a part hereof, as Exhibit F (the "Site Plan"), and in the document entitled "La Plata Crossing, Applicant's Written Response to Commercial Highway District Community Design Guidelines", dated April 28, 2010 (the "Conceptual Design Guidelines"), attached hereto, and made a part hereof, as Exhibit G. If and when that portion of the Jennings Parcel outside of the Future Wal-Mart Tract is developed, FCD shall develop at least 50,000 square feet of Class A office space on that portion of the Jennings Parcel outside of the Future Wal-Mart Tract.

iv. From and after the date when the Jennings Parcel is cleared and graded, either for the Proposed Wal-Mart Store, or for the development of the balance of the land outside of the Future Wal-Mart Tract, as to each retail/commercial pad site created on the balance of the Jennings Parcel outside of the Future Wal-Mart Tract, until the respective pad site is developed and constructed upon, FCD shall: (A) grade, stabilize and plant with grass seed, each such pad site; and (B) maintain each such pad site as green area in a good and orderly condition, by periodic mowing during the growing seasons and by removal of any debris or trash.

v. No products, merchandise, seasonal items, vehicles, or product

containers shall be sold or stored on any outdoor store entry-way (except for the loading docks), parking lot, drive aisle, roadway or sidewalk developed, constructed and used on the Johel Parcel and/or the Jennings Parcel, except that, any occupant, tenant or owner that operates a rental car facility shall have the right to store rental cars on site in accordance with applicable laws and ordinances.

vi. There shall be no drive-through windows on any building developed or constructed on the Johel Parcel or the Jennings Parcel, except that any bank or financial institution that provides retail banking and that is developed, constructed and operated on the Jennings Parcel outside of the Future Wal-Mart Tract may contain a drive-through window

b. Design Criteria

i. The design criteria in this Paragraph 3.b. shall govern all development on the Johel Parcel and the Jennings Parcel:

ii. Design of the development on the Johel Parcel and the Jennings Parcel shall be consistent with the Conceptual Design Guidelines, subject to such modifications as may be required by other provisions of this Agreement and by the Town's Design Review Board and, if applicable, by the Town's Planning Commission.

iii. Petitioners shall develop and implement a comprehensive and coordinated program of architectural, landscaping, site entrance and signage design standards consistent with the Town's sign ordinance, or any variance granted thereto, to ensure aesthetic and architectural harmony and a unified thematic treatment within the development on the Johel Parcel and the Jennings Parcel, and with development on the Rosewick Parcel. The final design standards

shall be subject to approval by the Town's Planning Commission and Design Review Board, and, after approval, shall be incorporated into Town development approvals and into restrictive covenants that run with the land and are enforceable by the owners of the Johel Parcel and the Jennings Parcels. The restrictive covenants shall be subject to prior approval by the Town Attorney and recorded among the Land Records of Charles County prior to the Town's issuance of the first building permit for development on either the Johel Parcel or the Jennings Parcel.

iv. All buildings to be developed on the Johel Parcel and the Jennings Parcel shall maintain a building setback of not less than seventy five (75) feet from the respective Parcels' property lines along the U.S. Route 301 property frontage.

v. The development and use of the Johel Parcel and the Jennings Parcel shall provide for the installation and perpetual maintenance of a Landscaped Buffer along the U.S. Route 301 property frontage. The intent of this Landscaped Buffer is to ensure the installation of a vegetated screen, of adequate density and dimension, to provide screening of views of the commercial buildings, parking lots, and loading dock facilities within the shopping center from U.S. Route 301. Final approval of the number, species, and arrangement of specific planting materials and hardscape elements throughout the Johel Parcel and the Jennings Parcel shall be rendered by the Town's Design Review Board as part of the site design and building permit approval processes. The following are design requirements for the Landscaped Buffer and the remainder of the Johel Parcel and the Jennings Parcel:

A. The depth of the Landscaped Buffer from the respective Parcels' property lines to the on-site pavement edge shall be not less than seventy-five (75) feet

in that section of the U.S. Route 301 frontage directly adjacent to the west side of the Wal-Mart building, and not less than forty-five (45) feet for the remaining Route 301 frontage.

B. The Landscaped Buffer shall include an earthen berm extending the full property frontage along U.S. Route 301 and wrapping at the corner with Rosewick Road, starting at the western property line corner terminus, to a distance of not less than seventy-five (75) feet as measured from the property line point on Route 301 just before the property line begins angling into the intersection. The top of the berm shall have a minimum average height of four (4) feet above the elevation of the adjacent site parking and internal roadways.

C. Plant materials shall be varied and installed in mixed groups in mulched planting beds that include a diversity of heights, foliage types, and bloom times so as to avoid mono-culture planting rows. The mix of plant materials in the overall Landscaped Buffer design shall be divided evenly between shade trees, evergreen trees, evergreen shrubs and deciduous flowering shrubs.

D. Plant selection shall emphasize selection of Hardiness Zone 7 plant species which are tolerant of drought, reflected heat, poor drainage, and root zone compaction, and will survive with minimal maintenance.

E. The Landscaped Buffer's grading and planting shall be designed to provide interest and appeal with special attention given to the design character at the corner of U.S. Route 301 and Rosewick Road.

F. The following are minimum plant sizes at the time of initial installation or subsequent replacement, all heights to be measured above finished grade:

I. Shade trees – 12' - 14' in height and 2½" - 3" DBH.

II. Evergreen trees – 7' - 8' in height B&B or 7 gallon container.

III. Evergreen shrubs – 30" - 36" in height or 5 gallon container.

IV. Flowering shrubs – 24" – 30" in height or 3 gallon container.

V. Ornamental grasses, if any – 3 gallon container.

G. All plant material shall comply with the standards of the American Nurseryman's Association and have a minimum two year warranty which includes a commitment for watering.

H. All landscape shall be adequately maintained and plant materials that die, are destroyed or are removed shall be replaced promptly to ensure the ongoing integrity of the landscape.

vi. Petitioners shall provide coordinated gateway treatments at the entrances to the Jennings Parcel and the Johel Parcel, and at the intersection of Rosewick Road and U.S. Route 301, substantially as set forth in the Conceptual Design Guidelines. These gateway treatments shall be coordinated with gateway treatments at entrances to the Rosewick Parcel. The gateway treatments must be approved by the Town's Design Review Board.

vii. The site design for the development of the Johel Parcel and the Jennings Parcel shall incorporate in the outdoor common areas of the development two (2) areas designated as outdoor spaces or areas to promote a pedestrian-friendly atmosphere. The sizes and locations of these outdoor areas shall be substantially as shown on the Site Plan, and shall be subject to the reasonable approval of the Town's Design Review Board. Petitioners shall construct on one of these common areas a gazebo substantially similar in size, design, materials and color to the gazebo currently installed in the development on the Rosewick Parcel. The gazebo shall be installed prior to the issuance of the first occupancy permit for the Johel Parcel or the Jennings Parcel, shall be maintained in good, clean and safe condition and shall be repaired or replaced promptly as reasonably necessary.

viii. In the event of a conflict between any of the documents referred to in Paragraph 3.a.(iii) of this Agreement and (i) any other provision of this Agreement, the other provision of this Agreement shall prevail; or (ii) any provision of law, the provision of law shall prevail.

ix. Access from the Johel Parcel and the Jennings Parcel to U.S. Route 301 shall comply with all requirements of the Maryland Department of Transportation, State Highway Administration.

x. The Jennings Parcel and the Johel Parcel shall be developed in a manner that is consistent with the goals and objectives of the Town's Comprehensive Plan, including, but not limited to, the provision of the Comprehensive Plan regarding the Protection of Sensitive Areas.

xi. The Jennings Parcel and the Johel Parcel shall be developed in a manner that includes strategies, and establishes a land use plan to limit the amount of impervious surfaces and storm water runoff after development, with the goal that storm water runoff into High Quality Waters of the Zekiah or Port Tobacco watersheds will be managed by implementing Environmental Site Design (ESD) to the Maximum Extent Practicable (MEP) in accordance with the latest State stormwater management regulations .

c. Development Requirements.

In addition to any other requirements specified in this Agreement, and prior to the issuance of the first occupancy permit for the Johel Parcel or the Jennings Parcel, Petitioners shall install a pedestrian sidewalk on the south side of Rosewick Road from U.S. Route 301 to the existing sidewalk/hiker-biker pathway on Rosewick Road. This sidewalk shall be located on the Jennings Parcel, and shall be constructed in accordance with currently established Town specifications and details. Notwithstanding the provisions of this subparagraph 3.c., Petitioners shall have no obligation to install the sidewalk to the extent, and only to the extent, that a bike and pedestrian pathway has been installed on Rosewick Road abutting the Jennings Parcel by the Charles County Commissioners in conjunction with the construction of Rosewick Road.

d. Maintenance Requirements.

Prior to the issuance of the first occupancy permit for construction on the Johel Parcel or the Jennings Parcel, Petitioners shall prepare and record among the Land Records of Charles County, covenants, conditions and restrictions running with and binding the Johel Parcel and the Jennings Parcel. The covenants, conditions and restrictions shall be subject to the prior

review and approval by the Town Attorney. The covenants, conditions and restrictions shall outline the obligations of the property owners for the maintenance, repair and replacement of common areas, gazebo and parking areas and maintenance and replacement of landscaping on the Johel Parcel and the Jennings Parcel to ensure the maintenance, repair and replacement, as appropriate, of all common areas, the gazebo, parking areas and landscaping.

4. Restriction on Use of Potable Water.

Petitioners agree that potable water shall not be used for landscaping irrigation on the Johel Parcel or the Jennings Parcel, except only as may be necessary during the first twelve (12) months following the installation of each landscaping element required by this Agreement or by Town law in order to initially establish each such landscaping element.

5. Public Sewer Easement.

If reasonably requested by the Town prior to the installation of water and sewer lines and facilities on the Johel Parcel and the Jennings Parcel, Petitioners shall grant to the Town, without additional consideration and free and clear of liens and encumbrances, a perpetual twenty feet (20') wide public sewer easement across the Jennings Parcel and/or the Johel Parcel in an area to be reasonably and mutually agreed upon, for the Town to provide public sewer lines to any land annexed into the Town in the future on the west side of U.S. Route 301. The Town shall be solely responsible for the cost of any construction of any line or facility within the Town's easement. The Town's easement shall be located as to not interfere with the development and/or construction on the Johel Parcel or the Jennings Parcel.

6. Video Surveillance.

Prior to the issuance of an occupancy permit for the Proposed Wal-Mart Store, Wal-Mart shall install, and after installation, shall maintain in a functional status, and repair and replace as necessary to maintain functionality, a system of exterior video surveillance (or digital or other current technology) to provide recorded monitoring of site entrances from Route 301 and Rosewick Road, parking lots, loading areas and exterior of the buildings on the Future Wal-Mart Tract. The system of video surveillance (or digital or other current technology) shall provide for exterior surveillance through a series of pole mounted and building mounted cameras. The video surveillance system (or digital or other current technology) shall be installed and operational before the Town issues an occupancy permit for the Proposed Wal-Mart Store. Wal-Mart shall work cooperatively with the Town's Police Department to provide access to recorded surveillance records in the event that a crime has occurred, or is reasonably suspected to have occurred, and is reasonably believed to be recorded on Wal-Mart's surveillance system.

7. Water Reducing Fixtures.

Petitioners shall ensure that, to the extent commercially available, all plumbing fixtures installed in all buildings constructed on the Johel Parcel and the Jennings Parcel shall bear a U.S. Environmental Protection Agency "Water Sense" label or be of equivalent water-efficiency and laboratory certified design.

8. Sustainability Features.

a. The buildings to be constructed outside of Future Wal-Mart Tract.

With respect to any buildings to be constructed outside the Future Wal-Mart Tract,

currently identified on the Site Plan as: "Building 1: Office 3 Floor 50,000 SF", "Building 2 Retail 4000 SF", "Building 3 Retail 6000 SF" and "Building 4 Retail 4000 SF", FCD shall use best efforts to attempt to obtain Leadership in Energy and Environmental Design (LEED) "Core and Shell" certification for all building design and construction. FCD shall engage the services of one or more consultants who have specific expertise in designing buildings to LEED Core and Shell standards and in preparing and processing applications for LEED certification. FCD shall provide to the Town as part of its construction permit applications copies of all applications to be submitted for LEED certification, and further shall provide to the Town copies of all LEED certifications and rejections of certification promptly after they have been received.

b. The Proposed Wal-Mart.

With respect to the Proposed Wal-Mart Store, currently identified on the Site Plan as "Wal-Mart Supercenter #2853" on the Future Wal-Mart Tract, the following or comparable sustainable features shall be incorporated into the building's design and construction:

- i. A daylight harvesting system which includes electronic continuous dimming ballasts, computer-controlled daylight sensors, and skylights.
- ii. Occupancy sensors in most non-sales areas (such as restrooms, break rooms and offices) which automatically turn the lights off when the space is unoccupied.
- iii. Illumination of exterior building signage and most refrigerated food cases with light emitting diodes.
- iv. A centralized energy management system to monitor and control the heating, air conditioning, refrigeration and lighting systems.

v. Active dehumidification systems to allow refrigeration systems within food sales areas to operate more efficiently.

vi. White membrane roof features to provide higher reflectivity and to reduce building energy consumption.

vii. The utilization of non-ozone depleting refrigerant in refrigeration systems.

viii. The use of high-efficient urinals that utilize only 1/8 gallon of water per flush or less, within restroom facilities.

ix. The use of toilets within restroom facility designed to utilize at least twenty percent (20%) less water compared to mandated EPA standards as of April 2010.

x. The use of toilets with built-in water turbines to generate the power required to activate the flush mechanism.

xi. Heat reclamation features to reclaim waste heat from on-site refrigeration equipment to supply some of the hot-water requirements for the facility.

xii. The utilization of a 15-20 percentage replacement of fly ash and/or slag in the concrete mix associated with the construction of the structure.

xiii. The use of exposed concrete floors to reduce surface applied flooring materials, and reduce the need for chemical floor cleaners, wax strippers and propane-powered buffing.

xiv. The reduction of volatile organic compounds of exterior and interior field paint coatings through the use of better performing standard pain products with lower volatile

organic compound content limits.

c. Green Building Codes.

The Proposed Wal-Mart Store shall be constructed in accordance with ANSI/ASHRAE/USGBC/IES Standard 189.1, Standard for the Design of High Performance, Green Buildings Except Low-Rise Residential Buildings. If any provision of Paragraph 8.b. or this Paragraph 8.c. conflicts with any applicable building code of the Town at the time that Wal-Mart makes application for its building permit for the Future Wal-Mart Tract, the more restrictive provision shall apply.

d. Green Features Consultant.

Prior to the filing of an application for the first permit for construction of a building on the Johel Parcel or the Jennings Parcel, Wal-Mart and/or FCD shall pay to the Town the sum of up to Twenty-Five Thousand Dollars (\$25,000.00) to be used by the Town to engage a consultant to participate on behalf of, and advise the Town, regarding compliance of buildings to be constructed on the Johel Parcel and the Jennings Parcel with the requirements of this Paragraph 8. The Town shall provide an invoice evidencing the work performed by the consultant.

9. Re-Use of Existing Wal-Mart Store.

a. No later than upon the date of final site plan approval for the Proposed Wal-Mart Store, Wal-Mart shall list the Existing Wal-Mart Store for sale and/or lease with a commercial real estate broker, and shall utilize commercially reasonable methods to market the property for sale and/or lease. Wal-Mart shall not impose use or non-competition restrictions on the sale or lease of the Existing Wal-Mart Store that may have the effect of restricting or limiting potential buyers or

lessees.

b. Until Wal-Mart transfers title to the Existing Wal-Mart Store to an unrelated third party, Wal-Mart shall continue to maintain the exterior of the building and the property's landscaping and exterior lighting; shall keep the parking lot areas reasonably free from debris and litter; and shall take reasonable measures to prevent loitering in and around the Existing Wal-Mart Store. If Wal-Mart retains title and leases the Existing Wal-Mart Store, Wal-Mart shall cause its tenant(s) to also comply with the provision of this Subsection 9.b.

c. To ensure compliance with the provisions of Paragraph 9.b., prior to the issuance of a use and occupancy permit for the Proposed Wal-Mart Store Wal-Mart shall provide the Town with maintenance security in the form of cash, a certified check, or an irrevocable letter of credit, in the amount of Fifty Thousand Dollars (\$50,000.00). If Wal-Mart fails or refuses, within a reasonable time specified in written notice from the Town to Wal-Mart, to remedy any condition that, in the Town's reasonable judgment, violates the provisions of Paragraph 9.b., the Town may use such security to correct the condition. If, at any time, the Town has used at least Twenty-Five Thousand Dollars (\$25,000.00) of such security, Wal-Mart, upon written notice from the Town, promptly shall provide the Town with additional security to restore the total amount of security to Fifty Thousand Dollars (\$50,000.00). When title to the the Existing Wal-Mart Store is transferred to an unrelated third party, or the Existing Wal-Mart Store is at least 75,000 square feet occupied by a lessee unrelated to Wal-Mart, the Town shall release all remaining security to Wal-Mart. If title to the Existing Wal-Mart Store is transferred to a related party, the Town shall release all remaining security to Wal-Mart at such time as the related party obtains a use and occupancy permit to use at

least 75,000 square feet of the building for permitted commercial purposes.

d. Wal-Mart and the Town acknowledge that a protracted vacation of the Existing Wal-Mart Store is not in the best interest of the Town or Wal-Mart. Therefore, in order to provide the Town with funds to enhance the economic vitality and viability of surrounding commercial businesses and to incentivize the re-use of the Existing Wal-Mart Store:

i. For each month that the Existing Wal-Mart Store is vacant in the 18th through 35th months after the Proposed Wal-Mart Store is issued a use and occupancy permit, and Wal-Mart vacates and/or ceases doing business in the Existing Wal-Mart Store, Wal-Mart shall pay the Town the sum of Five Thousand Dollars (\$5,000.00) per month in and for each month that the Existing Wal-Mart Store is vacant. For purposes of this Agreement, the Existing Wal-Mart Store shall not be deemed vacant in any month that (1) the property is no longer owned by Wal-Mart (or any related Wal-Mart entity); or (2) at least 75,000 gross square feet of the building has been leased to one or more entities unrelated to Wal-Mart under a lease or leases having a term of not less than one (1) year. Notwithstanding clauses (1) and (2), the Existing Wal-Mart Store shall not be deemed vacant, if ownership of the property has been transferred, or at least 75,000 gross square feet of the building has been leased, to one or more entities related to Wal-Mart who have obtained a use and occupancy certificate to utilize the Existing Wal-Mart Store for permitted commercial uses.

ii. For each month that the Existing Wal-Mart Store is vacant as described in clause i. above, in the 36th month and thereafter Wal-Mart shall pay the Town the sum of Ten Thousand Dollars (\$10,000.00) per month, up to a maximum payment by Wal-Mart under this clause ii. of One Hundred Thousand Dollars (\$100,000.00).

iii. Wal-Mart shall make each month's payment due to the Town under this Paragraph 9.d. within fifteen (15) days after the end of the month for which such payment is made. Accompanying each payment, Wal-Mart shall provide the Town with documentation of the ongoing marketing efforts together with an indication of prospective tenants and purchasers (without identifying the name of the individual tenant or purchaser), and the report shall be kept confidential by the Town. Wal-Mart shall continue to submit such reports as long as the building is "vacant" as defined in this Agreement.

iv. Notwithstanding the foregoing, from and after the date that the Existing Wal-Mart Store sold to an unrelated third party, the payments set forth herein shall cease and no additional sum shall be due from Wal-Mart under this Section 9.

10. Financial Contributions.

Within ninety (90) days after the Town's approval of the first site plan for development on the Jennings Parcel or the Johel Parcel, Wal-Mart and/or FCD shall make the following financial contributions:

a. To the La Plata Community Foundation in the amount of Fifty Thousand Dollars (\$50,000.00).

b. To the Town in the amount of Seventy-Five Thousand Dollars (\$75,000.00) for purposes of transportation improvements or economic analysis as determined by the Town Council.

11. Broadband Node.

It is understood that the Town is considering the institution of a communications network

to enhance and extend advanced broadband network services for Wi-Fi access, public safety, public works, and fixed broadband wireless access, including voice-over-IP within the Town. FCD, Faison-Rosewick and Excel agree to work cooperatively with the Town to identify reasonably agreeable locations on buildings located, or to be located, on the Jennings Parcel, the Johel Parcel and Lot 1 of the Rosewick Parcel, (with the exception of the Lowes Property, the Giant Building, the Giant Gas Building or the Wachovia Bank Building), for the location of hardware that may be needed for such a communications network. The location for such hardware on the Johel and Jennings Parcels shall be identified prior the issuance of the first certificate of occupancy for any use on the Johel and Jennings parcels. The location for such hardware on the Rosewick Parcel shall be identified as soon as reasonably practicable after the annexation of the Johel Parcel becomes effective, and the final installation of any equipment shall be subject to an agreement providing the property owners with prior notification before any installation of equipment, information concerning the precise location of the equipment, and indemnification against any property damage or personal injury associated with the installation and operation of the equipment.

12. Access to Water Tower and Well.

FCD shall not interfere with any efforts by the Town to ensure that access to the Town's water tower located on the south side of the Jennings Parcel shall be and remain gated and locked. The Town shall provide a key, combination, access code or other information or other means necessary for the Town to obtain access through the gate. The Town shall ensure that the gate is locked at the conclusion of Town activities at the water tower site.

13. Payment of Annexation Costs and Expenses.

a. FCD shall pay to the Town, all costs and expenses of the Town, exclusive of costs of internal Town staff time, associated with proceedings for the annexation of the Tract and any subsequent referendum or litigation arising out of or related to the annexation, this Agreement, and the development of the Jennings Parcel and/or the Johel Parcel as authorized by the annexation and this Agreement. These costs and expenses include, but are not limited to, attorney fees and expenses, publication costs, recording fees, and costs and expenses, including any attorney fees, associated with any referendum election required to be conducted on the annexation and any litigation arising out of or related to the annexation, this Agreement, or development of the Jennings Parcel and/or the Johel Parcel as authorized by the annexation and this Agreement.

b. FCD shall pay to the Town before the Town Council takes any action on a resolution to annex the Tract all costs and expenses incurred by the Town in connection with the annexation proceeding, and those additional costs and expenses reasonably estimated by the Town to be incurred in the future, including costs and expenses for any anticipated referendum or litigation as described in Paragraph 13.a. Within thirty (30) days after the conclusion of all annexation proceedings, and any subsequent referendum or litigation, the Town shall refund to FCD, any monies paid in excess of the Town's actual costs and expenses associated with the annexation proceeding, referendum or litigation. FCD shall pay to the Town from time to time, within thirty (30) days after demand by the Town, the difference between monies previously paid by it and the Town's actual costs and expenses associated with the annexation proceeding and any referendum or litigation.

14. Modification of Rosewick Jennings Annexation Agreement.

The Town, FCD, Faison-Rosewick and Excel agree that Paragraph 3 of the Rosewick Jennings Annexation Agreement as applied to the Jennings Parcel shall be deemed to be modified and amended by Paragraph 3 of this Agreement. In the event of a conflict between any of the provisions of Paragraph 3 of this Agreement and Paragraph 3 of the Rosewick Jennings Annexation Agreement as applied to the Jennings parcel, the provision of this Agreement shall prevail.

15. Notices.

Any notice required to be given pursuant to this Agreement shall be given in writing by postage prepaid certified mail, return receipt requested, to the parties at the following addresses, or at such other address as one party may provide to the other by written notice in the manner required by this paragraph:

As to the Town:

Town of La Plata
c/o Chief Executive Officer
305 Queen Anne Street
P.O. Box 2268
La Plata, Maryland 20646-2268

As to Johel:

Johel Limited Partnership
c/o Cherry M. Stackhouse, General Partner
Post Office Box 2930
La Plata, Maryland 20646

As to FCD and/or Faison-Rosewick:

FCD-Development, LLC
7920 Norfolk Avenue
Suite 800
Attn: Howard S. Biel, Ph.D.
Bethesda, Maryland 20814

With a copy to:

Stephen H. Scott, Esquire
Chapman, Bowling & Scott, P.A.
Post Office Box 610
La Plata, Maryland 20646

As to Wal-Mart:

Wal-Mart Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attention: _____, RE Manager
Store # _____

With a copy to:

Wal-Mart Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attention: _____, Esquire
Store # _____

With a copy to:

Carl H. Bivens, Esquire
Troutman Sanders LLP
1001 Haxall Point
Richmond, VA 23219

As to Excel:

Excel Rosewick, LLC
c/o Excel Trust, L.P.
801 North 500 West, Suite 201
West Bountiful, Utah 84010
Attn: Mark T. Burton

With a copy to:

Van A. Tenbers, Esquire
Kelly C. Spicher, Esquire
Foley & Lardner, LLP
402 West Broadway, Suite 2100
San Diego, California 92101-3542

16. **Agreement Constituting Covenants Running With the Land.**

Petitioners, Faison-Rosewick and Excel hereby declare that, from and after the date of this Agreement, and subject to the satisfaction of the condition precedent specified in Paragraph 2 above, the Johel Parcel, the Jennings Parcel and, with respect to Paragraph 11 of this Agreement, Lot 1 of the Rosewick Parcel, and Wal-Mart hereby declares that, with respect to Paragraph 9 of this Agreement the Existing Wal-Mart Store, shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, easements, obligations and equitable servitudes as are set forth in this Agreement, all of which covenants, conditions, restrictions, use limitations, easements, obligations, and equitable servitudes shall be deemed to run with and bind to the land and be binding on the Petitioners, Faison-Rosewick, Excel and Wal-Mart, their heirs, personal representatives, successors and assigns, and shall not be construed merely as personal obligations or covenants of the Petitioners, Faison-Rosewick, Wal-Mart and Excel; and shall be for the benefit of the Town, its successors and assigns,

and enforceable by it at law or in equity. Notwithstanding anything to the contrary set forth herein, upon conveyance of the Johel Parcel by Johel to FCD or its designee, Johel shall have no further rights or obligations under this Agreement. Upon Wal-Mart's satisfaction of its obligations as defined in Paragraph 9 of this Agreement, the Town shall execute an appropriate release in a form acceptable to the Town's attorney.

17. Consent of FCD, Faison-Rosewick, Wal-Mart and Excel.

FCD and Excel join in this Agreement as contract purchaser of the Johel Parcel and as owner of Lot 1 of the Rosewick Parcel, respectively, for the purpose of acknowledging and consenting to the terms of this Agreement and the modifications to the Rosewick Jennings Annexation Agreement provided for by this Agreement. Wal-Mart, as the contract purchaser of the Future Wal-Mart Tract, joins in this Agreement for the purpose of acknowledging and consenting to its terms. Faison-Rosewick, as owner of the Jennings Parcel, joins in this Agreement to consent to and acknowledge its terms.

18. [INTENTIONALLY OMITTED].

19. Enforcement.

a. If any covenant, condition, restriction, provision, obligation or term of this Agreement (collectively "Obligation") which is the responsibility of any one or more of the Petitioners, Wal-Mart or Faison-Rosewick to fulfill is not satisfied within the time specified in this Agreement, time being of the essence, the Town may refuse to accept or process applications requested by the party who has not satisfied its Obligation, and may refuse to issue or grant, any further building permits, use permits, occupancy permits, subdivision approvals or other permits or

approvals required for any development or construction on either Johel Parcel or the Jennings Parcel by the party who has not satisfied its Obligation as the case may be, and such party waives its right to compel or require the Town to accept, process, issue or grant any such applications, permits or approvals, until the Obligation has been satisfied.

b. Any monies not paid to the Town as required by this Agreement within thirty (30) days after demand by the Town shall bear interest on the unpaid amount at the rate of ten percent (10%) per annum from the date of demand until paid.

c. The remedies and limitations set forth in Paragraphs 19.a. and 19.b. are in addition to, and not in lieu of, any other rights and remedies available to the Town, and to any other person to be benefited by any provision or term of this Agreement, under this Agreement, in law or equity.

20. Governing 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 without regard to those principles governing conflicts or choice of laws.

21. Gender Based Terminology.

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

22. 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.

23. 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.

24. 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.

25. Scope of Agreement.

All of the promises, stipulations, obligations, covenants, terms, conditions, restrictions, use limitations, equitable servitudes, easements and agreements herein contained shall inure to the benefit of and shall apply to, bind, and be obligatory upon the parties hereto and the heirs, personal representatives, successors and assigns of each whether so expressed or not.

26. Modification of Agreement.

a. This Agreement shall be modified, amended, supplemented or rescinded only in the manner set forth in this Paragraph 26, unless other requirements are expressly provided by law.

b. A modification, amendment, supplementation or rescission of this Agreement shall be effective only if it is made in writing, is executed with the same formality as this Agreement, refers to the date of the public hearing referred to in subparagraph 26.c., and is recorded among the Land Records of Charles County, Maryland, except that a party to this Agreement shall not be required to join in any such writing unless that party's interest will be affected by the

modification, amendment, supplementation or rescission.

c. A modification, amendment, supplementation or rescission of this Agreement shall not be effective unless approved by the La Plata Town Council after a public hearing first has been held before the Council, notice of which public hearing has been given by publication at least once a week for two (2) successive weeks in a newspaper of general circulation in the Town, the last such publication being not less than five (5) nor more than ten (10) days before the public hearing. The notice shall advise the date, time, place and purpose of the public hearing, sufficient to advise the public of the nature of the proposed modification, amendment, supplementation or rescission.

27. 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.

28. Time of Essence.

Time is of the essence in this Agreement, and of the performance of all obligations under this Agreement.

29. Attorney's Fees Upon Breach.

If Petitioners, Faison-Rosewick or Wal-Mart, or any of them, breach any part of this Agreement, the breaching party 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.

30. Effect of Waiver on Breach.

The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of such breach by any 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 waiving party or by any other party hereto.

31. Recordation of Agreement.

Upon enactment of the annexation resolution, the Town shall record this Agreement, at the expense of FCD, among the Land Records of Charles County, Maryland.

32. 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.

33. Continuing Rights of Town.

This Agreement does not inhibit or restrict the authority of the Town Planning Commission, Design Review Board, and other Town boards, commissions, agencies and officials to exercise their respective governmental powers as accorded by law.

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.

(SIGNATURES ON FOLLOWING PAGES)

ATTEST:

Carly Grace Cherry

**JOHEL LIMITED PARTNERSHIP,
a Maryland limited partnership**

By: *Cherry M. Stackhouse* (SEAL)
Cherry M. Stackhouse, General Partner

ATTEST:

**FCD-DEVELOPMENT, LLC,
a North Carolina limited liability company**

By: _____ (SEAL)
_____, Managing Member

ATTEST:

**FAISON-ROSEWICK, LLC,
a North Carolina limited liability company**

By: _____ (SEAL)
_____, _____

ATTEST:

**WAL-MART REAL ESTATE
BUSINESS TRUST, a Delaware
statutory trust**

By: _____ (SEAL)
Name: _____
Title: _____

ATTEST:

**EXCEL ROSEWICK, LLC,
a Delaware limited liability company**

By: _____ (SEAL)
_____, _____

ATTEST:

**JOHEL LIMITED PARTNERSHIP,
a Maryland limited partnership**

By: _____ (SEAL)
Cherry M. Stackhouse, General Partner

ATTEST:

Cherry M. Stackhouse

**FCD-DEVELOPMENT, LLC,
a North Carolina limited liability company**

By: Allen S. Jackson, Jr. (SEAL)
Allen S. Jackson, Jr., Vice President

ATTEST:

Cherry M. Stackhouse

**FAISON-ROSEWICK, LLC,
a North Carolina limited liability company
By: Faison Capital Development, its Manager**

By: Allen S. Jackson, Jr. (SEAL)
Allen S. Jackson, Jr., Vice President

ATTEST:

**WAL-MART REAL ESTATE
BUSINESS TRUST, a Delaware
statutory trust**

By: _____ (SEAL)
Name: _____
Title: _____

ATTEST:

**EXCEL ROSEWICK, LLC,
a Delaware limited liability company**

By: _____ (SEAL)

ATTEST:

**JOHEL LIMITED PARTNERSHIP,
a Maryland limited partnership**

By: _____ (SEAL)
Cherry M. Stackhouse, General Partner

ATTEST:

**FCD-DEVELOPMENT, LLC,
a North Carolina limited liability company**

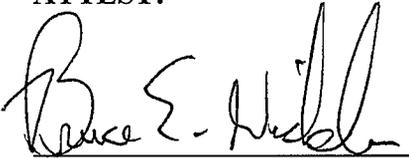
By: _____ (SEAL)
, Managing Member

ATTEST:

**FAISON-ROSEWICK, LLC,
a North Carolina limited liability company**

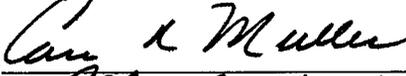
By: _____ (SEAL)

ATTEST:



Assistant Secretary

**WAL-MART REAL ESTATE
BUSINESS TRUST, a Delaware
statutory trust**

By:  (SEAL)
Name: CARL R. MULLER
Title: V.P.

ATTEST:

**EXCEL ROSEWICK, LLC,
a Delaware limited liability company**

By: _____ (SEAL)

ATTEST:

**JOHEL LIMITED PARTNERSHIP,
a Maryland limited partnership**

By: _____ (SEAL)
Cherry M. Stackhouse, General Partner

ATTEST:

**FCD-DEVELOPMENT, LLC,
a North Carolina limited liability company**

By: _____ (SEAL)
, Managing Member

ATTEST:

**FAISON-ROSEWICK, LLC,
a North Carolina limited liability company**

By: _____ (SEAL)

ATTEST:

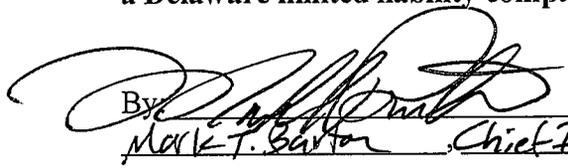
**WAL-MART REAL ESTATE
BUSINESS TRUST, a Delaware
statutory trust**

By: _____ (SEAL)
Name: _____
Title: _____

ATTEST:

**EXCEL ROSEWICK, LLC,
a Delaware limited liability company**



By:  (SEAL)
Mark T. Barton, Chief Investment Officer

ATTEST:

Danielle Handley

Danielle Handley

Danielle Handley

Danielle Handley

Danielle Handley

Danielle Handley

TOWN OF LA PLATA:

Roy G. Hale (SEAL)
Roy G. Hale, Mayor

Joseph W. Norris (SEAL)
Joseph W. Norris, Councilman

R. Wayne Winkler (SEAL)
R. Wayne Winkler, Councilman

Paretta D. Mudd (SEAL)
Paretta D. Mudd, Councilwoman

C. Keith Back (SEAL)
C. Keith Back, Councilman

Daniel J. Mears (SEAL)
Daniel J. Mears, Town Manager

LIST OF EXHIBITS:

Exhibit A	Metes and bounds Description of the Tract
Exhibit B	Metes and bounds Description of the Johel Parcel
Exhibit C	Metes and bounds Description of State of Maryland Parcel
Exhibit D	Metes and bounds Description of the Jennings Parcel
Exhibit E	Metes and bounds Description of the Rosewick Parcel
Exhibit F	Site Plan
Exhibit G	Conceptual Design Guidelines

[NOTARIES ON FOLLOWING PAGES]

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 8th day of October, 2010, appeared CHERRY M. STACKHOUSE, known to me or satisfactorily proven to me to be the General Partner of JOHEL LIMITED PARTNERSHIP, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be the act of said JOHEL LIMITED PARTNERSHIP for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Kristin R. Wilkinson
Notary Public
My Commission Expires: 05.29.2013



KRISTIN R. WILKINSON
NOTARY PUBLIC
CHARLES COUNTY
MARYLAND

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 _____, 2010, appeared _____, known to me or satisfactorily proven to me to be the Managing Member of FCD-DEVELOPMENT, LLC, a North Carolina limited liability company, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as Managing Member of FCD-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 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 _____, 2010, appeared CHERRY M. STACKHOUSE, known to me or satisfactorily proven to me to be the General Partner of JOHEL LIMITED PARTNERSHIP, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be the act of said JOHEL LIMITED PARTNERSHIP for the purposes therein contained.

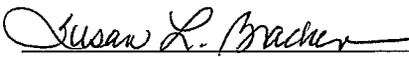
AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

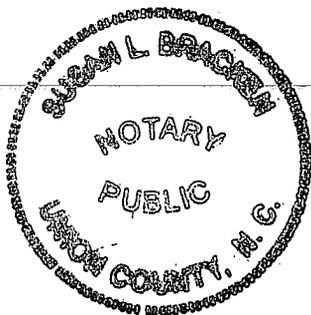
STATE OF NORTH CAROLINA, MECKLENBURG COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 11th day of October, 2010, appeared ALLEN S. JACKSON, JR., known to me or satisfactorily proven to me to be the Managing Member of FCD-DEVELOPMENT, LLC, a North Carolina limited liability company, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as Managing Member of FCD-DEVELOPMENT, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.



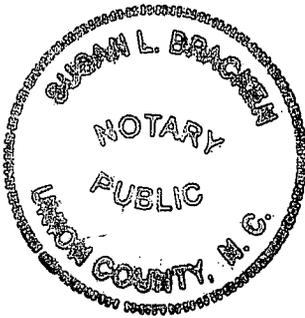
Notary Public
My Commission Expires: 1/12/2013



STATE OF NORTH CAROLINA, MECKLENBURG COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 11th day of October, 2010, appeared ALLEN S. JACKSON, JR., known to me or satisfactorily proven to me to be the Vice President of FAISON CAPITAL DEVELOPMENT the Manager of FAISON-ROSEWICK, LLC, a North Carolina limited liability company, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as the Vice President of FAISON CAPITAL DEVELOPMENT the Manager of FAISON-ROSEWICK, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.



Susan L. Bracker
Notary Public
My Commission Expires: 1/12/2013

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 _____, 2010, appeared _____, known to me or satisfactorily proven to me to be the _____ of WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as _____ of WAL-MART REAL ESTATE BUSINESS TRUST, and, as such, the act of said statutory trust.

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 _____, 2010, appeared _____, known to me or satisfactorily proven to me to be the _____ of FAISON-ROSEWICK, LLC, a North Carolina limited liability company, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as the _____ of FAISON-ROSEWICK, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.

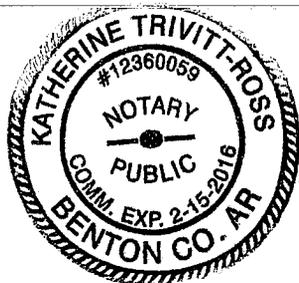
Notary Public
My Commission Expires:

STATE OF Arkansas Benton COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this October 7, 2010, appeared Carl B. Muller, known to me or satisfactorily proven to me to be the Vice President of WALMART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as Vice President of WALMART REAL ESTATE BUSINESS TRUST, and, as such, the act of said statutory trust.

AS WITNESS my hand and Notarial Seal.

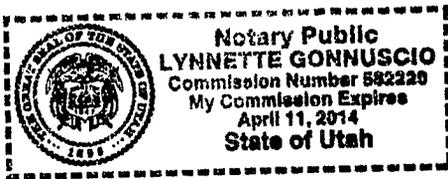
Katherine Trivitt-Ross
Notary Public
My Commission Expires: 02.15.2016



STATE OF Utah, Davis COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this October 8, 2010, appeared Mark T. Burton, known to me or satisfactorily proven to me to be the Chief Investment Officer of EXCEL ROSEWICK, LLC, a Delaware limited liability company, and the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as the Chief Investment Officer of EXCEL ROSEWICK, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.



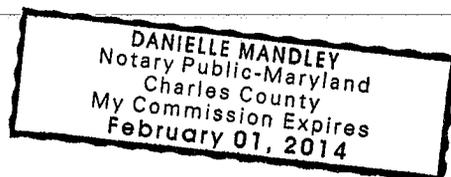
Lynnette Gonnuscio
Notary Public
My Commission Expires: April 11, 2014

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 October 12, 2010, 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 Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as Mayor for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Danielle Mandley
Notary Public
My Commission Expires:

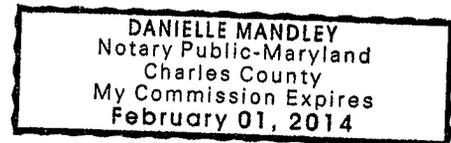


STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this October 12, 2010, 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 Annexation Agreement, and said person acknowledged the within Annexation Agreement to be said person's act as Councilman for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

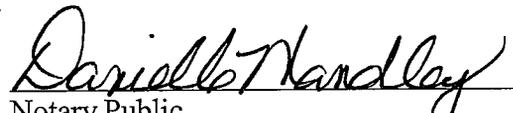

Notary Public
My Commission Expires:

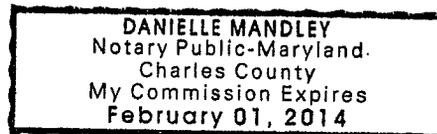


STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this October 12, 2010, 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 Annexation Agreement, and said person acknowledged the within 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:

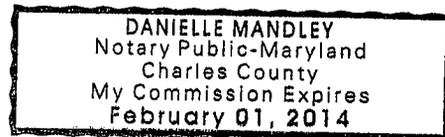


STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this October 12, 2010, 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 Annexation Agreement, and said person acknowledged the within 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:

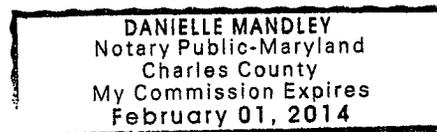


STATE OF MARYLAND, CHARLES COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this October 12, 2010, 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 Annexation Agreement, and said person acknowledged the within 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:



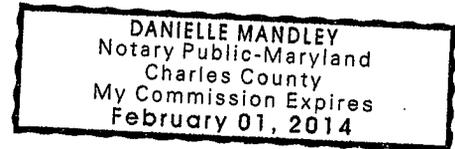
STATE OF MARYLAND, CHARLES COUNTY, to wit:

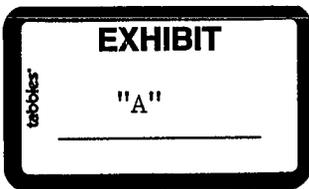
I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this October 12, 2010, appeared DANIEL J. MEARS, TOWN MANAGER OF THE TOWN OF LA PLATA, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged the within 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:

Agt5 / Annexation Agreement and Amendment to Existing Annexation Agreement (Faison) v16 - FINAL.doc





February 22, 2008
Description of
Proposed Area for
Annexation into the
Town of LaPlata, Maryland
Being the property of
JOHEL LIMITED PARTNERSHIP
Liber 4143 Folio 440
Parcel 492
And a portion of
Maryland Route 301
Tax Map 33
6th Election District
Charles County, Maryland

BEING a parcel of land hereinafter described for Annexation into the Town of LaPlata, Maryland, said parcel of land being comprised of all of the lands acquired by Johel Limited Partnership from Builders FirstSource – Atlantic Group, Inc., by deed dated June 12, 2003 as recorded in Liber 4143 at Folio 440, Parcel 492 and a portion of Maryland Route 301 as shown on S.R.C. Right of Way Plats 5214 and 5215, all among the Land Records of Charles County, Maryland, said parcel being described as follows;

BEGINNING for the said parcel of land at a point on the easterly Right of Way line of Maryland Route 301, said point lying 75.00 feet easterly of and at right angle to Base Line of Right of Way Station 766+59.39 as shown on S.R.C. Right of Way Plat No. 5214 and also the property of said Johel Limited Partnership, Liber 4143 Folio 440, Parcel 492 and the common corner of the property of Harry Hemsley, Liber 52, Folio 322, Parcel 29, thence running with the proposed area for Annexation;

1. South 83°57'25" West, 150.00 feet to a point on the westerly Right of Way line of Maryland Route 301, thence running with said westerly Right of Way line;
2. North 06°02'35" West, 1,193.83 feet to a point 75.00 feet westerly of and at right angle to Base Line of Right of Way Station 778+53.22, thence crossing said Right of Way;
3. North 83°57'25" East, 150.00 feet to a point on the easterly Right of Way line of said Maryland Route 301, said point also lying at the of the North 31°28'57" West 60.03 foot line of Rosewick Road as shown on a Plat of Subdivision entitled "Lots 1, 2 & Residue Rosewick Limited Partnership Property" as recorded among the aforesaid Land Records in Plat Book 56 as Plat Number 388, thence running with the easterly Right of Way line of Maryland Route 301;
4. South 06°02'35" East, 643.76 feet to a point at the common corner of the property of Johel Limited Partnership, Liber 4143 Folio 440, Parcel 492 and the property of Faison-Rosewick, LLC, Liber 5965 Folio 653, Parcel 2, said point lying 75.00 feet easterly of and at right angle to Baseline of Right of Way Station 772+09.46 as shown on S.R.C. Right of Way Plat No. 5215, thence running with the common division line between the property of said owners;
5. North 72°46'40" East, 754.14 feet to a point, thence;

Description of
Proposed Area of
Annexation

6. South 17°14'10" East, 539.46 feet to a point on the common division line between the property of said Johel Limited Partnership, Liber 4143 Folio 440, Parcel 492, and the property of Harry Hemsley, Liber 32 Folio 322, Parcel 29, thence running with the common division line between said owners;

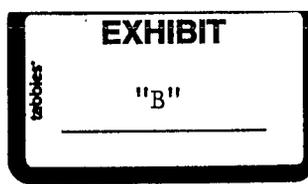
7. South 72°45'58" West, 860.73 feet to the point of beginning.

CONTAINING 614,770 square feet or 14.1132 acres of land.

S:\10890500\10890501\survey\descrip\Total area of Annexation.doc



BOHLER
ENGINEERING



22630 Davis Drive, Suite 200
Sterling, VA 20164
PHONE 703.709.9500
FAX 703.709.9501

**METES AND BOUNDS DESCRIPTION
FIRST PARCEL**

**PARCEL A
PANGUIAH
PLAT BOOK 38 PAGE 104**

**LANDS OF
JOHEL LIMITED PARTNERSHIP
LIBER 4143 FOLIO 440
6TH ELECTION DISTRICT
CHARLES COUNTY, MARYLAND**

BEGINNING AT AN IRON PIPE FOUND MARKING THE INTERSECTION OF THE DIVISION LINE BETWEEN THE LANDS OF HARRY HENSLEY (LIBER 52 FOLIO 322) ON THE SOUTH, AND PARCEL A, PANGUIAH (PLAT BOOK 38 PAGE 104) ON THE NORTH, WITH THE EASTERLY RIGHT-OF-WAY LIMITS OF CRAIN HIGHWAY-U.S. RTE. 301 (150 FOOT WIDE RIGHT-OF-WAY) THENCE WITH SAID EASTERLY RIGHT-OF-WAY LIMITS;

1. NORTH 06 DEGREES - 03 MINUTES - 03 SECONDS WEST, 550.00 FEET, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LIMITS WITH THE DIVISION LINE BETWEEN THE LANDS OF FAISON-ROSEWICK, LLC (LIBER 5965 FOLIO 647) ON THE NORTH AND SAID PARCEL A ON THE SOUTH, AS WITH SAID DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES;
2. NORTH 72 DEGREES - 45 MINUTES - 58 SECONDS EAST, 754.00 FEET, THENCE:
3. CONTINUING, SOUTH 17 DEGREES - 14 MINUTES - 02 SECONDS EAST, 539.57 FEET TO AN IRON PIPE FOUND MARKING THE INTERSECTION OF SAID DIVISION LINE WITH THE SAID DIVISION LINE BETWEEN THE LANDS OF HARRY HENSLEY ON THE SOUTH, AND SAID PARCEL A ON THE NORTH, THENCE WITH SAID DIVISION LINE;
4. SOUTH 72 DEGREES - 45 MINUTES - 58 SECONDS WEST, 860.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 435,587 SQUARE FEET OR 10.000 ACRES.

BEING THE SAME LAND AS DESCRIBED AS THE FIRST PARCEL IN A TITLE COMMITMENT REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER #4509-45435, WITH AN EFFECTIVE DATE OF JANUARY 3, 2010 REVISED MARCH 3, 2010 AND IS SUBJECT TO COVENANTS, RESTRICTIONS, AND/OR EASEMENTS AS CONTAINED THEREIN.

OTHER OFFICE LOCATIONS:

- Southborough, MA
508.480.9900
- Albany, NY
518.438.9900
- Ronkonkoma, NY
631.738.1200
- Warren, NJ
908.668.8300
- Center Valley, PA
610.709.9500
- Philadelphia, PA
267.402.3400
- Towson, MD
410.821.7900
- Bowie, MD
301.809.4500
- Warrenton, VA
540.349.4500
- Fort Lauderdale, FL
954.202.9900



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EXHIBIT

"C"

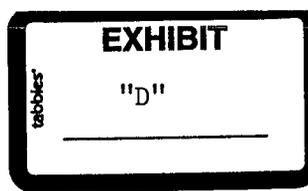
February 22, 2008
Description of part of
MARYLAND ROUTE 301
Being a proposed Area for
Annexation into the
Town of LaPlata, Maryland
Tax Map 33
6th Election District
Charles County, Maryland

BEING a strip or parcel of land for a proposed Annexation into the Town of LaPlata, Maryland lying within the existing 150' Right of Way of Maryland Route 301 as hereinafter described, said strip or parcel of land being shown on S.R.C. Right of Way Plats 5214 and 5215 and being described as follows:

BEGINNING for the strip or parcel of land at a point on the easterly Right of Way line of Maryland Route 301, said point lying 75.00 feet easterly of and at right angle to Base Line of Right of Way Station 766+59.39, thence running with the proposed area for Annexation;

1. South 83°57'25" West, 150.00 feet to a point on the westerly Right of Way line of said Maryland Route 301, thence running with said line;
2. North 06°02'35" West, 1,193.83 feet to a point, said point lying 75' westerly of and at right angle to Base Line of Right of Way station 778+53.22 as shown on S.R.C. Right of Way plat number 5215, thence running;
3. North 83°57'25" East, 150.00 feet to a point on the easterly Right of Way line of Maryland Route 301, thence running with said line;
4. South 06°02'35" East, 1,193.83 feet to the point of beginning.

CONTAINING 179,074 square feet or 4.1110 acres of land.



**METES AND BOUNDS DESCRIPTION
SECOND PARCEL**

**LANDS OF
FAISON-ROSEWICK, LLC
LIBER 5965 FOLIO 647
6TH ELECTION DISTRICT
CHARLES COUNTY, MARYLAND**

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LIMITS OF CRAIN HIGHWAY-U.S. RTE. 301 (150 FOOT RIGHT-OF-WAY), WITH THE SOUTHERLY RIGHT-OF-WAY LIMITS OF ROSEWICK ROAD (VARIABLE WIDTH RIGHT-OF-WAY), THENCE WITH SAID SOUTHERLY RIGHT-OF-WAY LIMITS, THE FOLLOWING SEVEN COURSES AND DISTANCES;

1. NORTH 18 DEGREES – 56 MINUTES – 08 SECONDS EAST, 60.79 FEET, THENCE;
2. CONTINUING, NORTH 56 DEGREES – 52 MINUTES – 43 SECONDS EAST, 66.63 FEET, THENCE;
3. CONTINUING, NORTH 83 DEGREES – 56 MINUTES – 34 SECONDS EAST, 268.14 FEET, THENCE;
4. CONTINUING, 625.85 FEET ALONG THE ARC OF THE CURVE TO THE LEFT, HAVING A RADIUS OF 1,529.27 FEET, A CENTRAL ANGLE OF 23 DEGREES – 26 MINUTES – 53 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 72 DEGREES – 12 MINUTES – 53 SECONDS EAST, 621.49 FEET, THENCE;
5. CONTINUING, NORTH 60 DEGREES – 29 MINUTES – 19 SECONDS EAST, 179.43 FEET, THENCE;
6. CONTINUING, 156.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,102.30 FEET, A CENTRAL ANGLE OF 08 DEGREES – 07 MINUTES – 57 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 64 DEGREES – 33 MINUTES – 18 SECONDS EAST, 156.33 FEET, THENCE;
7. CONTINUING, 70.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,442.00 FEET, A CENTRAL ANGLE OF 02 DEGREES – 48 MINUTES – 43 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES – 01 MINUTE – 38 SECONDS EAST, 70.76 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LIMITS WITH THE DIVISION LINE BETWEEN THE LANDS OF FAISON-ROSEWICK, LLC (LIBER 5965 FOLIO 647) ON THE WEST, AND PARCEL B, LAND OF ALBERTA M. BAIR (PLAT BOOK 18 PAGE 156) ON THE EAST, THENCE WITH SAID DIVISION LINE;
8. SOUTH 04 DEGREES – 44 MINUTES – 02 SECONDS EAST, 82.36 FEET TO AN IRON PIPE FOUND MARKING THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN PARCEL A, LAND OF ALBERTA M. BAIR (PLAT BOOK 18 PAGE 156) ON THE EAST, AND SAID LANDS OF FAISON-ROSEWICK, LLC ON THE WEST, THENCE WITH SAID DIVISION LINE;
9. SOUTH 04 DEGREES – 44 MINUTES – 02 SECONDS EAST, 7.95 FEET TO THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN THE LANDS OF KATHLEEN MARIE VINSON AND CHARLES CORDELL VINSON (LIBER 1793 FOLIO 209) ON THE EAST AND LANDS OF SAID FAISON-ROSEWICK, LLC ON THE WEST, THENCE WITH SAID DIVISION LINE;

OTHER OFFICE LOCATIONS:

- | | | | | | |
|------------------------------------|------------------------------|----------------------------------|---------------------------------|---------------------------------------|--------------------------------|
| • Southborough, MA
508.480.9900 | • Albany, NY
518.438.9900 | • Ronkonkoma, NY
631.738.1200 | • Warren, NJ
908.668.8300 | • Center Valley, PA
610.709.9971 | • Chalfont, PA
215.996.9100 |
| • Philadelphia, PA
267.402.3400 | • Towson, MD
410.821.7900 | • Bowie, MD
301.809.4500 | • Warrenton, VA
540.349.4500 | • Fort Lauderdale, FL
954.202.7000 | |

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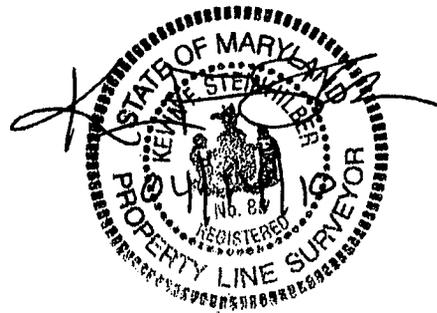
BOHLER

ENGINEERING

10. SOUTH 04 DEGREES - 30 MINUTES - 33 SECONDS EAST, 313.00 FEET TO A CONCRETE MONUMENT FOUND MARKING THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN THE LANDS OF SAID FAISON-ROSEWICK, LLC ON THE WEST, AND STATE OF MARYLAND, STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION (LIBER 802 FOLIO 91) ON THE EAST, THENCE WITH SAID DIVISION LINE;
11. SOUTH 01 DEGREE - 36 MINUTES - 02 SECONDS EAST, 593.64 FEET TO THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN THE LANDS OF SAID FAISON-ROSEWICK, LLC ON THE NORTH, AND THE SAID LANDS OF HARRY HENSLEY ON THE SOUTH, THENCE WITH SAID DIVISION LINE;
12. SOUTH 72 DEGREES - 45 MINUTES - 58 SECONDS WEST, 450.09 FEET TO AN IRON PIPE FOUND MARKING THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN PARCEL A, PANGUIAH (PLAT BOOK 38 PAGE 104) ON THE WEST, AND SAID LANDS OF FAISON-ROSEWICK, LLC ON THE EAST, THENCE WITH SAID DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES;
13. NORTH 17 DEGREES - 14 MINUTES - 02 SECONDS WEST, 539.57 FEET, THENCE;
14. CONTINUING SOUTH 72 DEGREES - 45 MINUTES - 58 SECONDS WEST, 754.00 FEET TO THE INTERSECTION OF SAID DIVISION LINE WITH THE SAID EASTERLY RIGHT-OF-WAY LIMITS OF CRAIN HIGHWAY, THENCE WITH SAID EASTERLY RIGHT-OF-WAY LIMITS;
15. NORTH 06 DEGREES - 03 MINUTES - 03 SECONDS WEST, 347.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 784,092 SQUARE FEET OR 18.000 ACRES.

BEING THE SAME LAND AS DESCRIBED AS THE SECOND PARCEL IN A TITLE COMMITMENT REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER #4509-45435, WITH AN EFFECTIVE DATE OF JANUARY 3, 2010 REVISED MARCH 3, 2010 AND IS SUBJECT TO COVENANTS, RESTRICTIONS AND/OR EASEMENTS AS CONTAINED THEREIN.



EXHIBIT

"E"

BK 06034 PG 0610

Description of Land
A Portion of the
Rosewick Limited Partnership Property
Sixth Election District
Charles County, Maryland

Being a portion of the land described in a deed dated September 14, 1987 from Howard A. Libby, Trustee for Rosewick Limited Partnership, a Maryland limited partnership to Rosewick Limited Partnership a Maryland limited partnership and recorded among the Land Records of Charles County, Maryland in Liber 1245 at folio 222.

Beginning at a point located at the intersection of the easterly right-of-way line for U.S. Route 301 as shown on SHA Plats 5215, 5216 and 18960 and the northerly right-of-way line of Rosewick Road as shown on the plat entitled "Right of Way Plat, Rosewick Road, Phase 1", and recorded among the Land Records of Charles County, Maryland in Plat Book 55 at Page 282 through 286 respectively; thence departing said point and binding on the aforesaid easterly right-of-way line for U. S. Route 301 as now surveyed and described with the meridian referenced to Maryland State Grid (NAD 1983)

- 1) North 06° 03' 14" West 24.75 feet to a point of curvature; thence
- 2) Northwesterly, 974.80 feet along the arc of a curve deflecting to the right, having a radius of 5,956.14 feet, subtended by a chord bearing and distance of North 01° 21' 55" West 973.71 feet to a point; thence
- 3) South 86° 40' 36" East 59.00 feet to a point; thence
- 4) North 03° 35' 56" East 9.93 feet to a point; thence departing the said right-of-way line so as to cross and include a portion of the land thereof
- 5) North 81° 22' 07" East 134.98 feet to a point; thence
- 6) North 66° 43' 20" East 200.00 feet to a point; thence
- 7) North 54° 33' 34" East 200.00 feet to a point; thence
- 8) North 64° 06' 15" East 200.00 feet to a point; thence
- 9) South 69° 47' 52" East 200.00 feet to a point; thence
- 10) North 72° 53' 04" East 200.00 feet to a point; thence
- 11) North 66° 39' 00" East 200.03 feet to a point intersecting the line common to the lands now or formerly owned by W. Snowden Schwab as recorded among the aforesaid Land Records of Charles County, Maryland in Liber 883 at folio 181; thence binding in part on said common line
- 12) South 21° 03' 41" East 819.41 feet to a point; thence departing the line common to Schwab and binding on the line common to the lands now or formerly owned by Michael O. Raymond and Kristina I. Raymond as recorded among the Land Records of Charles County, Maryland in Liber 2940 at folio 121
- 13) South 21° 20' 49" East 253.58 feet to a point intersecting the northerly right-of-way line of Rosewick Road, Variable Width Right-of-Way as shown on the aforesaid plat; thence departing the line common to Raymond and binding on the aforesaid northerly right-of-way line of Rosewick Road
- 14) South 82° 55' 38" West 49.94 feet to a point of curvature; thence

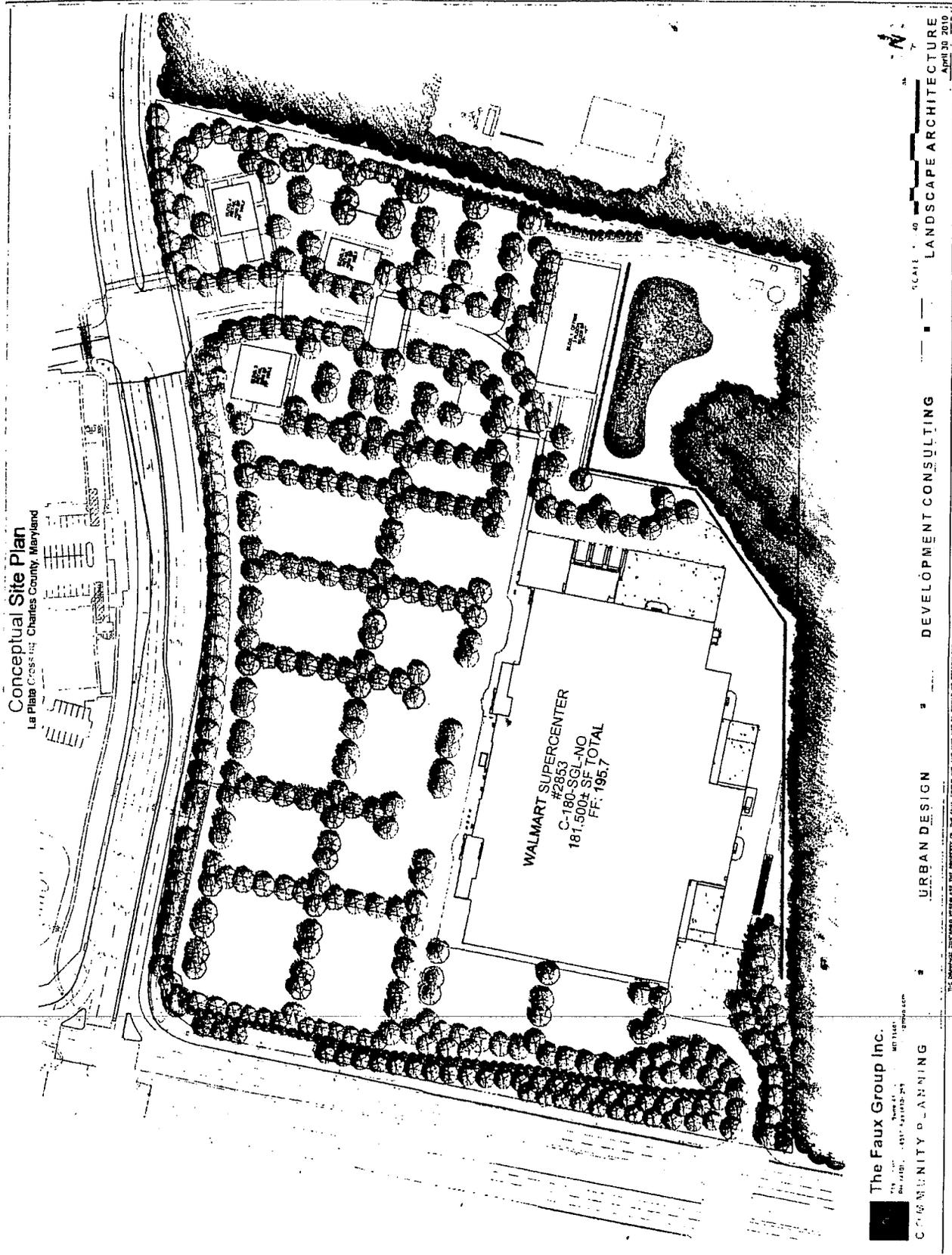
Page 2
Rosewick LTD. Ptnshp

- 15) Southwesterly, 386.77 feet along the arc of a curve deflecting to the left, having a radius of 1,552.00 feet, subtended by a chord bearing and distance of South 75° 48' 31" West 385.77 feet to a point of compound curvature; thence
- 16) Southwesterly, 242.17 feet along the arc of a curve deflecting to the left, having a radius of 1,994.74 feet, subtended by a chord bearing and distance of South 65° 09' 53" West 242.02 feet to a point of tangent; thence
- 17) South 61° 37' 13" West 138.71 feet to a point of curvature; thence
- 18) Southwesterly, 547.79 feet along the arc of a curve deflecting to the right, having a radius of 1,408.95 feet. Subtended by a chord bearing and distance of South 72° 47' 09" West 544.34 feet to a point of tangent; thence
- 19) South 83° 56' 45" West 269.62 feet to a point; thence
- 20) North 63° 22' 40" West 68.67 feet to a point; thence
- 21) North 31° 23' 57" West 60.03 feet to the point and place of beginning

Containing 1,686,014 square feet or 38.7056 acres of land more or less.

EXHIBIT
"F"

Conceptual Site Plan
La Plata Crossing, Charles County, Maryland



WALMART SUPERCENTER
#2855
C-180-SCL-NO
181,500± SF TOTAL
FF: 195.7

The Faux Group Inc.
COMMUNITY PLANNING
URBAN DESIGN
DEVELOPMENT CONSULTING
LANDSCAPE ARCHITECTURE

SCALE: 1" = 40'
April 30, 2019

THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF THE FAUX GROUP INC. AND MAY NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF THE FAUX GROUP INC. ALL DRAWINGS ARE MADE BY MEASUREMENTS IN THE FIELD.

EXHIBIT

"G"

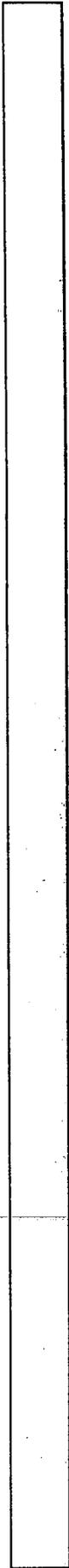
tabbles®

LaPlata Crossing



Applicant's Written Response to
Commercial Highway District
Community Design Guidelines

April 28, 2010



PART I INTRODUCTION

Statement of Purpose

PART II DESIGN GUIDELINES

COMMERCIAL HIGHWAY DISTRICT

- Section A SITE PLANNING
- Section B BUILDING DESIGN
- Section C THE STREETScape
- Section D AMENITIES FOR THE PUBLIC
- Section E VEHICULAR ACCESS & PARKING
- Section F SIGNAGE

PART III APPENDIX

EXHIBIT A WALMART SPECIFIC RESPONSE

STATEMENT OF PURPOSE

**Applicant's Written Response to Commercial
Highway District Community Design
Guidelines:**

The purpose of this document is to illustrate the compliance and compatibility of the proposed LaPlata Crossing Development with the Design Standards dated June 10, 2003.

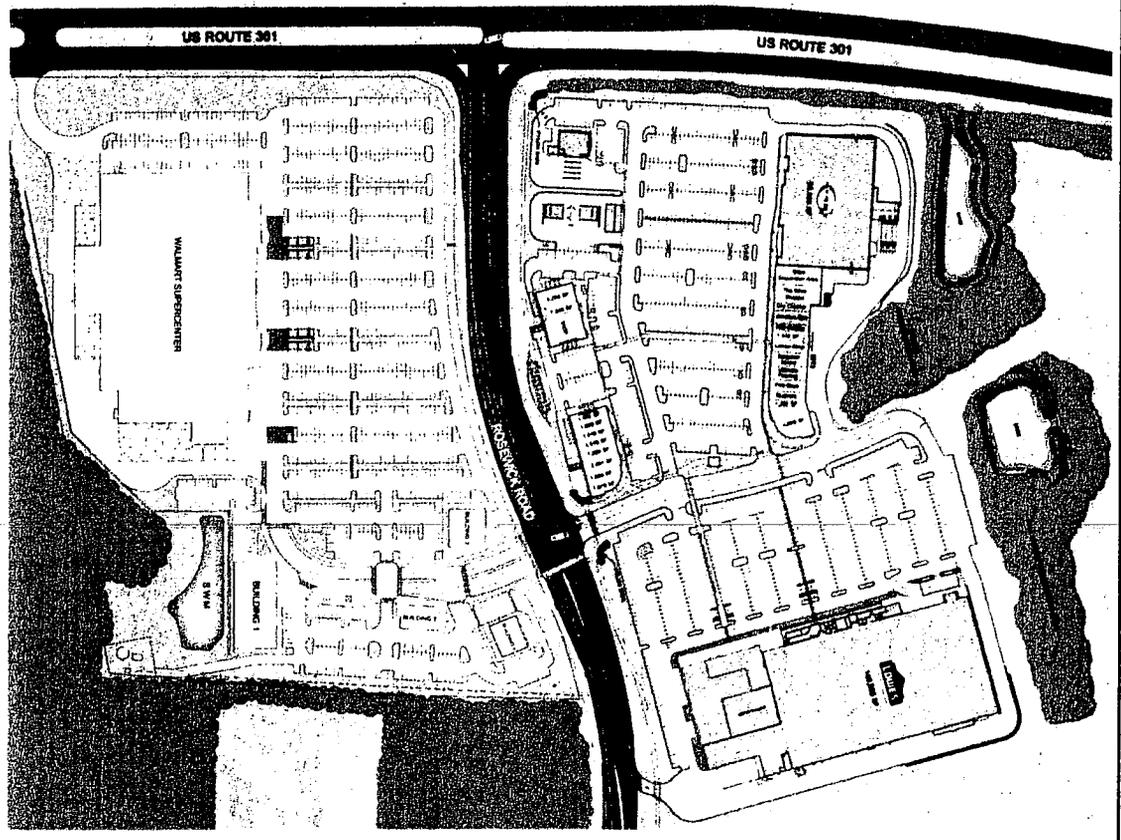
A1 Building Location and Orientation

INTENT:

Intent: To shape community identity through the organized relationship of buildings to the roadway corridor and to each other.

SOLUTION

Buildings are clustered in a campus pattern, facing internal access drives and creating strong street edges. The layout also relates to the adjacent property, Rosewick Crossing. The relationship to the adjacent property reinforces the campus concept through pedestrian and vehicular connectivity.



Clustered buildings and conveniently located and organized areas of parking create a strong relationship at the key intersection with internal access drives, street edge and between the buildings.

A2 Parking Lot Orientation

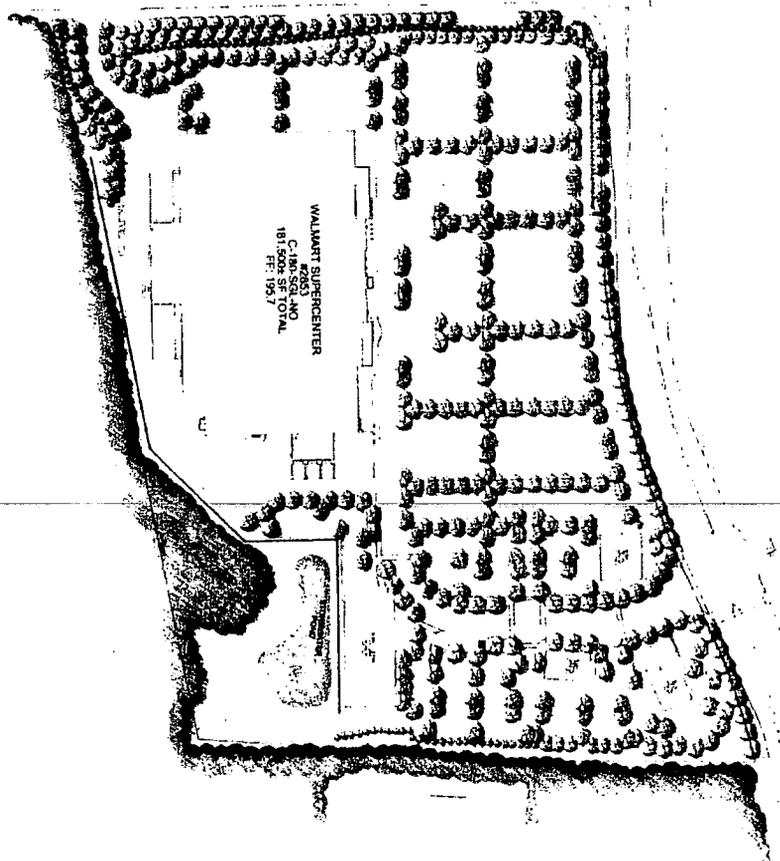
INTENT:

To provide safe, convenient and efficient pedestrian access to commercial buildings.

SOLUTION:

- Parking is located to minimize the separation of building from the roadway, as well as from each other (building to building)..
- Convenient and well defined access is provided from parking to the buildings.

Locating parking to the side and around buildings strengthens the streetscape and allows the building relationship to create an outdoor space between buildings. Landscape and sidewalk arrangement relative to the parking areas and buildings reinforces the pedestrian access to the buildings.



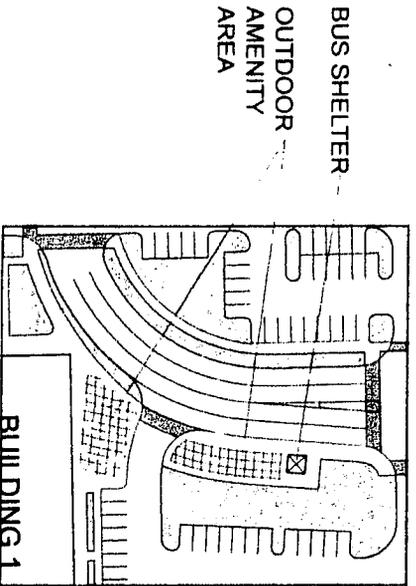
A3 Open Space and Central Features

INTENT:

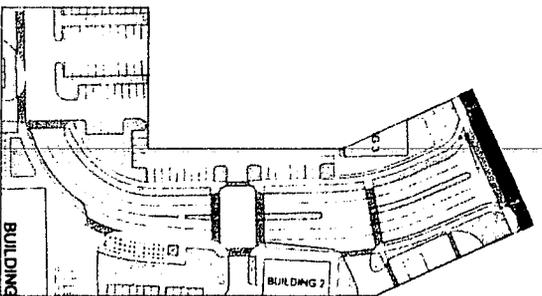
To develop public open spaces as central features that promote a visually pleasing, safe, and active environment for workers, residents and visitors.

SOLUTION:

- Attractive and inviting pedestrian-scale features, spaces and amenities are part of the design of buildings and site development.
- Public open spaces including plazas and open activity areas are incorporated into the site plan in response to the unique layout and configuration of the development.
- Pedestrian enhancements and special features such as furniture, walls, decorative lighting are included to enhance the overall sense of place.



Public open space between and connecting buildings



Outdoor activity area plazas connected by a pedestrian friendly sidewalk thru a covered structure provides nice places for people to walk and relax in a campus like setting.

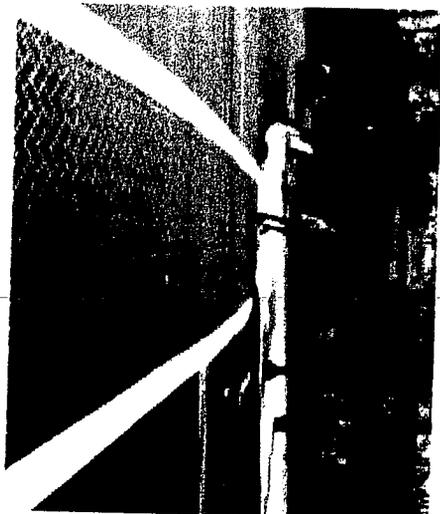
A4 Pedestrian Flow

INTENT:

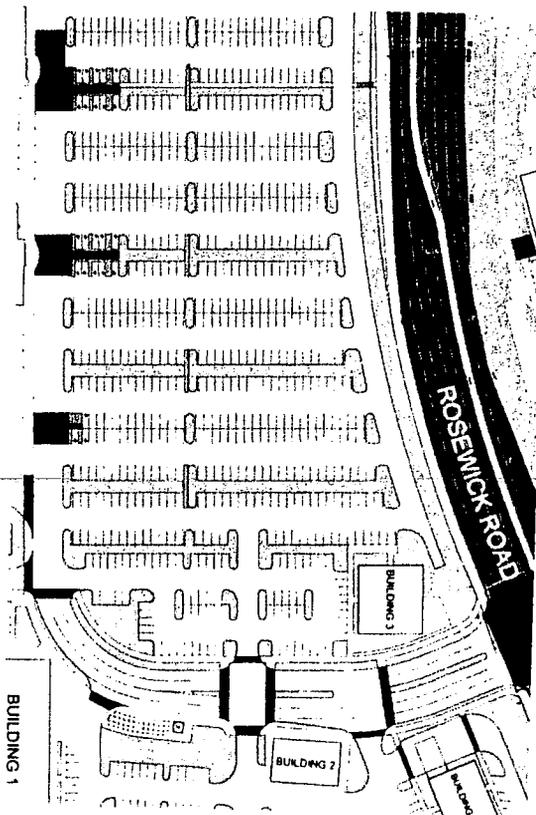
To create opportunities for connections between the Commercial Highway District and adjacent residential neighborhoods.

SOLUTION:

- Internal pedestrian walkways are provided from the public sidewalk along Rosewick Road into the development and to the building customer entrances.
- Focal points are provided at key locations including a proposed transit stop and along building entrances.
- Gabled roof covered pavilion acts as one of the focal points along the pedestrian way.
- Walkways greater than 5' wide are provided along the building customer entrance building facades.
- Pedestrian walkways are distinguished from driving surfaces through the use of a decorative scored concrete, striping, or asphalt pattern.
- A system of internal pedestrian circulation connects all reasonable points of the development and adjacent areas.

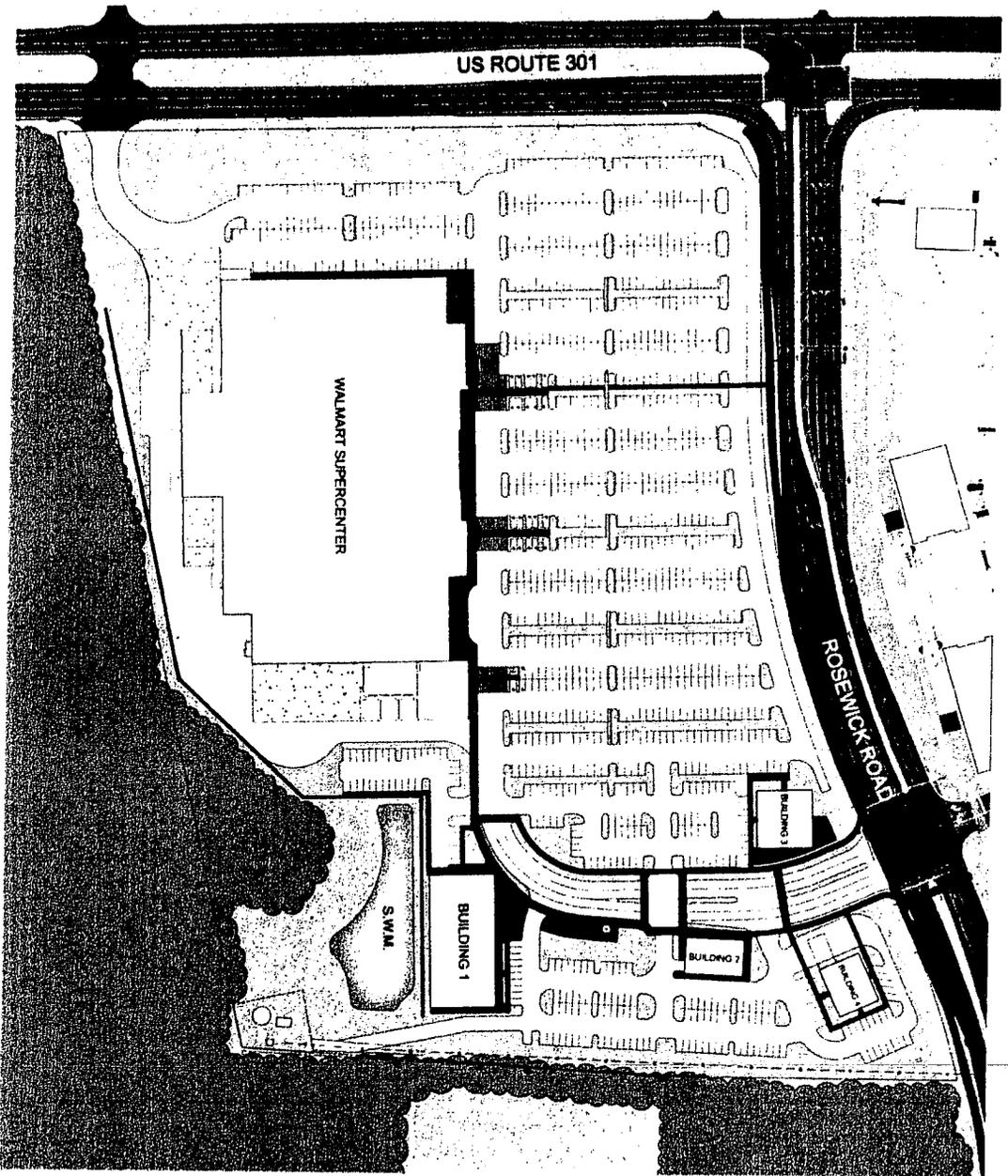


Decorative patterns define a clear pedestrian path through vehicular areas



Special decorative paving areas and marked pedestrian zones.

A4 Pedestrian Flow (continued)



Internal pedestrian walkways (identified in red) connect the building entrances and also provide a link to adjacent areas

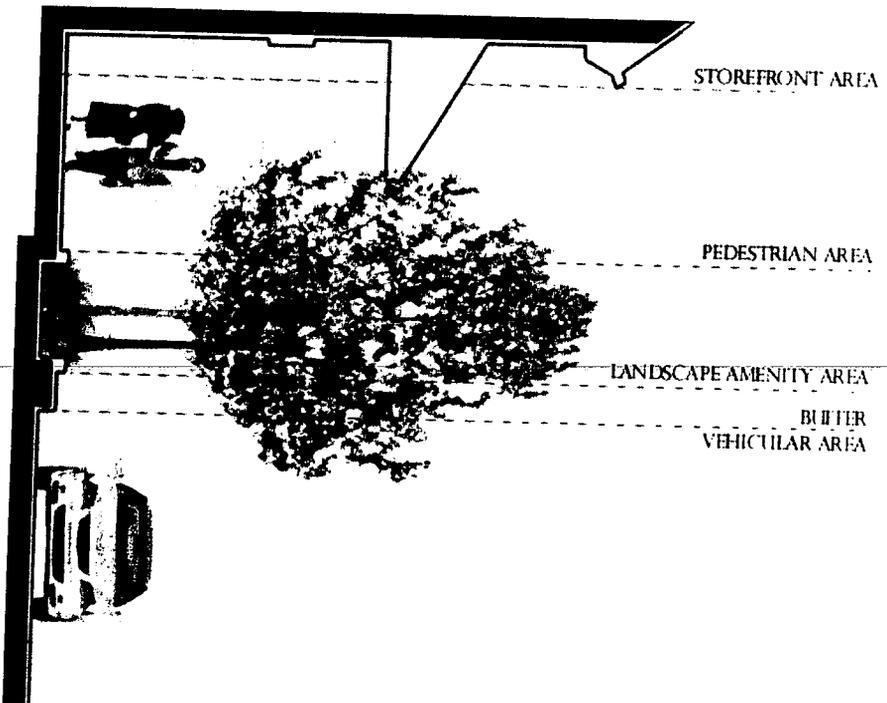
A5 Landscaping

INTENT:

To enhance the building, site and highway corridor with generous landscaping, including special paving, planters, trellises, and site furniture, as well as living plant material.

SOLUTION:

- Entries are emphasized with special planting in conjunction with decorative wall features and lighting.
- Strong landscape elements including mature trees are provided.
- Special features including landscape walls and outdoor activity areas are included.
- Landscape element features are provided to soften and screen areas of the buildings.
- Low planters are incorporated in the sidewalk and plaza activity areas.
- The plant list includes plants for year round interest, low maintenance and low water demand and utilizes species native to the area.
- Private property landscaping is coordinated with public right of way trees.
- Storm water management is designed to minimize the impact on the site features.
- Landscaping buffering and screening will be maintained.



Decorative facade elements and coverings are coordinated with pedestrian sidewalks, landscaping and lighting at the main entrances.

A5 Landscaping (continued)

TREES

Abbreviation	Scientific Name	Common Name	Size	Spacing	Comments
AG	Acer griseum	Paperbark Maple	2 - 2 1/2" cal.	as shown	
AGF	Acer ginnala 'Flame'	Flame Amur Maple	2 - 2 1/2" cal.	as shown	
AL	Amelanchier laevis	Allegheny Serviceberry	2 - 2 1/2" cal.	as shown	
ATW	Acer truncatum v. Warren Red	Shantung Maple v. Warren Red	2 - 2 1/2" cal.	as shown	
BNH	Betula nigra 'Heritage'	Heritage River Birch	2 - 2 1/2" cal.	as shown	Multi-stemmed
GTI	Gleditsia triacanthos v. inermis	Thornless Honey Locust	2 - 2 1/2" cal.	as shown	
QP	Quercus phellos	Willow Oak	2 - 2 1/2" cal.	as shown	
ZS	Zelkova serrata 'Green Vase'	Green Vase Japanese Zelkova	2 - 2 1/2" cal.	as shown	
JV	Juniperus virginiana	Eastern Redcedar	8' Ht.	6' on center	
JVS	Juniperus virginiana 'Skyrocket'	Skyrocket Eastern Redcedar	4' Ht.	3' on center	

SHRUBS AND GRASSES

Abbreviation	Scientific Name	Common Name	Size	Spacing	Comments
BJ	Berberis julianae	Wintergreen Barberry	5 gal. cont.	as shown	
BTC	Berberis thunbergii 'Atro Purpurea'	Crimson Pygmy Barberry	5 gal. cont.	as shown	
CAR	Clethra alnifolia 'Ruby Spice'	Ruby Spice Summersweet Clethra	5 gal. cont.	as shown	
EP	Enkianthus perulatis	White Enkianthus	5 gal. cont.	as shown	
ICH	Ilex crenata 'Helleri'	Helleri Japanese Holly	5 gal. cont.	as shown	
ICK	Impatiens cylindrica 'Koenigii'	Red Baron Japanese Bloodgrass	3 gal. cont.	as shown	
IGS	Ilex glabra 'Shamrock'	Shamrock Inkberry Holly	5 gal. cont.	as shown	
IXA	Ilex x attenuata	Foster's Holly	5 gal. cont.	as shown	
LID	Lagerstroemia indica 'Dynamite'	Dynamite Grape Myrtle	7 gal. cont.	as shown	Multi-stemmed
PLS	Prunus laurocerasus 'Schipkaensis'	Cherry Laurel	24" - 30" ht.	as shown	
PVB	Panicum virgatum 'Blue Prairie Sky'	Blue Prairie Sky Switch Grass	3 gal. cont.	as shown	

The plant list includes plants for year round interest, low maintenance and low water demand and utilizes species native to the area

A5 Landscaping (continued)

PLANT MATERIAL

AND 4-10-11-11

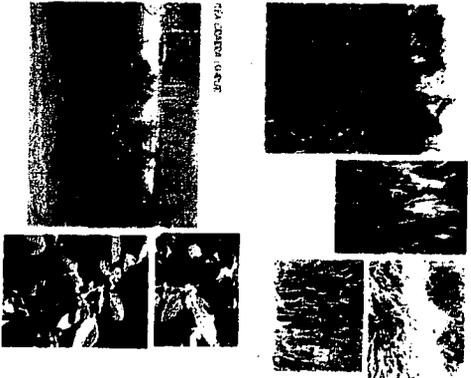


PLANT MATERIAL



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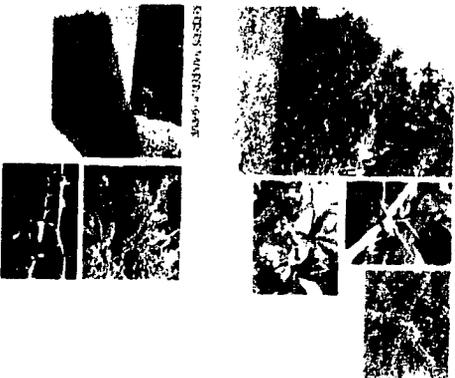


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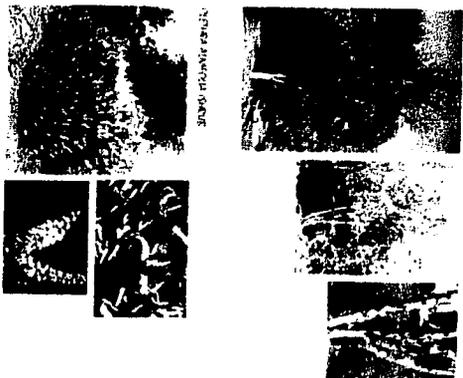


PLANT MATERIAL

AND 4-10-11-11



PLANT MATERIAL



A6 Landscape Buffer Yard

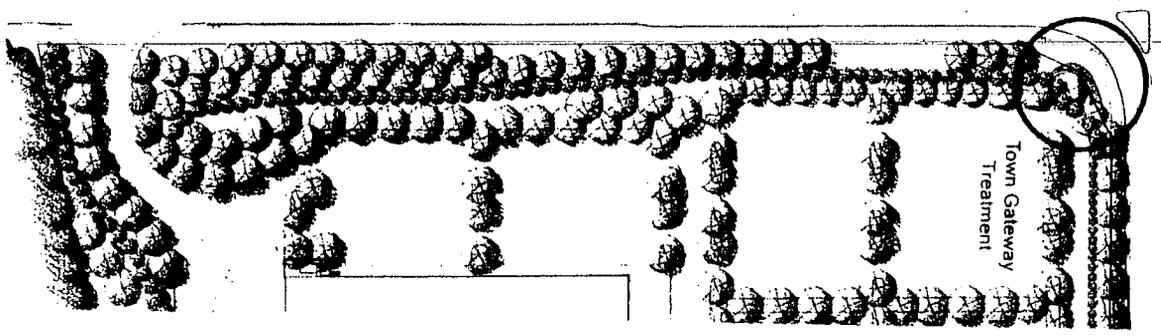
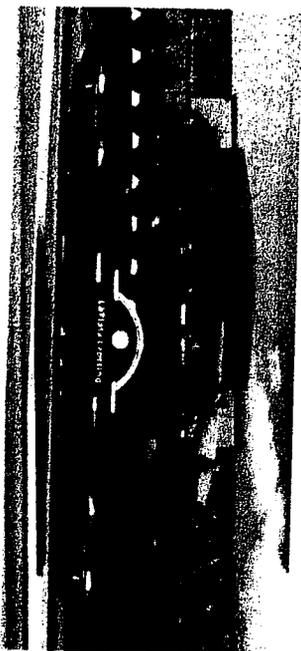
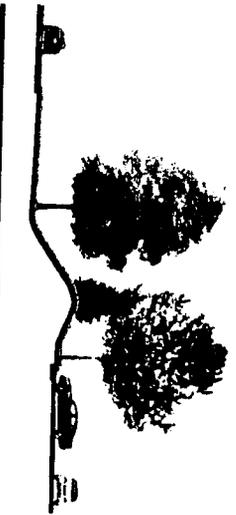
INTENT:

To identify and distinguish the Commercial Highway district as an important gateway to the Town and path to the historic Town Center, framed by an avenue of trees and shrubs.

To develop a clustered "campus" pattern that includes extensive landscaping to enclose spaces, fragment large areas of parking, and provide seasonal interest and color.

SOLUTION:

- A landscape buffer yard is provided between the edge of the public right of way and the building setback.
- Planting for the landscape buffer yard includes a combination of canopy trees, under story trees, evergreen trees, shrubs and groundcovers as well as annual and perennial flowers for seasonal interest.



A7 Lighting

Hagerstown (T03) Specification Sheet

INTENT:

To provide a sense of security, assuring safe and comfortable walking along streets and through parking areas. To ensure that site lighting contributes to the character and promotes the activities of the businesses in the highway corridor.

SOLUTION:

- Decorative pedestrian scale light poles with a maximum height of 16' arc used to reinforce a sense of place with consistent style, design, size and color throughout the development.



Project Name: _____ Location: _____
 Fixture Type: _____ Catalog No. _____

MFG: Hagerstown

Ordering Guide

Example T03 A C B A 1 A 3 N D 70S E

Product Code	Description
A	Decorative Pole
B	Decorative Pole
C	Decorative Pole
D	Decorative Pole
E	Decorative Pole
F	Decorative Pole
G	Decorative Pole
H	Decorative Pole
I	Decorative Pole
J	Decorative Pole
K	Decorative Pole
L	Decorative Pole
M	Decorative Pole
N	Decorative Pole
O	Decorative Pole
P	Decorative Pole
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BS	Decorative Pole
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BV	Decorative Pole
BW	Decorative Pole
BX	Decorative Pole
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CB	Decorative Pole
CC	Decorative Pole
CD	Decorative Pole
CE	Decorative Pole
CF	Decorative Pole
CG	Decorative Pole
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RW	Decorative Pole
RX	Decorative Pole
RY	

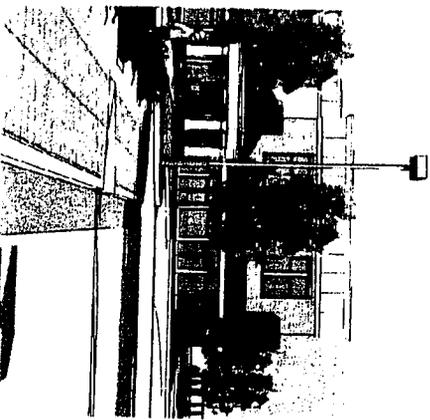
A7 Lighting (continued)

INTENT:

To provide a sense of security, assuring safe and comfortable walking along streets and through parking areas. To ensure that site lighting contributes to the character and promotes the activities of the businesses in the highway corridor.

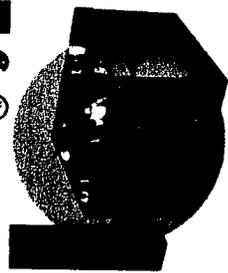
SOLUTION:

- Adequate functional lighting with maximum 35' light poles provides a sense of security in the walking and parking areas, buildings, crosswalks and other areas of pedestrian /vehicular interaction.



SQUARE LUMINAIRES

MAGNUSQUARE® II - MSV
FLAT AND CONVEX



Ordering Information Example: MSV A 1000H P 5 2 R4

Features
Square, one piece formed aluminum housing is completely sealed to keep contaminants and moisture out.
Door: Flat glass model; feature an extruded aluminum frame with silicone gasketing and Hubbell Gard® hardware. Convex glass models use formed doors secured with Hubbell Gard® hardware. Both door assemblies are hinged on the top edge with flat and convex glass models feature multi-ported segmented panels. Flat glass models feature a standard door handle. Convex glass models feature a door handle with a 3" diameter. The standard optic is available in Type I, III, IV and V square distributions. Invertible in 90° increments.
Mounting Extruded aluminum arm for pole mounting available. Mounting CWA type ballast, 60 Hz, 100W, starting rated at 207 (407 MP) lamp input. Magna potential socket, pole rated with sunned, loaded nickel plated center contact and reinforced lamp grip screw shell.
Optic: Double textured (DTC) thermoplastic polyester powder paint finish. UV and CSA listed for wet location.

Ordering Information Example: MSV A 1000H P 5 2 R4

MSV	A	1000H	P	5	2	R4
-----	---	-------	---	---	---	----

Ordering Information	Example	MSV	A	1000H	P	5	2	R4
Model	MSV							
Optic System	Optic							
Mounting	M							
Arm Mount (arm not included)	A1							
Order Separately?	MSV							
Wavelength	W							
Material	M							
Color	C							
Finish	F							
Height	H							
Width	W							
Depth	D							
Weight	WT							
Power	P							
Voltage	V							
Frequency	F							
Ballast	B							
Socket	S							
Mounting	M							
Arm Mount	A							
Order Separately?	MSV							
Wavelength	W							
Material	M							
Color	C							
Finish	F							
Height	H							
Width	W							
Depth	D							
Weight	WT							
Power	P							
Voltage	V							
Frequency	F							
Ballast	B							
Socket	S							
Mounting	M							
Arm Mount	A							
Order Separately?	MSV							
Wavelength	W							
Material	M							
Color	C							
Finish	F							
Height	H							
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Depth	D							
Weight	WT							
Power	P							
Voltage	V							
Frequency	F							
Ballast	B							
Socket	S							
Mounting	M							
Arm Mount	A							
Order Separately?	MSV							
Wavelength	W							
Material	M							
Color	C							
Finish	F							
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Voltage	V							
Frequency	F							
Ballast	B							
Socket	S							
Mounting	M							
Arm Mount	A							
Order Separately?	MSV							
Wavelength	W							
Material	M							
Color	C							
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Frequency	F							
Ballast	B							
Socket	S							
Mounting	M							
Arm Mount	A							
Order Separately?	MSV							
Wavelength	W							
Material	M							
Color	C							
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Ballast	B							
Socket	S							
Mounting	M							
Arm Mount	A							
Order Separately?	MSV							
Wavelength	W							
Material	M							
Color	C							
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Ballast	B							
Socket	S							
Mounting	M							
Arm Mount	A							
Order Separately?	MSV							
Wavelength	W							
Material	M							
Color	C							
Finish	F							
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Order Separately?	MSV							
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Wavelength	W							
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Order Separately?	MSV							
Wavelength	W							
Material	M							
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Finish								

COLONNADE

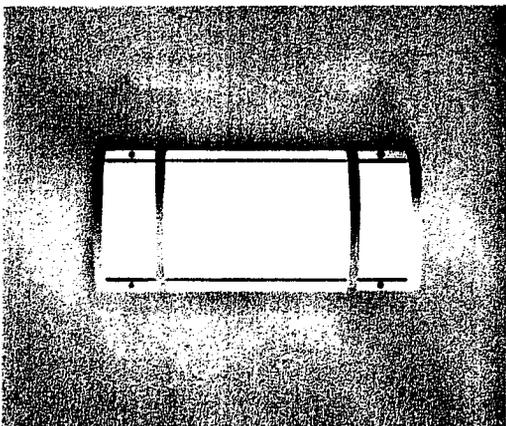
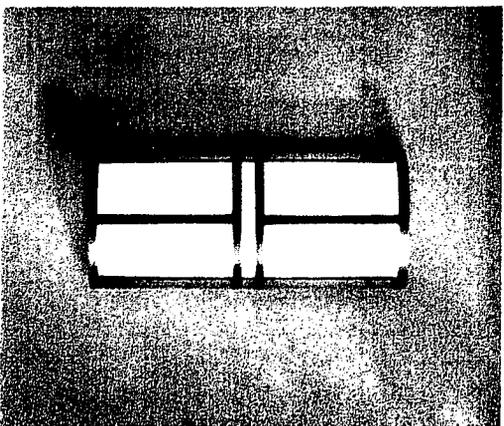
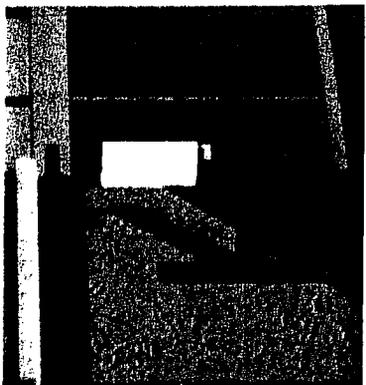
A7 Lighting (continued)

INTENT:

To provide a sense of security, assuring safe and comfortable walking along streets and through parking areas. To ensure that site lighting contributes to the character and promotes the activities of the businesses in the highway corridor.

SOLUTION:

- Decorative wall mounted light fixtures are integrated into the exterior building design and provide additional pedestrian scale and decoration in addition to accent lighting.



OW1010

OW1012

OW1011

OW1015

VISA LIGHTING

Wall sconce light fixture as shown or equal

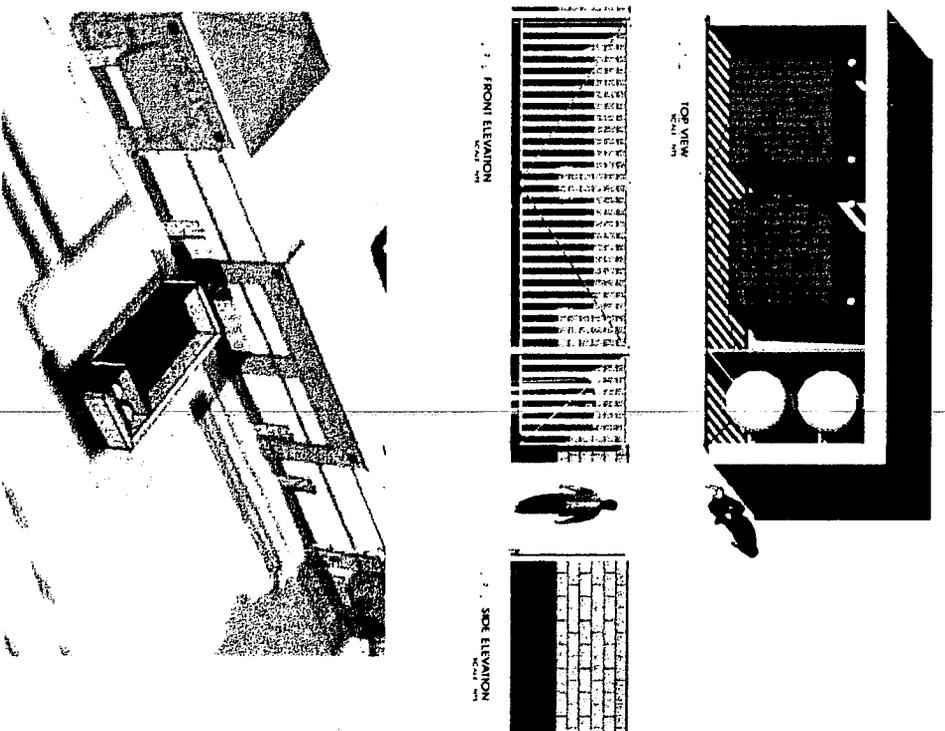
A8 Screening

INTENT:

To reduce the adverse visual impact of service, loading and trash storage areas.

SOLUTION:

- Services areas for trash collection, loading docks and equipment are located at the rear of the buildings.
- Permanent walls, gates and landscape screen service, loading and trash collection areas from view.
- Design and materials of enclosures are coordinated with the primary structure architecture.
- Non enclosed areas for storage and sale of seasonal inventory is defined with a combination of walls and or fences that are coordinated with the design, materials and colors of the building.



Sample trash enclosures

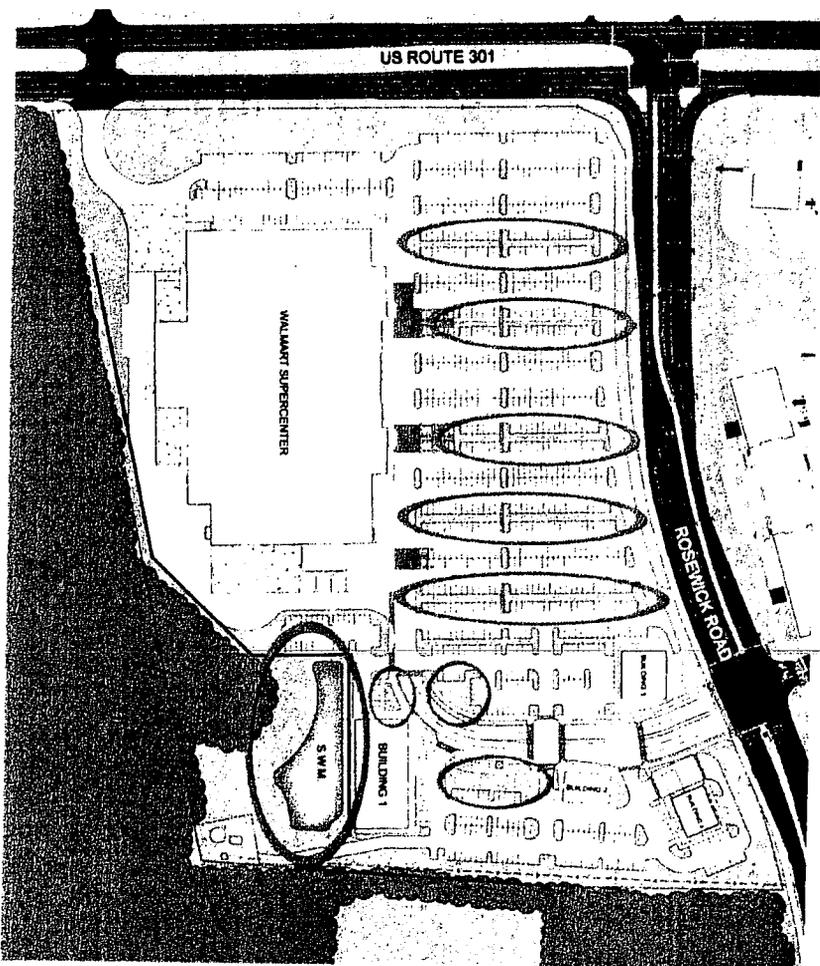
A9 Storm water Management

INTENT:

To encourage developers and property owners to design natural storm water management systems, such as wet ponds, and integrate them as amenity features of the development.

SOLUTION:

- Storm water management ponds are integrated into the existing natural areas of site to maintain natural and undeveloped areas.



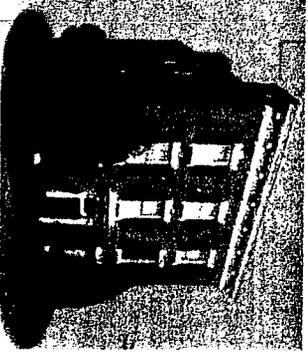
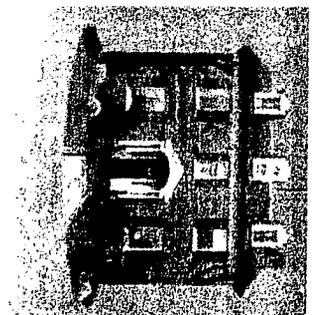
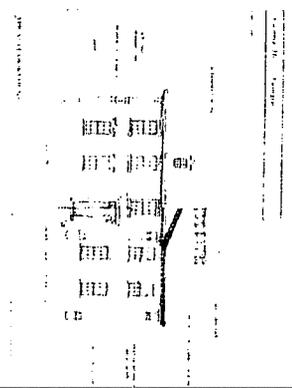
B1 Surrounding Context

INTENT:

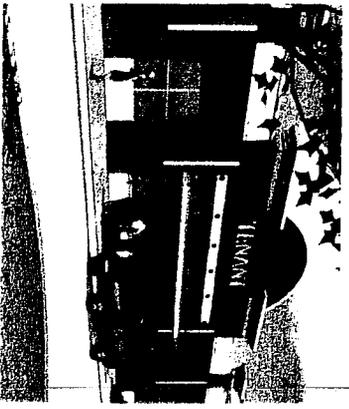
To ensure that infill and new development is compatible with the context of adjacent or nearby buildings and neighborhoods.

SOLUTION:

- A sense of place and design theme is established by incorporating design elements and materials common to the Southern Maryland vernacular included standing seam metal roofs, masonry, decorative classical style molding and trim, cornice lines, proportions and massing.
- The design theme and building materials are coordinated throughout the development including the anchor or main buildings and out parcel buildings.



Reference for historic elements



Sample building design incorporating historic elements

B2 Transition Between Commercial and Residential Uses

INTENT:

To ensure compatibility and distinction between the more intensive uses of the Commercial Highway corridor and the lower intensity uses of adjacent residential neighborhoods

SOLUTION:

- Not Applicable. No adjacent residential uses.

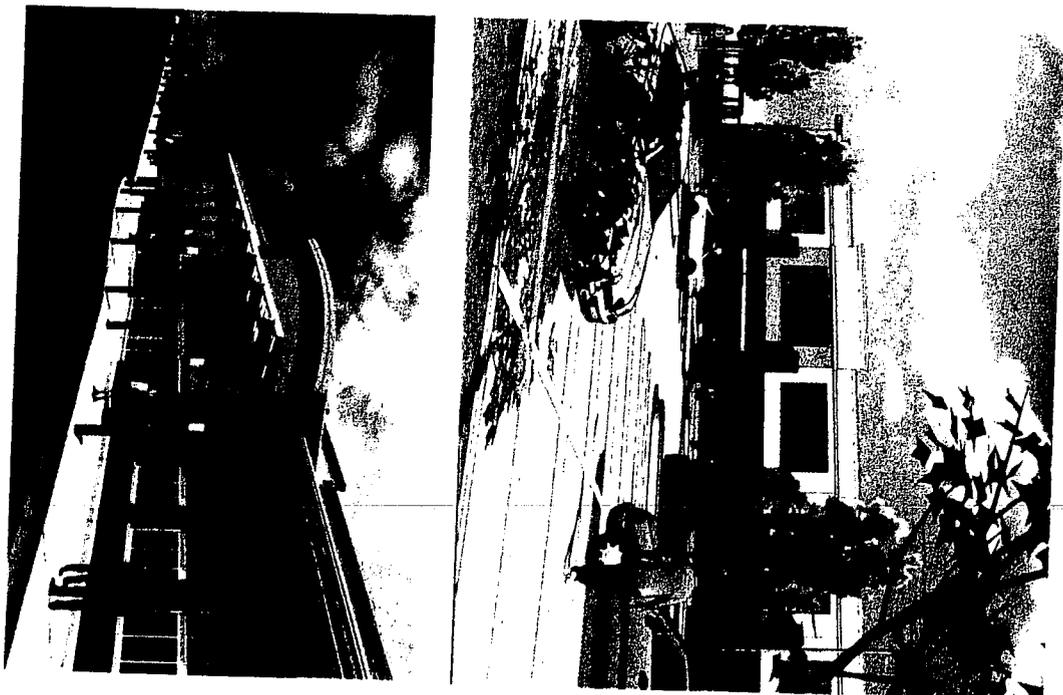
B3 Massing

INTENT:

To create well-proportioned buildings with a coherent architectural concept that exhibits forms and features that reflect the functions contained within the building.

SOLUTION:

- The apparent bulk of the buildings are reduced by providing a clearly delineated base, middle and top.
- Variety and interest in the design of the building facade is provided through the use of rhythm pattern and proportion as part of a coherent whole.
- A variety of roof heights and forms articulate different areas and uses.
- Construction materials, roofs, entrances and details are integrated to achieve a coherent composition.



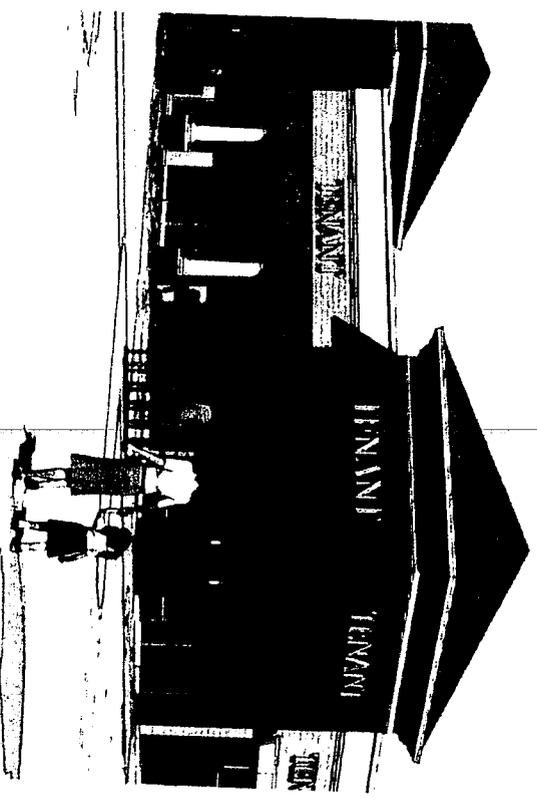
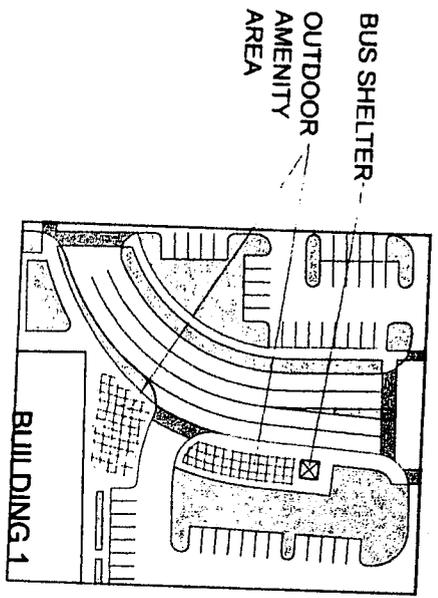
B4 Corner Buildings

INTENT:

To use distinctive buildings to create defined and active intersections and focal points that stimulate human interest, comfort and use throughout the highway corridor.

SOLUTION:

- Outdoor activity areas are located at the building corners which are defined with design elements including varying building height, large ground level windows, awnings, signs and prominent pedestrian entrances.



Amenity areas at active intersections of pedestrian activity.

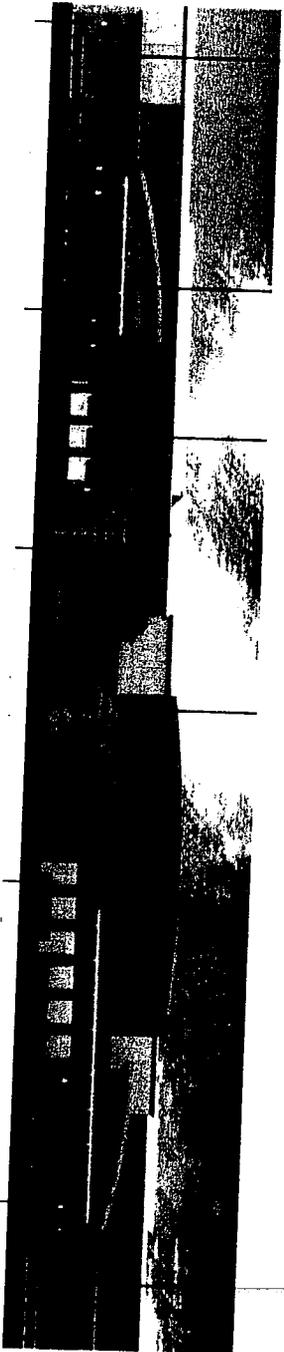
B5 Multiple Entrances

INTENT:

Multiple building entrances reduce walking distances from cars, facilitate pedestrian and bicycle access from public sidewalks, and provide convenient, easy access to individual stores.

SOLUTION:

- Multiple entrances are provided at the anchor tenant store to reduce walking distances from cars and also serves to offer a more pedestrian scale facade.



Multiple entrances at the anchor store provides a variety of store access points.

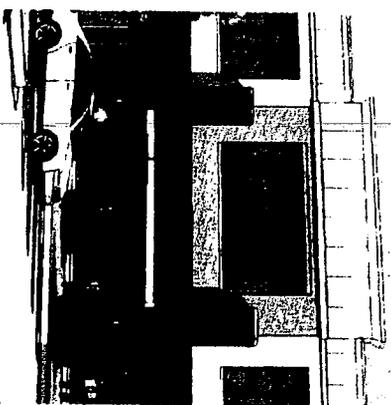
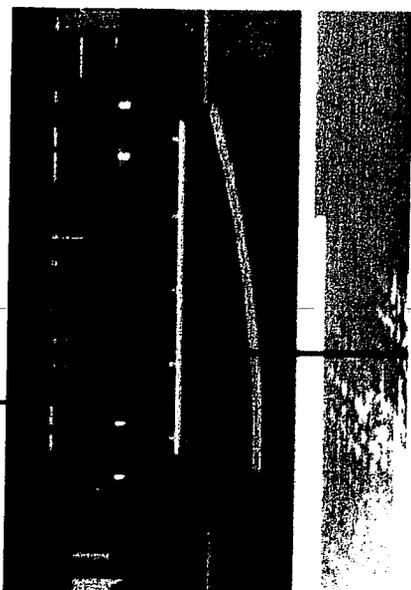
B6 Prominent Entrances

INTENT:

To promote pedestrian comfort, safety and orientation through building entrances that are inviting, logical, easily identifiable and accessible, and clearly visible from streets, parking lots and sidewalks.

SOLUTION:

- The buildings are oriented to present the primary facade toward the frontage with the highest pedestrian activity and the principal entrance is in full view.
- The primary entrance is distinguished through the use of special treatments including overhangs, canopies, ornamentation and massing.
- Open space and location of pedestrian amenities are designed to avoid the creation of isolated areas and to maintain lines of sight to other areas and features of the project development.



Special treatments emphasize the entrance features.

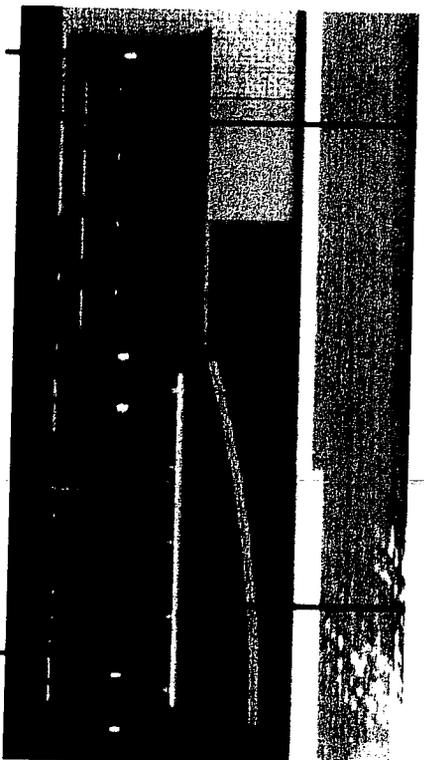
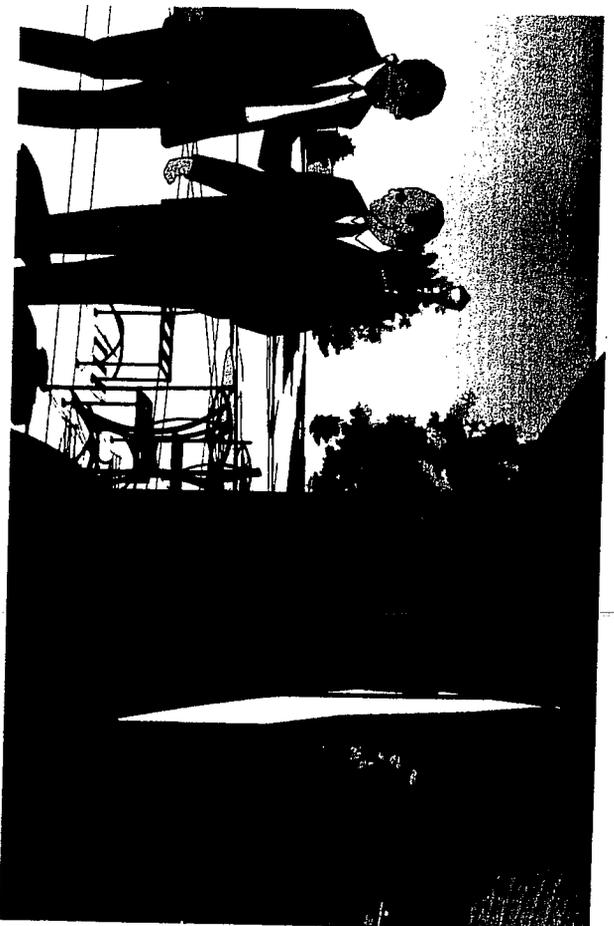
B7 Façade Transparency

INTENT:

To enliven the pedestrian environment through visual and physical connections between activities inside and outside the building.

SOLUTION:

- The sidewalk level façade is articulated with a variety of building materials and textures, scale and massing, entrances, clear glass merchandising and display areas to promote and encourage pedestrians to peer into the building interior.
- Sidewalk patterns align with the major building features to draw a connection between the building interior and exterior pedestrian circulation spaces and outdoor site amenities.
- Outdoor site amenities also provide a visual link and interest from inside the building spaces back out the exterior pedestrian zone.



Storefront glass, sidewalk patterns and amenities reinforce the connection between inside and out.

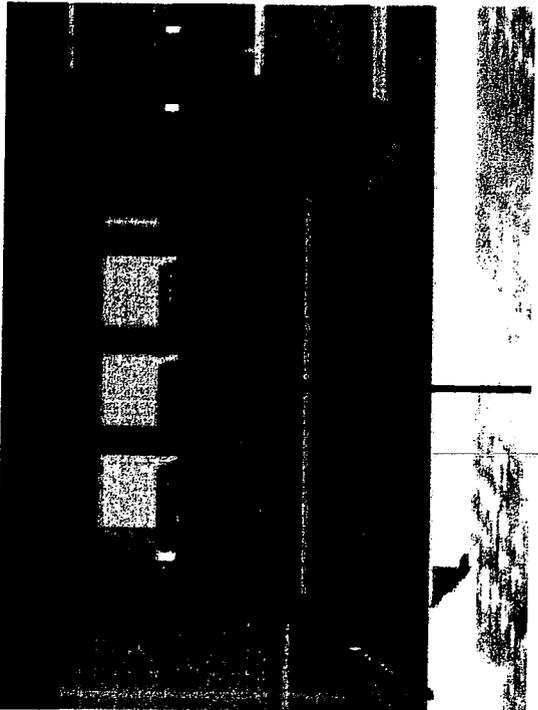
B8 Blank Walls

INTENT:

To provide active, attractive walls facing adjacent streets, parking areas, sidewalks and residential neighborhoods.

SOLUTION:

- Exterior building materials, color palette, texture and design elements including roof form, belt courses, piers, cornice lines, moldings, awnings and other elements continue the design theme, rhythm mass and scale of the building design through portions of walls which have few entries or windows to enhance pedestrian safety, comfort and visual interest..



Sample facade treatment to provide interest and variety to avoid blank walls.

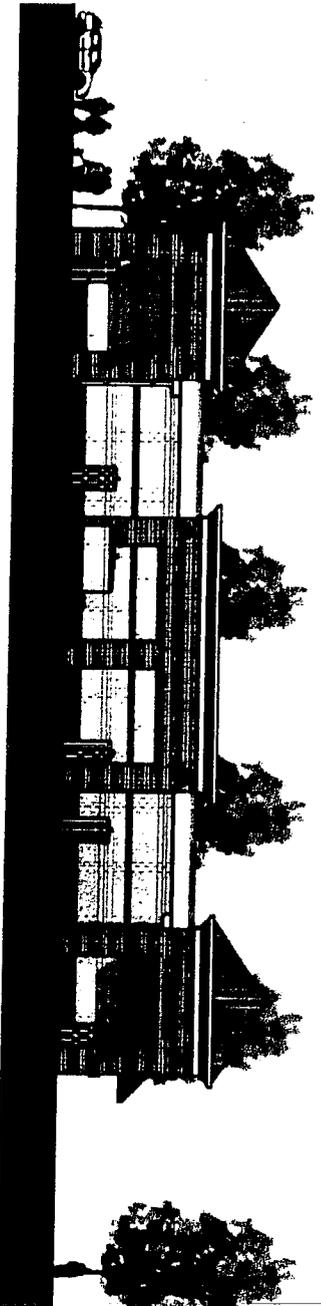
B9 Rear Facades

INTENT:

To reduce the impact of unattractive views of blank walls, loading and storage areas, mechanical units and trash collection.

SOLUTION:

- Exterior building materials and color palette are carried around the sides of the buildings including belt courses of different color and texture in order to provide an attractive wall facing adjacent areas.
- Out parcel buildings along Rosewick road include building mass and feature elements on all four sides of the building to that carry the building design, theme and rhythm to all adjacent areas.



Building materials, colors, belt course and trim continue along the rear façade.

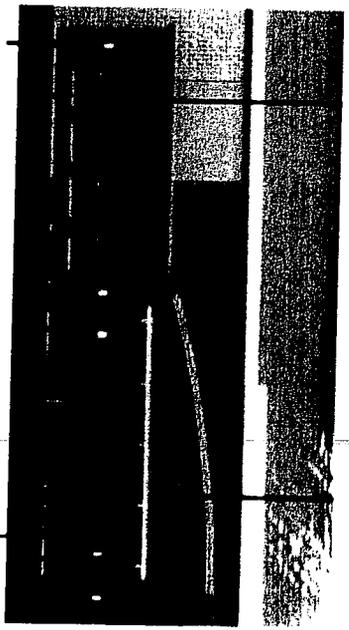
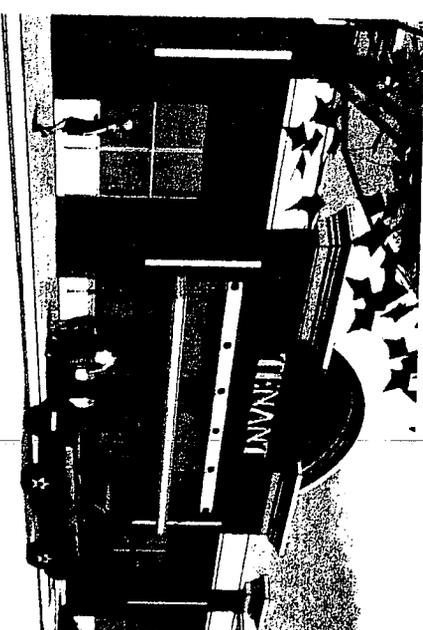
B10 Roof Form

INTENT:

To ensure that roof lines present a distinct profile and appearance for the building and enhance the character of the highway corridor.

SOLUTION:

- A variety of roof lines are incorporated to add interest to and reduce the massive scale of large buildings.
- Common roof shapes, surface materials and color are provided as an integrated design theme.
- Projecting cornices and other architectural features are included to create a prominent edge to flat roof area
- A variety of roof and flat roof cornice treatments are provided to avoid long uninterrupted expanses.



A variety of roof forms provide a complimentary theme carried throughout the buildings.

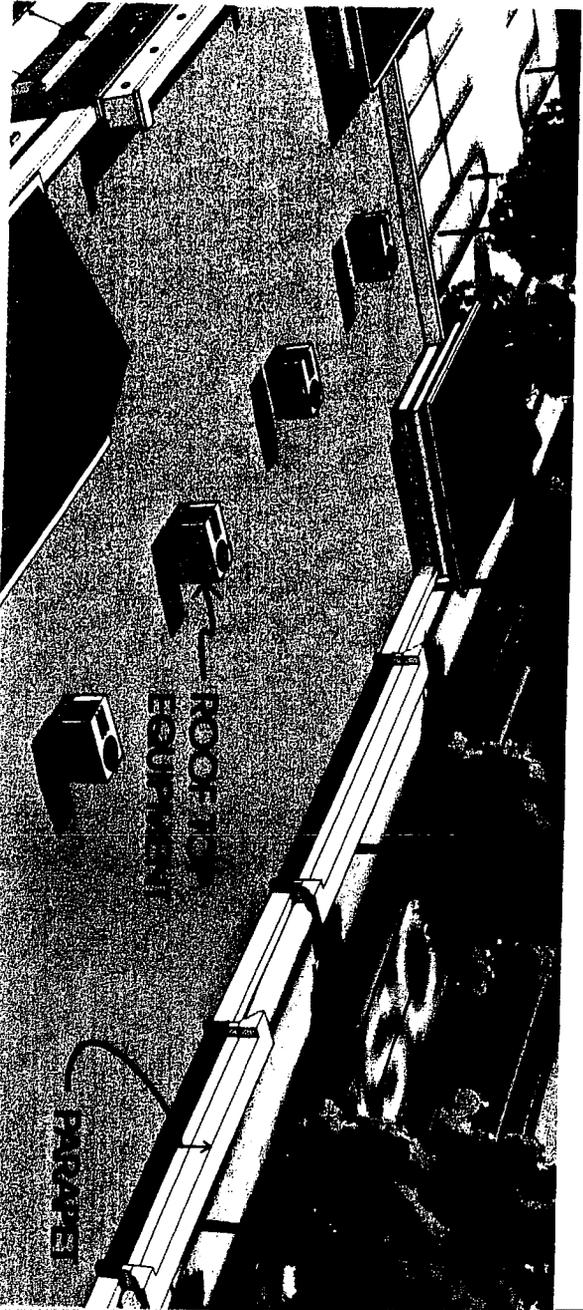
B11 Screening Rooftop Equipment

INTENT:

To screen views of rooftop mechanical and communications equipment from the ground level of nearby streets and residential areas.

SOLUTION:

- Extended parapets and other permanent roof forms are provided as integral parts of the building facades in order to screen roof top mounted equipment.



Perimeter wall parapets and decorative roof elements screen roof top equipment.

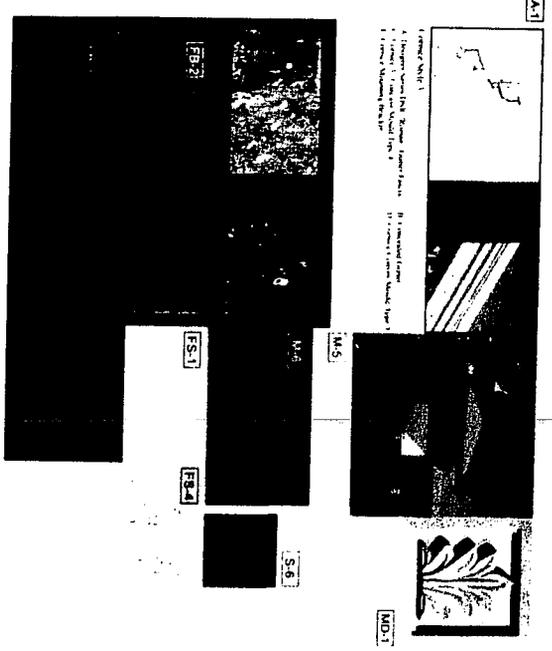
B12 Building Materials

INTENT:

To encourage the use of high-quality, permanent and compatible materials that will upgrade the visual image of the highway corridor.

SOLUTION:

- High quality materials including brick, decorative block, wood appearance, siding, stucco, and cast stone are used to reflect the Town's traditional main street character.
- Building materials are arranged and applied to the building design to reinforce the scale, mass and rhythm of the overall design theme creating both a unity of theme and a variety of visual interest.
- Natural building material and neutral earth tone colors are used along in a variety of light, medium and dark tones and with accents to provide continuity and variety of design.



EXTERIOR FINISH SCHEDULE

COLOR	MATERIAL	MANUFACTURER
WHITE 1	FS-1 EIFS P-1 PAINT MO-1 MEDALLION	DRYVIT PAINT COLOR TO MATCH FS-1 PINK APRIL STONE SOUTHERN ALUMINUM FINISH
RED 2	FB-2 BRICK BL-2 BLOCK A-2 AWNING	GL EN GERY BRICK EXTRUDED SERIFS COLOR MOUNTAIN ROSL FIELD VYRN COLOR YBP 92 TEXTURE SPULLAGE SUNBRETTA STYLE JET1 COLOR BURGAMAY
DARK RED 3	FB-3 BRICK BL-3 BLOCK	GLENN GERY BRICK EXTRUDED SERIFS COLOR BAYWOOD IRM DORR COLOR YBP 23 TEXTURE SHOT BLAST
BEIGE 4	FS-4 EIFS FB-4 BRICK SD-4 SIDING P-4 PAINT	DRYVIT BRICK TEXTURE SANDBLAST IRM GLENN GERY BRICK EXTRUDED SERIFS COLOR BEIGE JAMES HARDIE SIDING PRODUCTS HARDORJAK LAP SIDING SMOOTH TEXTURE COLOR TO MATCH EIFS PAINT
GREEN 5	A-5 AWNING M-5 METAL	SUNBRETTA STYLE JESS COLOR ALPINE ATMS PAC CLAD STANDARD COLOR MUSKEL GRAY
GRAY 6	M-6 METAL	

EXTERIOR FINISH SCHEDULE

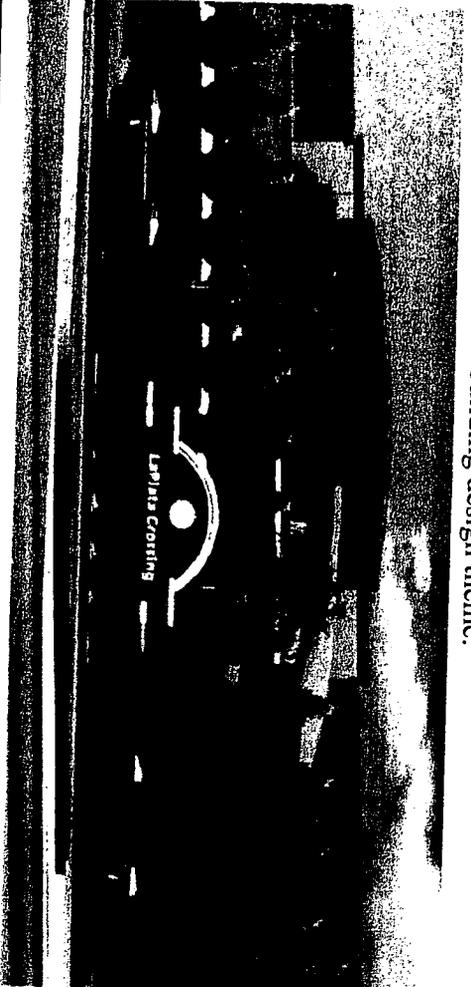
B13 Fences and walls

INTENT:

To create attractive, permanent site features that contribute to the character and visual quality of the highway corridor.

SOLUTION:

- A combination of fence, wall and sign feature are integrated into the landscape at the main entrances at 301 and Rosewick Road and at the drive aisle entrance at Rosewick Road.
- The wall/fence/sign/landscape features are designed to maintained clear sight lines, accent the entrance areas, provide identity and reinforce the project design theme, and provide directional assistance to the visiting public.
- Materials, form and detail used for the fence/wall features are coordinated to reflect the building design theme.



C1 Pedestrian Interaction

INTENT:

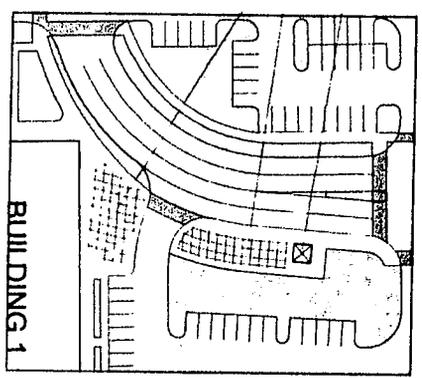
To create sidewalk level spaces and activities that are safe, comfortable, welcoming and open to the general public.

SOLUTION:

- Several outdoor activity areas are designed into the project and include special architectural treatment, wide sidewalk areas, site amenities and landscape treatment to create spaces for pedestrian oriented activities such as vending, resting, sitting or dining.



BUS SHELTER
OUTDOOR
AMENITY
AREA



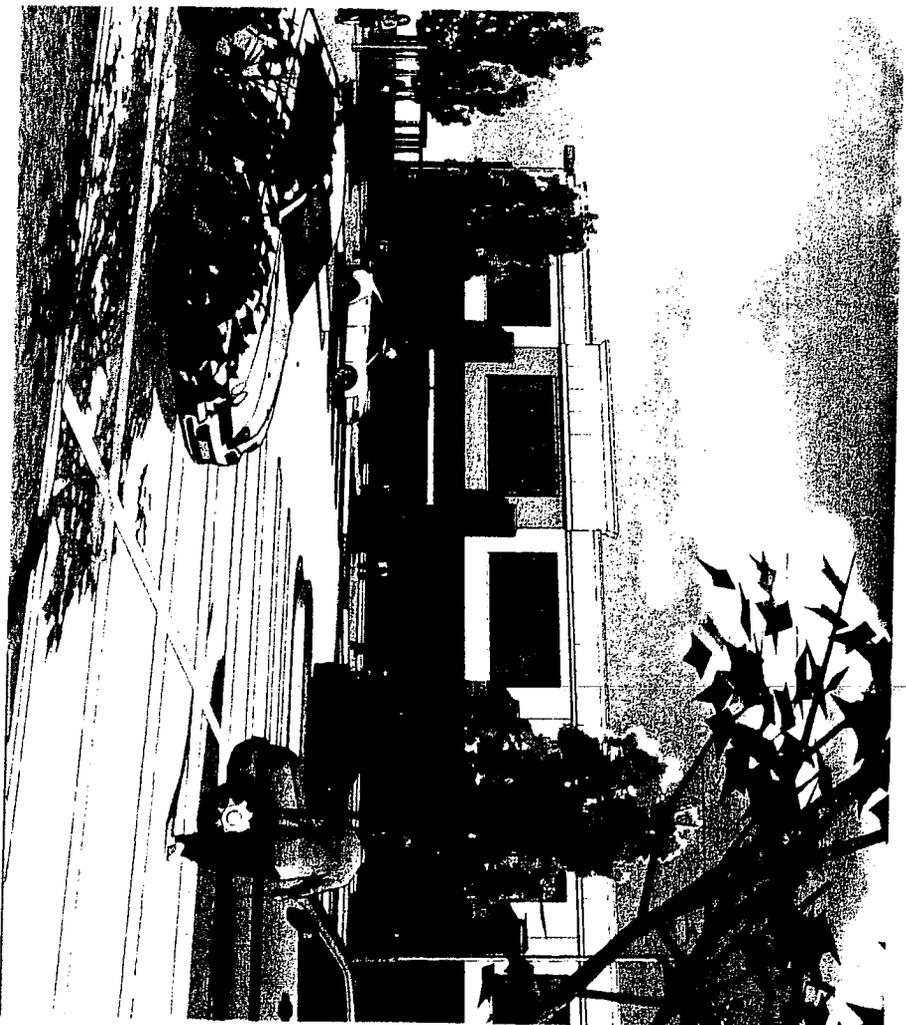
C2 Human Scale

INTENT:

To ensure that building facades are composed of elements scaled to promote pedestrian comfort, safety and orientation.

SOLUTION:

- Architectural features including window patterns and material compositions are designed to refer to the scale of human activities that take place both within and outside the building.
- Building modulations of brick piers, alternation brick, block and siding materials establish a pleasing human scale framework.
- Transparent windows at the sidewalk level are included to provide interest and activity along the sidewalk and are an inviting source of secondary lighting at night.



C3 Active Building Facades

INTENT:

To ensure that building facades directly reinforce pedestrian activity at the sidewalk.

SOLUTION:

- The outdoor activity areas include active facades and are connected by use of an outdoor architectural pavilion feature to reinforce the physical connection into and between the building spaces.



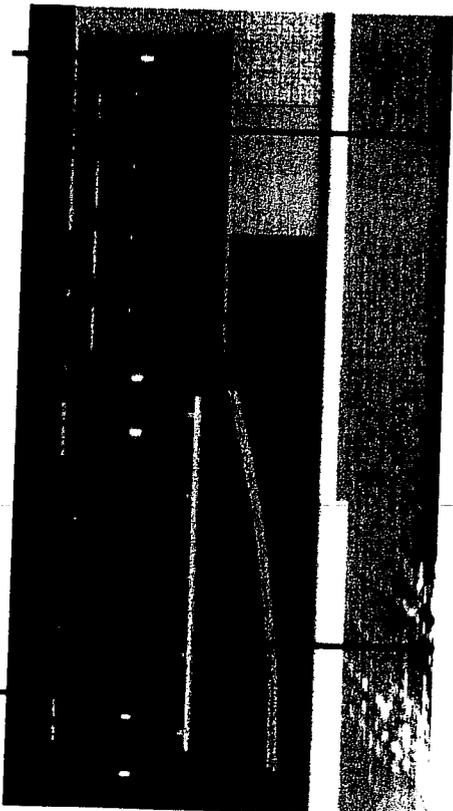
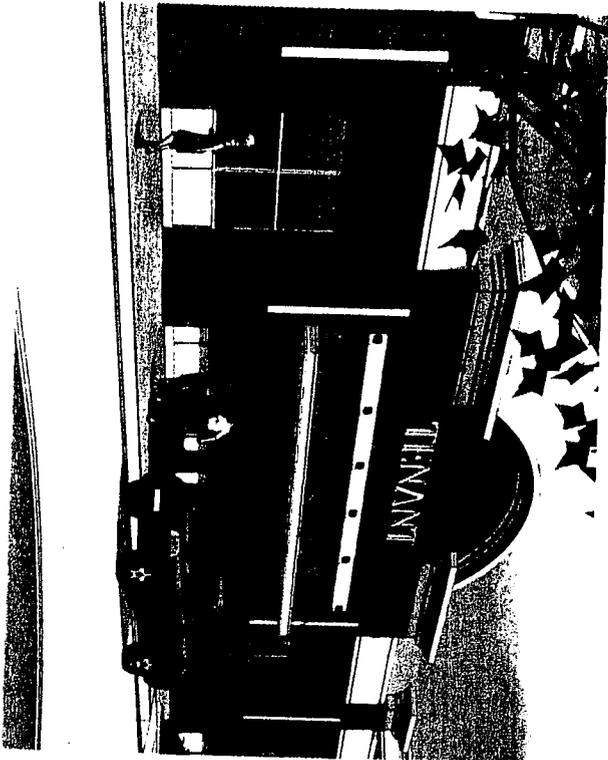
C4 Weather Protection

INTENT:

To ensure pedestrian comfort and safety along major pedestrian walkways.

SOLUTION:

- A rhythm and variety of awning types, style and layout are included as an integral design element to compliment the building facade, provide visual interest and human scale and offer weather protection at the sidewalk level of the building.



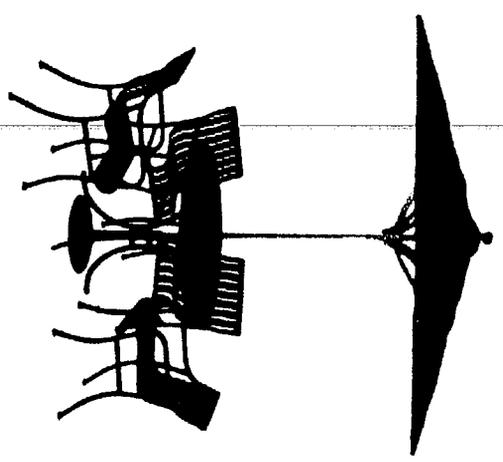
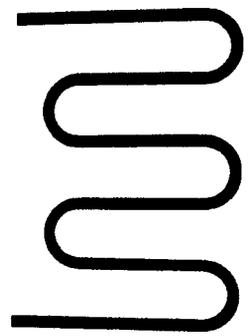
C5 Site Furnishings

INTENT:

To create a more pedestrian friendly street through the use of site furnishings along the buildings and walkways and in open spaces available to the public.

SOLUTION:

- Benches, tables, bike racks and trash receptacles are included at building entrances, along pedestrian sidewalk areas and at outdoor activity areas.
- The site furnishing style, quality, material, color and location is designed as an integral part of the architectural design and compliments the overall design theme for the project.



D1 Sense of Place

INTENT:

To create a distinct, attractive and memorable "sense of place" associated with the community, and a safe and energized environment.

SOLUTION:

- Site amenities including wall, fence, sign features, architectural facades, outdoor activity areas, landscaping, sidewalk treatment, lighting fixtures and poles and other features are coordinated to provide a unified design theme.
- A directory site amenity is included in the outdoor activity area that serves both directional function but also reinforces the sense of place as a human scale street scape element.
- The outdoor pavilion feature located along the pedestrian path between outdoor activity areas brings the architectural theme of the buildings out to the pedestrian areas and reinforces the sense of place and design theme.



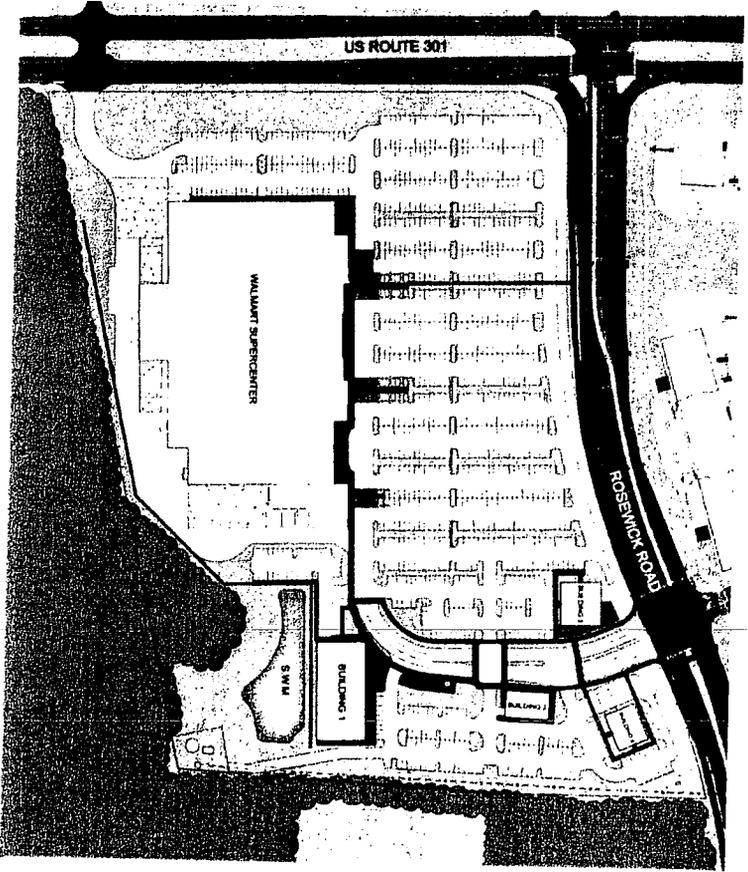
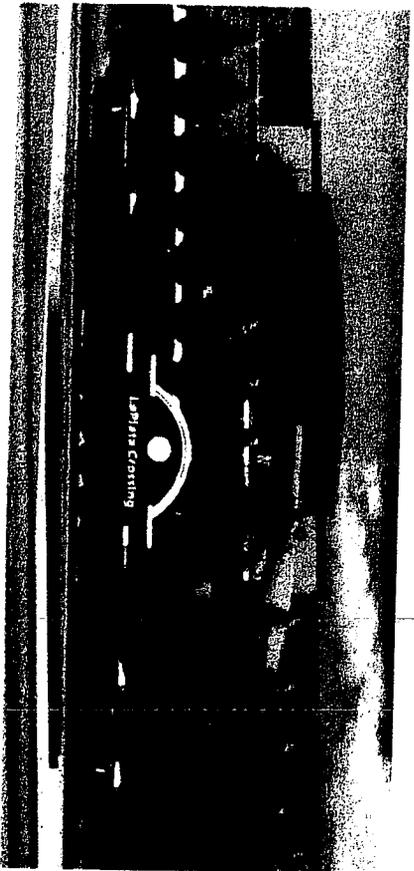
D2 Unifying Elements

INTENT:

To link new development with existing development along the highway corridor and within the downtown.

SOLUTION:

- Vehicular and pedestrian links are provided between Rosewick Crossing and LaPlata Crossing
- Wall, fence, sign elements and landscaping create special treatments project entrances.
- The use of repeated common theme elements throughout the project areas provides a unifying theme and reinforces the sense of place.
- Site specific design standards approved by the Town and harmonized with the standards for Rosewick Crossing will be used to ensure harmonized design.



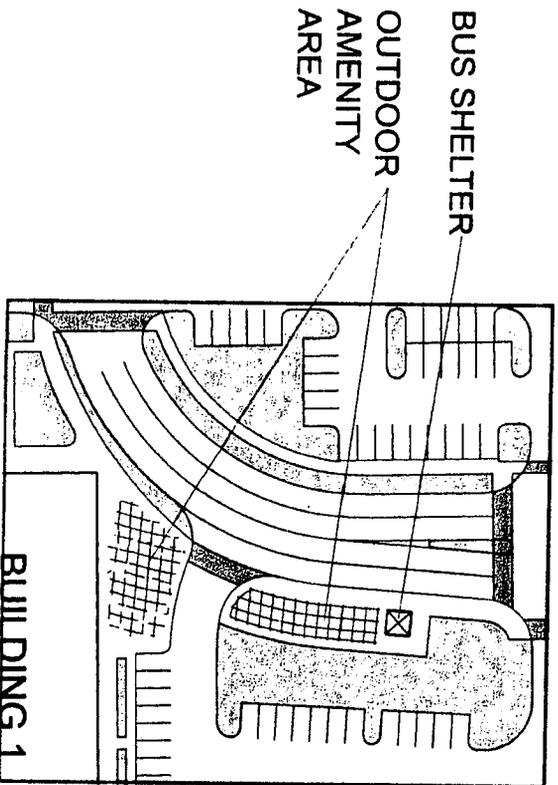
D3 Sidewalk Activities

INTENT:

Intent: To ensure that there is a minimum clear, unobstructed walking route along sidewalks

SOLUTION:

- Outdoor restaurant setting, planters, signs and other activities are located to leave a 5' minimum clear pathway free of obstructions.
- A pedestrian zone along the retail shops outside the site amenities area allows a comfortable side by side walking area minimum 5' wide.



D4 Personal Safety and Security

INTENT:

Intent: To design buildings and sites to promote a feeling of personal safety and security.

SOLUTION:

- Adequate lighting including decorative poles and wall mounted fixtures at a pedestrian human scale, site lines for good visibility, and active windows along the retail shops promote a feeling of personal safety and security..

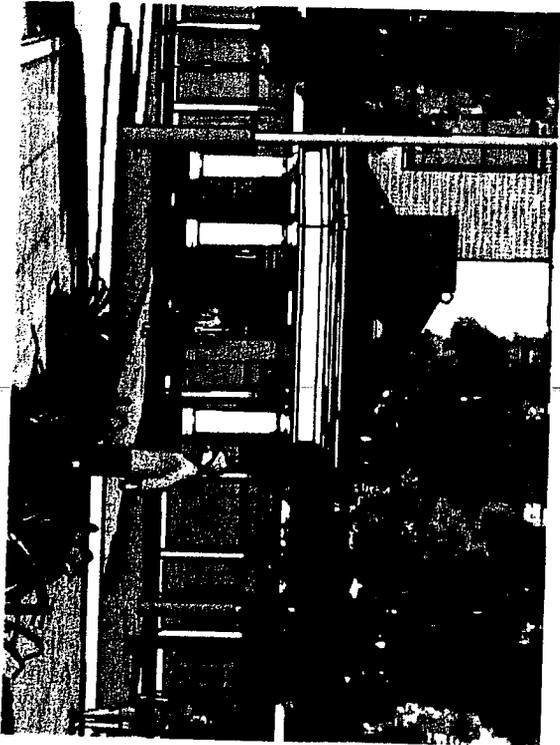
D5 Public Transportation

INTENT:

Intent: To encourage the use of ridesharing, public transit, and other mass transportation options through the design of comfortable, safe, and conveniently located facilities.

SOLUTION:

- An architectural gazebo element placed along the pedestrian sidewalk system offers an attractive location for a future van go stop.



E1 Curb Cut Impacts

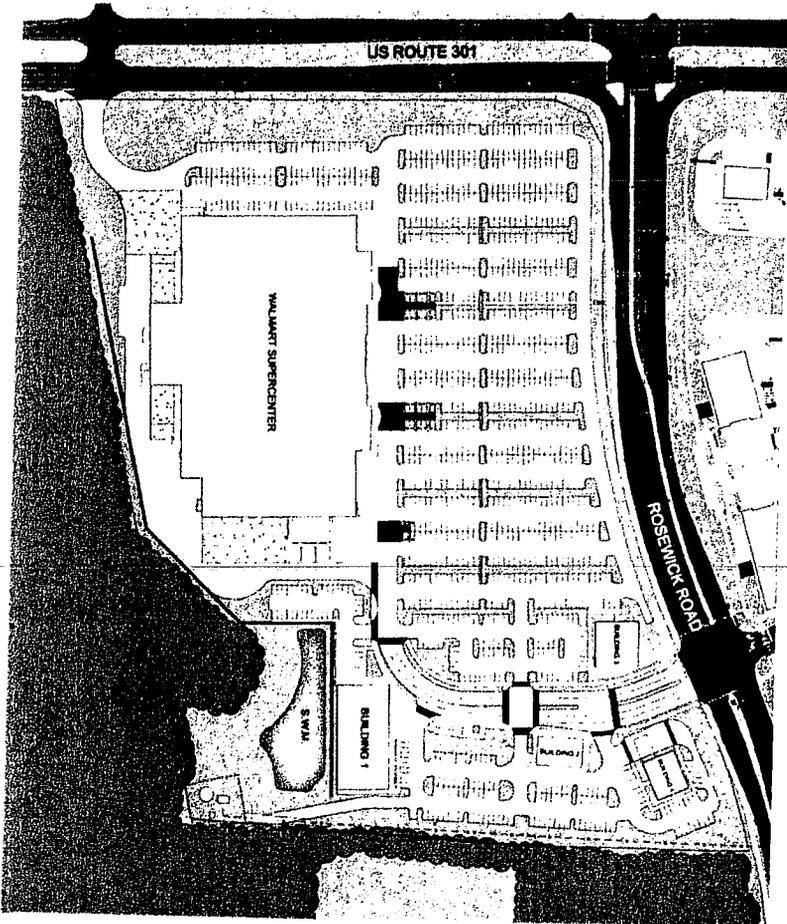
INTENT:

Intent: To minimize adverse impacts of curb cuts on

- 1) the safety and comfort of pedestrians and drivers,
- 2) opportunities for landscaping, street trees, and
- 3) other uses that promote an attractive and visually cohesive corridor.

SOLUTION:

- A shared and consolidated curb cut access point to public streets managed by a traffic light provides safe and convenient access to the parking areas from shared drive aisles and internal circulation.
- Specialty paving or marked pedestrian zones are provided at areas where the pedestrian sidewalk system crosses the vehicular traffic.



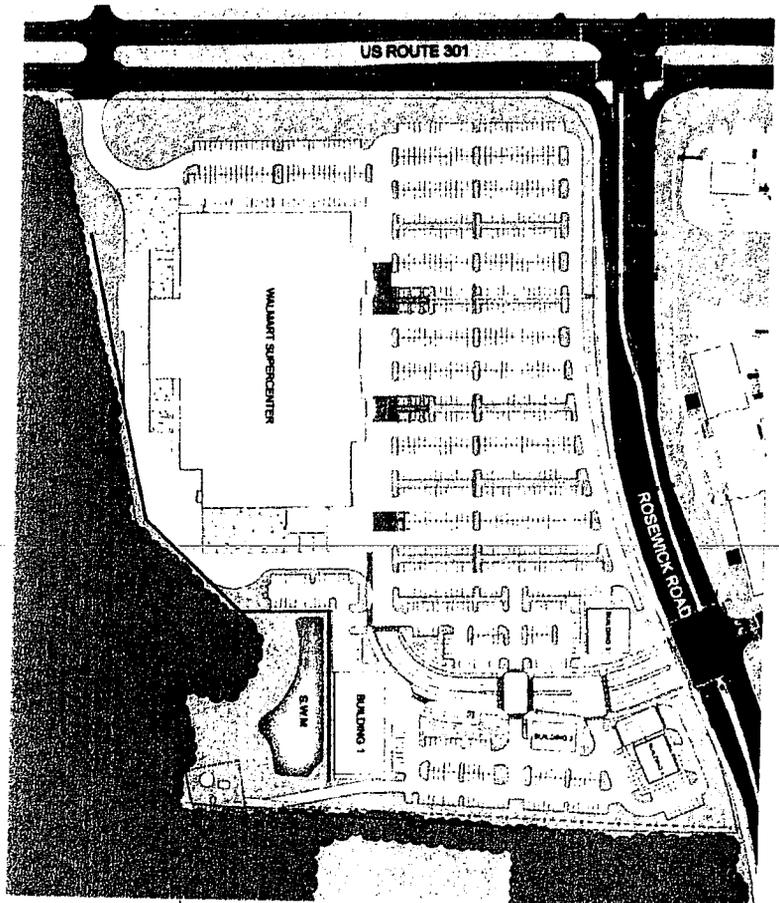
E2 Parking lot Design

INTENT:

Intent: To provide safe, convenient access to and within sites without diminishing the quality of pedestrian walking or the visual quality of surrounding areas.

SOLUTION:

- Interparcel connections allow vehicular movement to various parts of the development and are coordinated with the pedestrian sidewalk system.
- Landscape is used within the interior of the parking lot to delineate vehicular and pedestrian circulation patterns and breaks up the overall parking areas while still maintaining safe lighting and site line views.
- Unloaded drive lanes line Rosewick Road, setting parked cars back from the street.



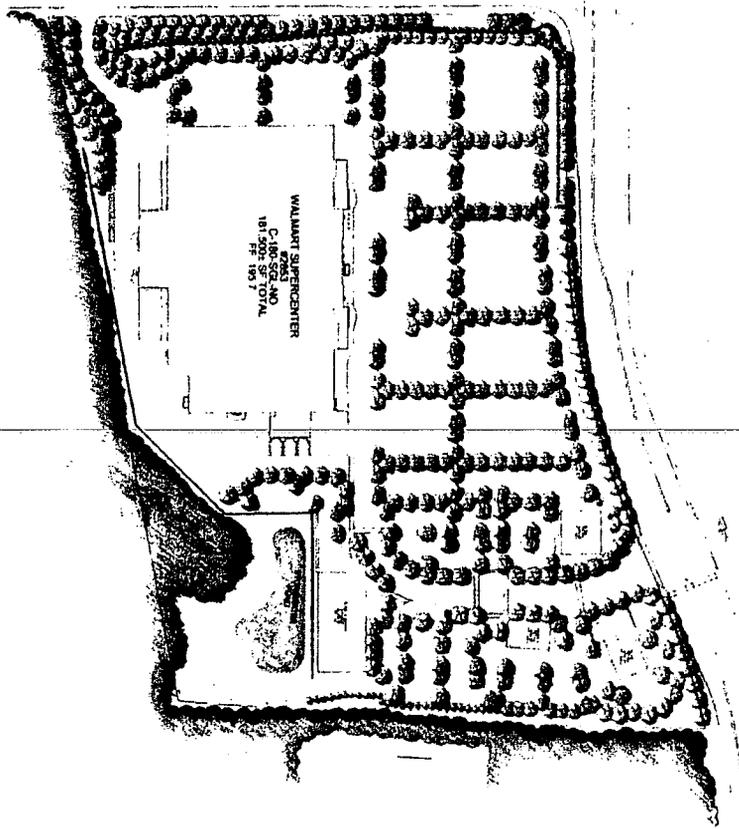
E3 Parking lot Landscaping

INTENT:

Intent: To protect and improve the appearance of the Commercial Highway District by reducing the visual impact of large areas of parking. To provide adequate shade to reduce the amount of reflected heat and glare, and improve the pedestrian environment. To channelize and define logical areas for pedestrian and vehicular circulation..

SOLUTION:

- 10% of the total area of lot includes interior planting.
- The parking areas are broken up with continuous landscape strips.
- Planting islands are located throughout the lot and area planted with shade trees, low shrubs and or ground cover.



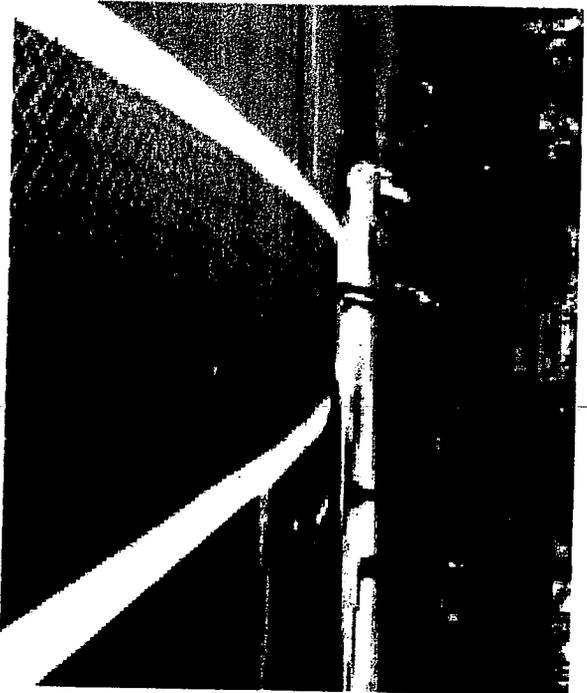
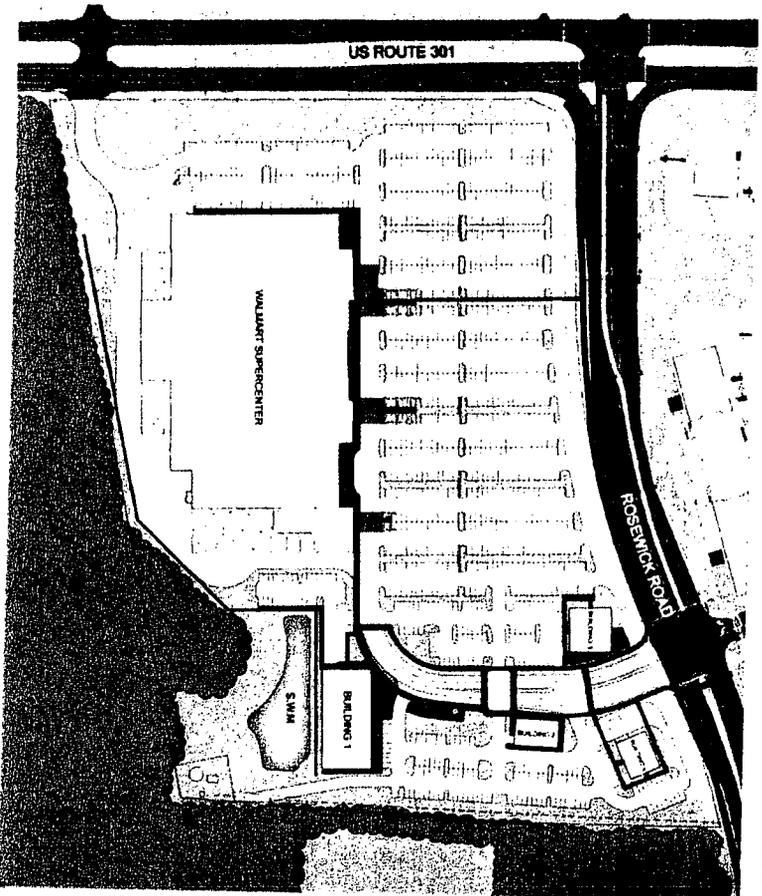
E4 Pedestrian Connections

INTENT:

Intent: To create a network of safe, comfortable and attractive linkages for pedestrians.

SOLUTION:

- Pedestrian connections are clearly defined with textured paving across vehicular lanes.
- Pedestrian connections are minimum 5' wide and are further defined with complementary landscaping and site amenities.
- Ramps and smooth surfaces are provided for wheeled vehicles such as strollers, wheelchairs, and handcarts.



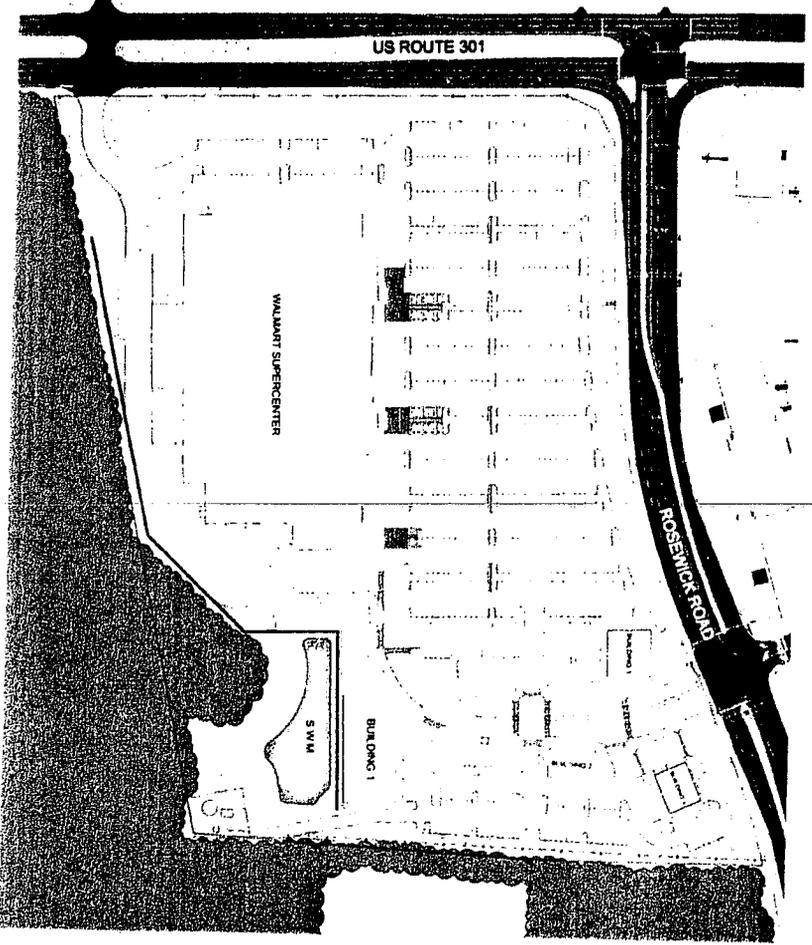
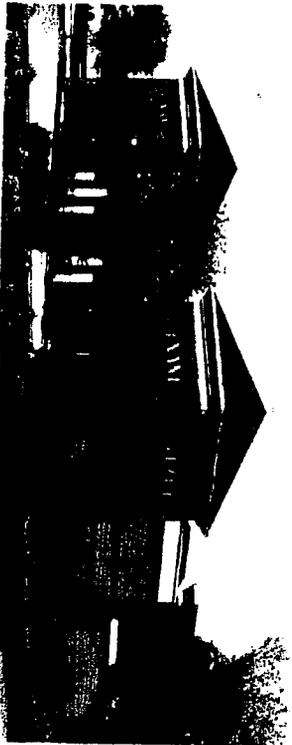
E5 Drive Thru Lanes

INTENT:

Intent: To ensure that the streetscape environment is lively, walk able and not overwhelmed by the presence of automobiles.

SOLUTION:

- Access and stacking lanes are located on the side of the buildings or screened from walkway areas.



F1 General Guidelines

INTENT:

Intent: To create, maintain and enhance a distinct, organized and unified sense of place along the U.S. 301 commercial highway corridor. To design signage that is appropriate to the scale and character of the built environment and the Commercial Highway District. To minimize any adverse effect of signs on nearby public and private property..

SOLUTION:

- Ground mounted freestanding signs located at the intersection of 301 and Rosewick Road and the entrance at Rosewick road into the main drive aisle reflect the theme of building materials, scale and proportion and reinforce the overall theme and sense of place of the shopping center in addition to providing directional information to the public.

F2 Design

INTENT:

Intent: To create an attractive and unified streetscape that maintains and enhances the visual character of the roadway as a gateway to the La Plata community..

SOLUTION:

- The freestanding entrance signs are designed as monument style signs to provide a horizontal quality that compliments the landscape and incorporates building materials and colors to reflect the image and quality of the buildings.
- These signs are placed to allow free flow of pedestrian circulation and so as not to impede vehicular site lines.

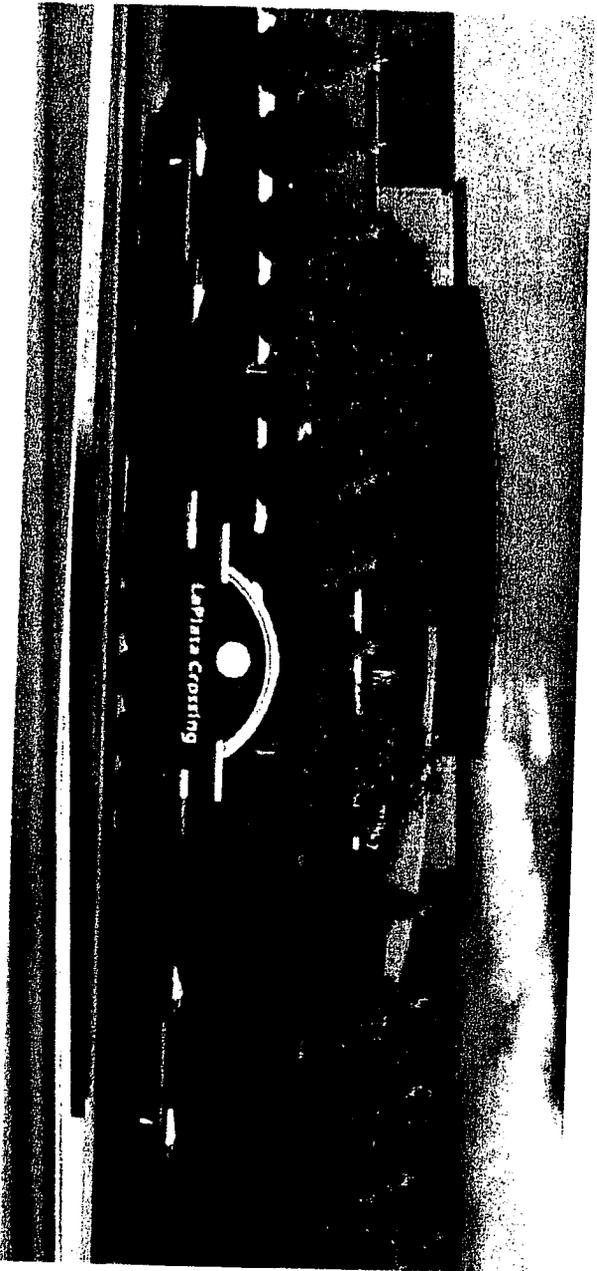
F3 Illumination

INTENT:

Intent: To reduce the adverse visual effects of excessive lighting along the highway corridor..

SOLUTION:

- Simple spotlights are provided to allow ample light without spilling over into adjacent properties and roadways and are screened with landscaping.



PART III

**APPENDIX
EXHIBIT A - WALMART SPECIFIC RESPONSE**



 David L. Hoffman, FAIA

La Plata, MD Store #2853-01

ES/SH/PC

April 29, 2010

Site Planning Solutions

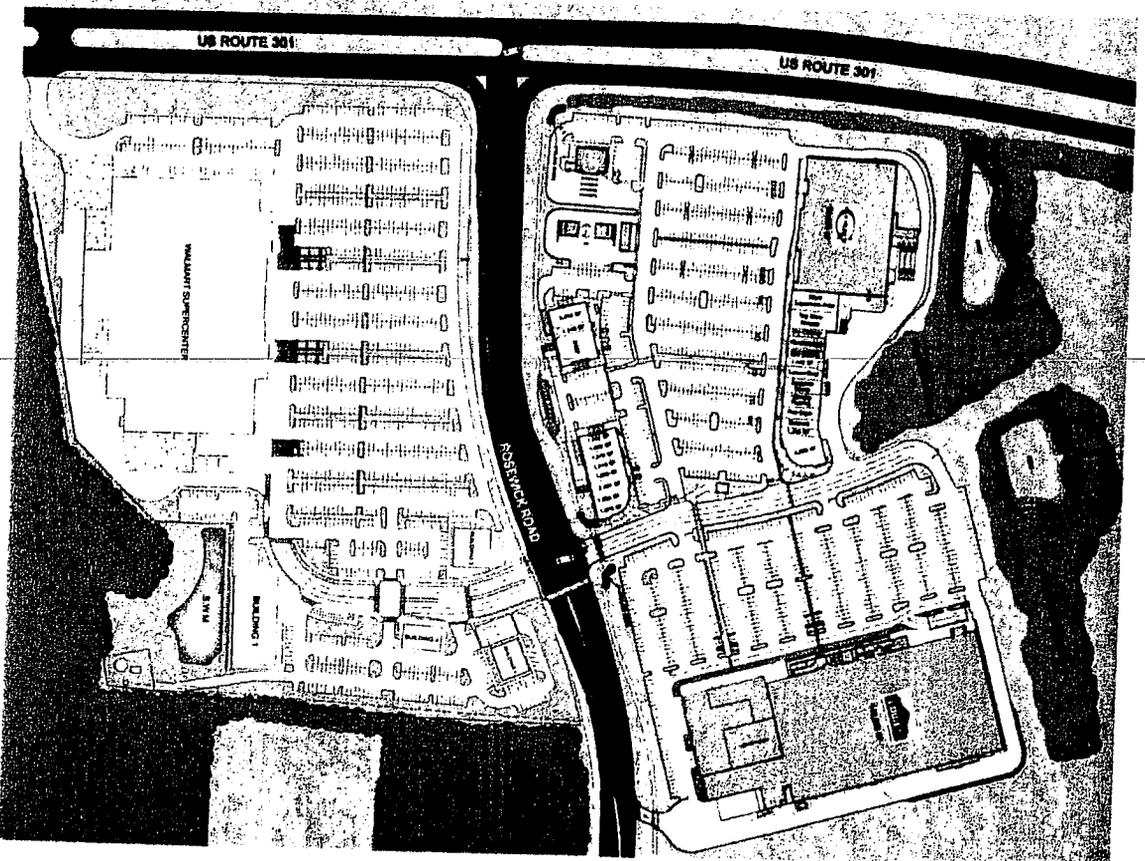
- A1-Building are clustered in a campus pattern, facing internal access drives and creating strong street edges.
- A2-Parking is located to minimize the separation of building from the roadway as well as building to building. Convenient and well defined access is provided from parking to the building.
- A3-Pleasing pedestrian scale features, spaces such as plazas and open activity areas are incorporated. Furniture, walls and decorative lighting are included to enhance sense of place.
- A4-Internal pedestrian walkways are provided, as well as focal points at key locations, walkways greater than 5' are provided along the facades.
- A6-Landscape buffer is provided between the edge of the public right of way and the building setback and includes canopy trees, under story trees, evergreens, shrubs and ground covers, as well as annual and perennial flowers.
- A7-Decorative pedestrian scale light poles are used to reinforce sense of place adequate functional lighting provides a sense of security in the walking and parking areas, building, crosswalks and others areas of pedestrian vehicles interaction decorative wall mounted light fixtures are integrated into the exterior design.
- A8-Services at the rear of the building are screened from view with wall, gates and landscaping. Materials of enclosures are coordinated with primary structure.
- A9-Storm water management plan are integrated into the existing natural areas of the site.

Walmart



David L. Hoffman, FAIA

April 29, 2010



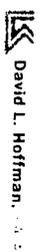
Section A: Site Planning



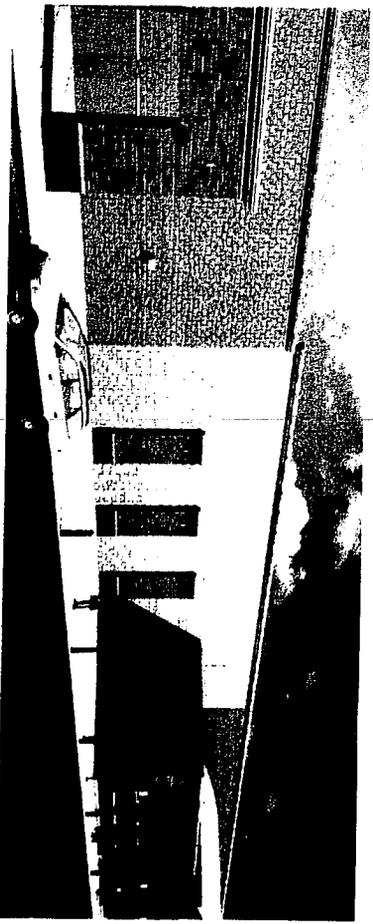
Building Design Solutions.

- B1-Our buildings incorporate materials from surrounding buildings.
- B5-Our building uses multiple entrances to reduce walking distances from cars.
- B6-Entrances are oriented toward highest pedestrian traffic, are protruding w/ canopies and overhangs for prominence and easy identification.
- B7-Entrances utilize storefront for visual and physical connections between activities inside and outside.
- B8-Areas of blank wall are articulated with pilasters and other elements using varying materials and textures to create rhythm.
- B9-Exterior building materials and color palate are carried around all four sides of the building
- B10-The front of the building includes lowered roof elevation along the entrances for added interest and to create a human scale in relation to the overall building.
- B11-Roof top units are screened by raised parapet around the entire building. The brick and integrally colored CMU are used throughout the elevations to tie in to surrounding buildings.
- B12-High quality materials including brick and integrated colored CMU. Building materials are arranged and applied to the building design to reinforce the scale, mass and rhythm of overall design theme creating both a unity of theme and a variety of visual interest.

Walmart



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April 29, 2010



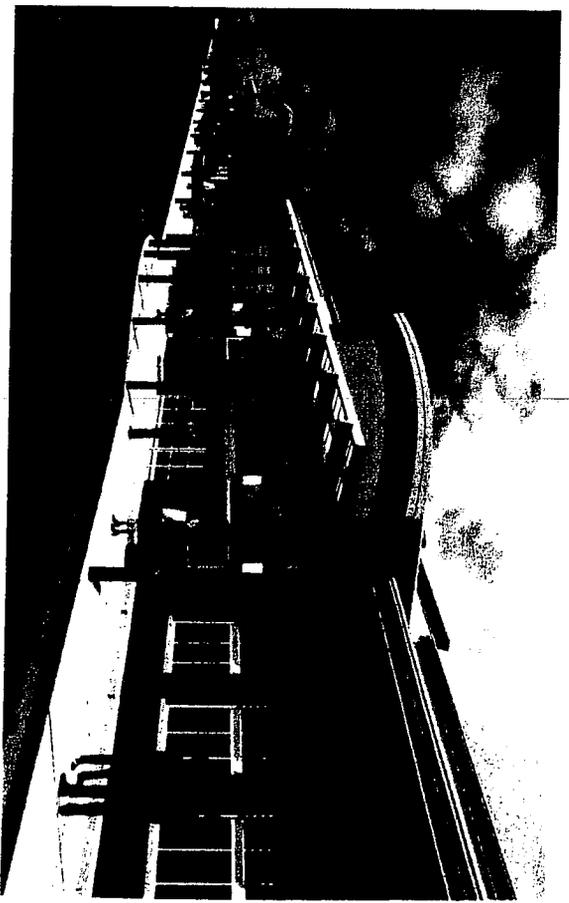
Natural building material and natural earth tone colors are used along in a variety of light, medium and dark tones and with accents to provide continuity and variety of design.

B13-A combination of fence, wall and sign features are integrated at the main entrances to the shopping center.



The Streetscape Solutions.

- C1-Several outdoor activity areas are designed into the project and includes special architectural treatment, wide sidewalk areas, site amenities and landscape treatment to create spaces for pedestrian oriented activities such as vending, resting, sitting or dining.
- C2-The front building facade is designed of elements that create a human scale to promote pedestrian comfort, safety and orientation.
- C3-The outdoor activities areas includes activity facades and are connected by use of an outdoor architectural pavilion feature to reinforce the physical connection into and between the building spaces.



- C4-A rhythm and variety of awning types, style and layout are included as an integral design element to compliment the building facade, provide visual interest and human scale and offer weather protection at the sidewalk level of the building.
- C5-Site furnishings including benches, bike racks and trash receptacles are included along the front facade and are an integral part of the architectural design complimenting the overall design theme.

Walmart



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April 29, 2010

Amenities for the Public Solutions

D1-Site amenities including wall, fence, sign features, architectural facades, outdoor activity areas, landscaping, sidewalk treatment, lighting fixtures and poles and other features are coordinated to provide a unified design them.

A directory site amenity is included in the outdoor activity area that serves both directional function but also reinforces the sense of place as a human scale street scape element.

The outdoor pavilion feature located along the pedestrian path between outdoor activity areas brings the architectural theme of the buildings out to the pedestrian areas and reinforces the sense of place and design theme.

D2-Wall, fence, sign elements and landscaping create special treatments project entrances.

The use of repeated common theme elements throughout the project areas provides a unifying theme and reinforces the sense of place

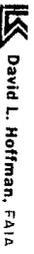
D3-Outdoor restaurant setting, planters, signs and other activities are located to leave a 5' minimum clear pathway free of obstructions.

A pedestrian zone along the retail shops outside the site amenities area allows a comfortable side by side walking area minimum 5' wide.

D4-Adequate lighting including decorative poles and wall mounted fixtures at a pedestrian human scale, site lines for good visibility, and active windows along the retail shops promote a feeling of personal safety and security.

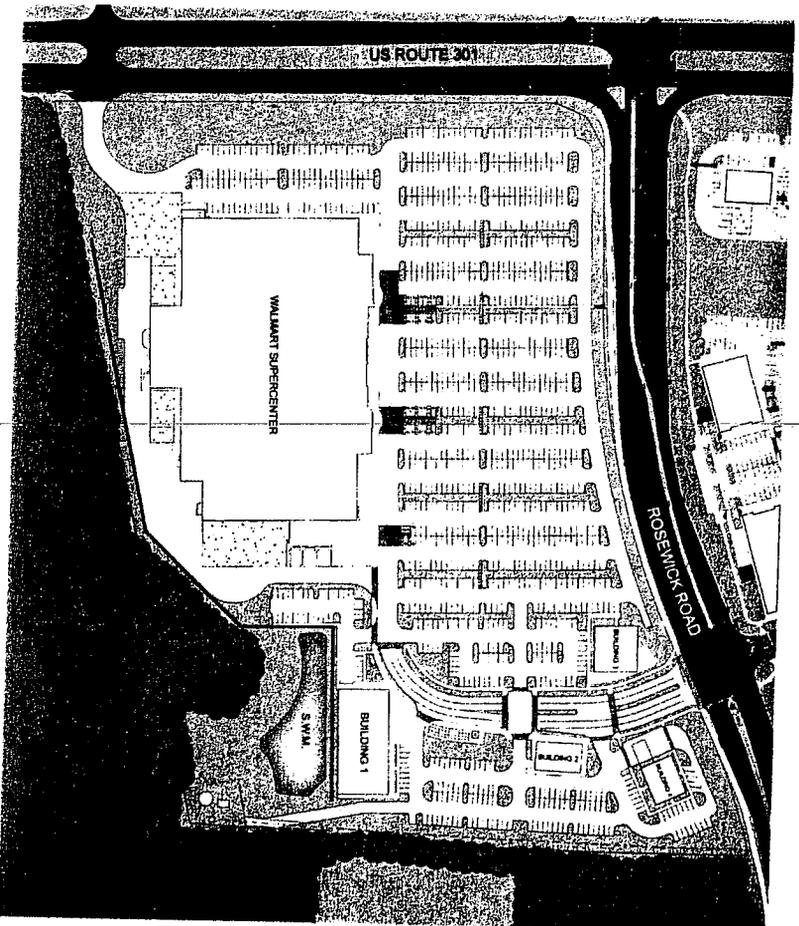
D5-A bus stop is provided on site for public transportation acces.

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Vehicular Access & Parking Solutions

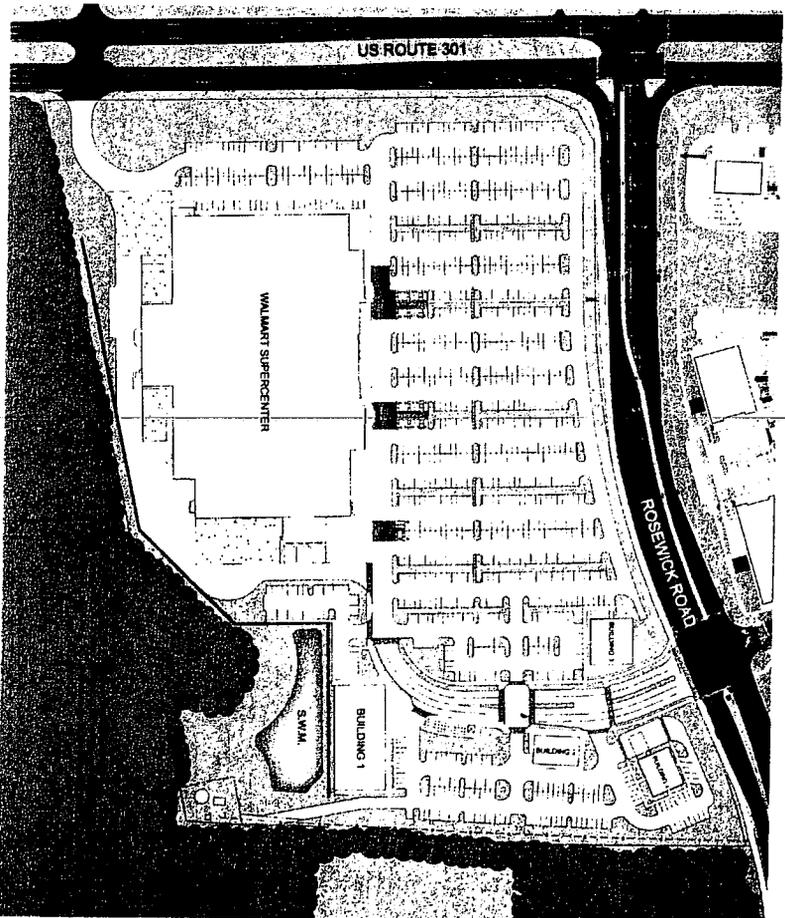
- E1-A shared and consolidated curb cut access point managed by a traffic light provides safe and convenient access to the parking areas from shared drive aisles.
- Specialty paving is provided at areas where the pedestrian sidewalk system crosses the vehicular traffic.
- E2-Interparcel connections allow vehicular movement to various parts of the development and are coordinated with the pedestrian sidewalk system.
- Landscape is used within the interior of the parking lot to delineate vehicular and pedestrian circulation patterns and breaks up the overall parking areas while still maintaining safe lighting and site line views.
- E3-10% of the total area of lot includes interior planting.
- The parking areas are broken up with continuous landscape strips.
- Planting islands are located throughout the lot and area planted with shade trees, low shrubs and or ground cover.
- E4-Pedestrian connections are clearly defined with textured paving across vehicular lanes.
- Pedestrian connections are minimum 5' wide and are further defined with complementary landscaping and site amenities.
- Ramps and smooth surfaces are provided for wheeled vehicles such as strollers, wheelchairs, and handcars.
- E5-Access and stacking lanes are located on the side of the buildings.

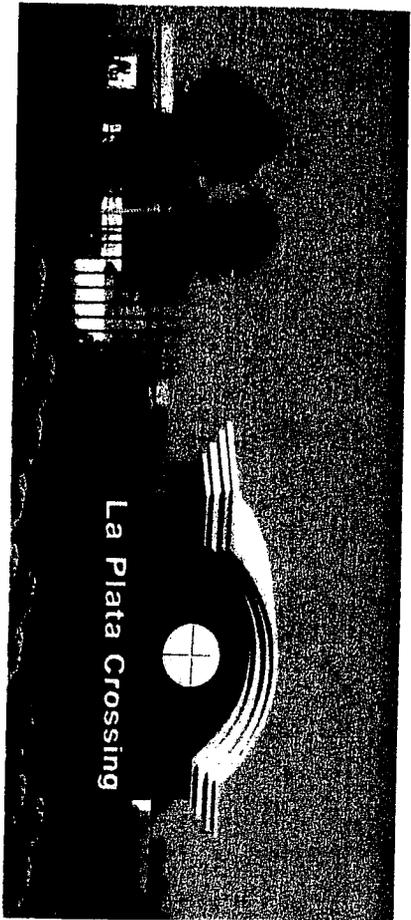
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Signage Solutions

F1-Ground mounted freestanding signs located at the intersection of 301 and Rosewick Road and the entrance at Rosewick road into the main drive aisle reflect the theme of building materials, scale and proportion and reinforce the overall theme and sense of place of the shopping center in addition to providing directional information to the public.

F2-The freestanding entrance signs are designed as monument style signs to provide a horizontal quality that compliments the landscape and incorporates building materials and colors to reflect the image and quality of the buildings.

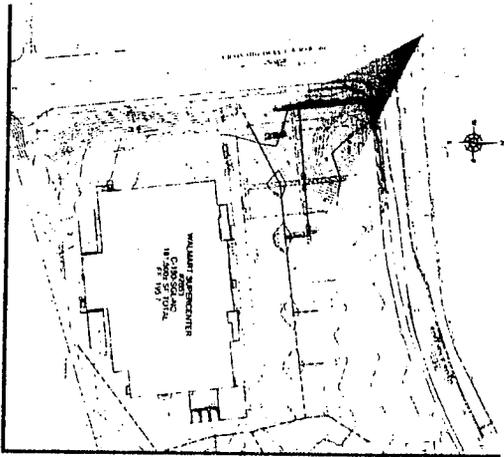
These signs are placed to allow free flow of pedestrian circulation and so as not to impede vehicular site lines.

F3-Simple spotlights are provided to allow ample light without spilling over into adjacent properties and roadways and are screened with landscaping.

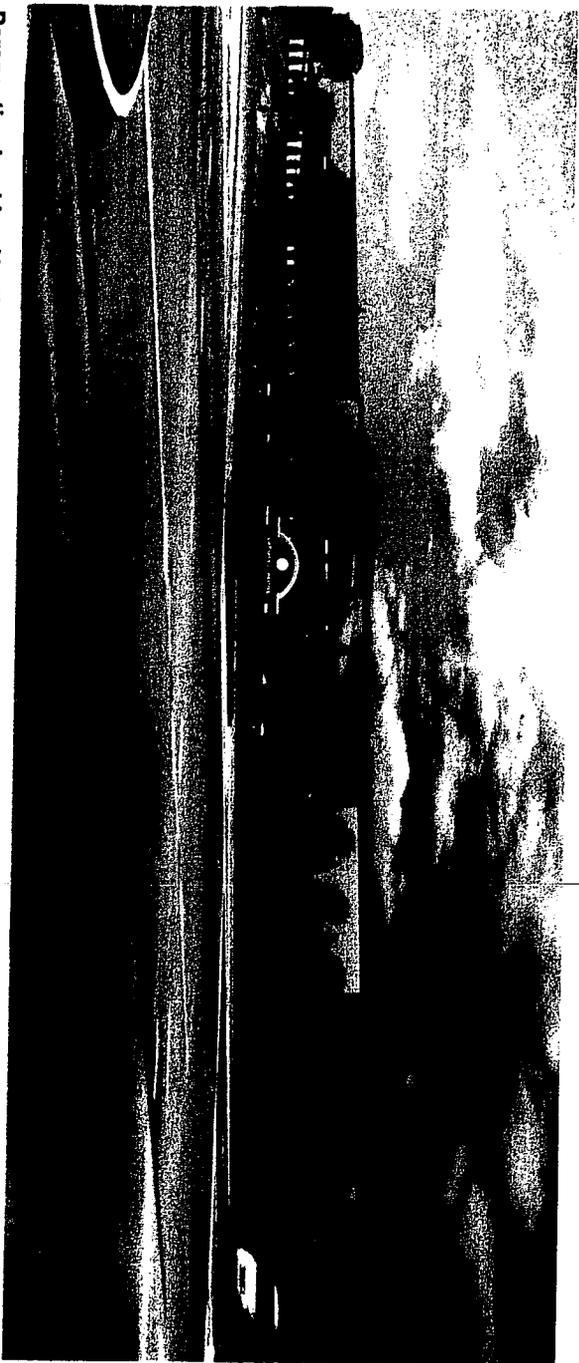
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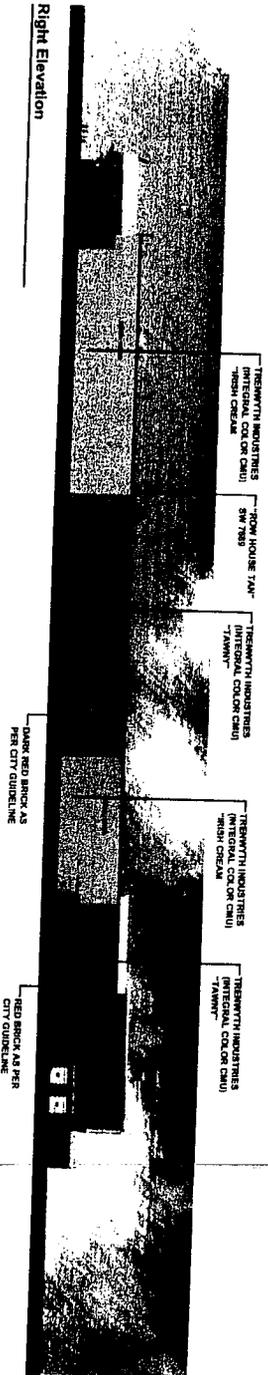


Reference Field of View

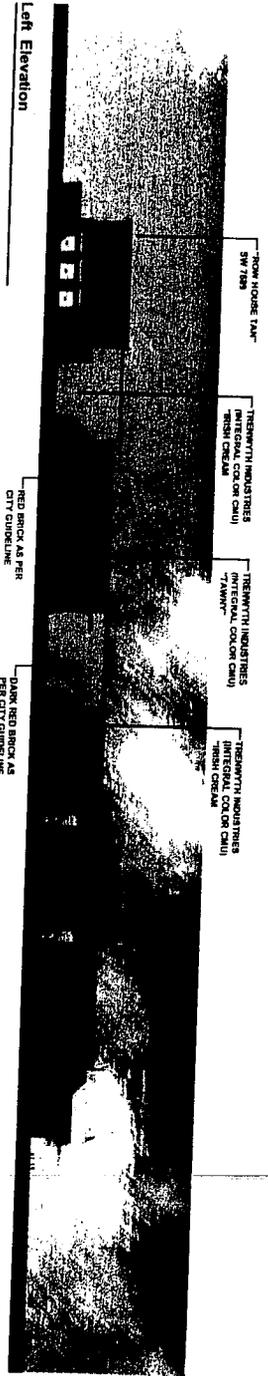


Perspective Looking Northeast

April 29, 2010



Right Elevation



Left Elevation

Note: Signage not shown on the rendering at this time.