

**COUNCIL OF THE TOWN OF LA PLATA**  
**Resolution No. 11-14a**

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**Introduced by:** Mayor Roy G. Hale  
**Date Introduced:** June 21, 2011  
**Planning Commission Public Hearing:** [not required]  
**Town Council Public Hearing:** September 13, 2011  
**Amendments Adopted:**  
**Date Adopted:** September 27, 2011  
**Date Effective:** November 12, 2011

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1 A RESOLUTION concerning

2  
3 **Amendment of the Rosewick Annexation Agreement**

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5 **FOR** the purpose of approving and authorizing the amendment of a certain Annexation  
6 Agreement between the Town of La Plata and Rosewick Limited Partnership, and others;  
7 and, all matters relating to the amendment of the Existing Annexation Agreement.

8  
9 \* \* \* \* \*

10  
11 **EXPLANATORY STATEMENT:** In conjunction with the annexation of certain land  
12 into the Town of La Plata, the Town, and Rosewick Limited Partnership, Helen K. Jennings and  
13 others entered into an Annexation Agreement (hereinafter referred to as "Annexation  
14 Agreement") dated June 13, 2006, which was recorded on October 10, 2006, among the Land  
15 Records of Charles County, Maryland, in Liber 6034, page 554. This Annexation Agreement  
16 was approved by the Council of the Town of La Plata pursuant to Resolution No. 06-4 approved  
17 by the Town Council on June 13, 2006, which also annexed such land into the Town of La Plata.  
18 Johel Limited Partnership and FCD-Development, LLC, desire to amend certain provisions of  
19 the Annexation Agreement and the Town Council desires to authorize and approve such  
20 amendment. Now, therefore,

21  
22 **SECTION I: BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**  
23 **LA PLATA,** that it hereby approves an amendment to the Annexation Agreement as embodied  
24 in the form of an Amended and Restated Annexation Agreement and Amendment to Existing  
25 Annexation Agreement attached to this Resolution, and authorizes the execution thereof on  
26 behalf of the Town.

27  
28 **SECTION II: BE IT FURTHER RESOLVED** that the amendment to the Annexation  
29 Agreement as provided for by this Resolution shall be and become effective on the forty-fifth  
30 day following the date of its passage unless a proper petition for a referendum shall be filed as  
31 permitted by law. A complete and exact copy of this Resolution shall be posted in the Town Hall

32 for a period of thirty days from the date of its passage.

33

34 **SECTION III: BE IT FURTHER RESOLVED** that as soon as the amendment to the  
35 Annexation Agreement shall become effective either as herein provided or following a  
36 referendum, the Chief Executive Officer of the Town of La Plata shall cause to be sent,  
37 separately by mail, bearing a postmark from the United States Postal Service, to the Department  
38 of Legislative Services of Maryland, and to the Clerk of the Circuit Court of Charles County,  
39 Maryland, the following information concerning the Resolution:

40

41 A. The complete text of this Resolution as hereby enacted, including the  
42 number of votes cast for and against the Resolution by the members of the Town Council.

43

44 B. (1) The date of the referendum election, if any, held with respect thereto.

45 (2) If a referendum election is held, then the number of votes cast for and  
46 against the question contained in the Resolution.

47

48 C. The effective date of the amendment to the Annexation Agreement.

49

50 D. A statement that there is no change to the boundaries of the Town of  
51 La Plata as a result of the enactment of this Resolution.

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53 **SECTION IV: BE IT FURTHER RESOLVED** that the Chief Executive Officer of the  
54 Town of La Plata, as evidence of compliance, shall cause to be filed among the permanent  
55 records of the Town a certification from the Town Clerk that the requirements of Sections II and  
56 III of this Resolution have been satisfied.

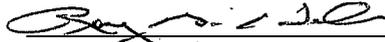
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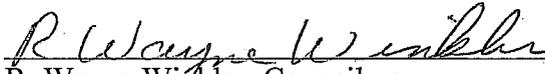
ADOPTED this 27 day of September, 2011.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA



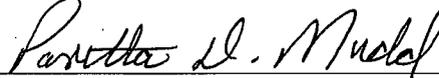
Roy G. Hale, Mayor



R. Wayne Winkler, Councilman

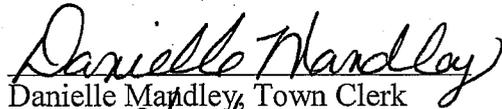


C. Keith Back, Councilman



Paretta D. Mudd, Councilwoman

ATTEST:



Danielle Mandley, Town Clerk

Date: 9/27/11



Joseph W. Norris, Councilman

**AMENDED AND RESTATED  
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 27 day of September, 2011, 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, Faison-Rosewick and FCD have filed or joined in a Petition for Annexation and for Amendment of Annexation Agreements 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, Faison-Rosewick and FCD (Johel, Faison-Rosewick 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 14.111 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 that are contiguous to each other. Johel is the owner of that parcel of land (hereinafter referred to as the "Johel Parcel") consisting of 10.000 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 7278, at Folio 174. 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.

Petitioners previously sought, unsuccessfully, to have the Tract annexed into the corporate limits of the Town. At that time the parties to this Agreement entered into an unrecorded Annexation Agreement and Amendment to Existing Annexation Agreement dated October 12, 2010. The parties desire and intend by this Agreement to amend, restate in its entirety and replace the October 12, 2010, Annexation Agreement and Amendment to Existing Annexation Agreement.

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 13, 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 13 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 December 9, 2010, attached hereto, and made a part hereof, as Exhibit E (the "Site Plan"), and in the document entitled "La Plata Crossing, Applicant's Written Response to Commercial Highway District Community Design Guidelines", dated December 9, 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

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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

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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

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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

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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 the date the Annexation becomes final and effective, 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 subparagraph 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 Existing Wal-Mart Store is transferred to an unrelated third party, or at least one-half of the total useable square footage of the Existing Wal-Mart Store is 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 one-half of the total usable square footage 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. Prior to the date of full execution of this Agreement, Petitioners have provided to the Town one or more letters of intent or letters of interest from retailers proposing to lease and/or purchase at least one-half (1/2) of the total usable square footage of the Existing Wal-Mart Store, which the Petitioners acknowledge was a condition precedent to the Town's willingness to enter into this Agreement. Faison-Rosewick, FCD and Wal-Mart will use their best commercial efforts to sell and/or lease the Existing Wal-Mart Store so as to minimize the time period during which the Existing Wal-Mart Store remains unoccupied after Wal-Mart vacates the Existing Wal-Mart Store.

ii. On or before the issuance of a building permit for any part of the project proposed by the Petitioners on the Jennings Parcel and/or the Future Wal-Mart Tract,

Faison-Rosewick, FCD and/or Wal-Mart will provide to the Town security in the amount of \$500,000.00 in the form of cash, certified check or two irrevocable letters of credit in the amount of \$250,000 each ("security") to guaranty the sale and/or lease of at least one-half (½) of the total usable square footage of the existing Wal-Mart Store.

iii. On or before the time that Faison-Rosewick, FCD and/or Wal-Mart are ready and make application for a use and occupancy permit on the first building completed in the proposed project on the Jennings Parcel and/or the Future Wal-Mart Tract, Faison-Rosewick, FCD and/or Wal-Mart will present to the Town, one or more binding, non-contingent leases or sales contracts representing the legal obligation of one or more retailers to purchase and/or lease at least one-half (½) of the total usable square footage of the Existing Wal-Mart Store.

iv. If such leases and/or sales contracts are presented within the time set forth in subparagraph iii. above, the Town shall continue to hold the security until the tenant(s) or new owner(s) of the Existing Wal-Mart Store thereunder occupy the Existing Wal-Mart Store (as evidenced by a use and occupancy permit issued by the Town), and open for business to the public within the Existing Wal-Mart Store, and thereupon the Town shall promptly return the security to the party that submitted the security to the Town.

v. If such leases and/or sales contracts are not presented within the time set forth in subparagraph iii above, or, if the tenant(s) or new owner(s) thereunder does/do not occupy the Existing Wal-Mart Store and open for business to the public within:

A. One (1) year following the date that Wal-Mart ceases doing business to the public in the Existing Wal-Mart Store, then the Town shall have the immediate

right to draw on 50% of the amount of the security, which may consist of one of the two letters of credit ; and

B. Two (2) years following the date that Wal-Mart ceases doing business to the public in the Existing Wal-Mart Store, then the Town shall have the immediate right to draw on the remaining 50% of the amount of the security, which may consist of the second of the two letters of credit.

When the Town draws down on the security under Items A or B of this Paragraph 9.d.v., the Town shall convert the same to cash as a fund to enhance economic viability and vitality of surrounding commercial businesses and to incentivize the re-use of the Existing Wal-Mart Store, and for economic and community development, as the Town shall deem reasonable and appropriate.

vi. If the security is drawn on by the Town under the terms of this Agreement, Faison-Rosewick, FCD and Wal-Mart shall not be entitled to any refund, reimbursement or rebate of any of the security thereof under any circumstances.

vii. If the security is drawn on by the Town as described herein, Faison-Rosewick, FCD and Wal-Mart shall nonetheless continue to use their best commercial efforts to sell and/or lease the Existing Wal-Mart Store.

viii. Upon the presentation to the Town of binding, non-contingent, sales contracts and/or leases for at least one-half (1/2) of the total usable square footage of the Existing Wal-Mart Store under subparagraph iii above, or the Town having the right to draw down the security under subparagraph v.B. above, whichever occurs first, Faison-Rosewick, FCD and Wal-

Mart shall be entitled to obtain use and occupancy permits for their respective buildings on the Jennings Parcel and the Future Wal-Mart Tract, and the Town will issue the same as to each such building upon proper application and completion of applicable requirements. Notwithstanding anything to the contrary provided herein, or under applicable law, Faison-Rosewick, FCD and Wal-Mart do hereby expressly subject their rights to the issuance of use and occupancy permits on any building to be constructed on the Jennings Parcel and/or the Future Wal-Mart Tract to the provisions of this Paragraph 9.d. of this Agreement; and Faison-Rosewick, FCD and Wal-Mart may not compel the Town to issue any such use and occupancy permit until they have presented to the Town binding, non-contingent, sales contracts and/or leases for at least one-half (½) of the total usable square footage of the Existing Wal-Mart Store under subparagraph iii above, or until the date the Town has the right to draw down the security under subparagraph v.B., whichever occurs earlier. Nothing in this Paragraph 9 shall authorize the Town to withhold any use or occupancy permit for any project on the Property, for reasons related to this Paragraph 9, from and after the date that the Town has the right to draw down the security under subparagraph v.B.

ix. Notwithstanding any other provision of this Paragraph 9, the Town shall provide written notice to the Petitioners at least ten (10) days prior to the date that the Town intends to draw down on security in the form of an irrevocable letter of credit described herein, and the Petitioners shall be entitled to elect to satisfy the obligation under any such irrevocable letter of credit with a wire transfer of readily available cash funds to the Town in a like amount. Any such wire transfer shall occur within ten (10) days following the date of the Town's written notice, and upon the wire transfer of readily available cash funds in the same amount as the irrevocable letter of

credit, the Town shall release the irrevocable letter of credit to the party or parties that place the same with the Town. In the event that cash is so transferred by any of the Petitioners, the Town shall have all of the same rights and remedies to that cash as the Town would have to the proceeds of the irrevocable letter of credit under the terms of this Agreement.

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

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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  
Scott Law Group, LLC  
204 Washington Avenue, Suite 200  
Post Office Box 1990  
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. Noncontestibility of Agreement.

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

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:

JOHEL LIMITED PARTNERSHIP,  
a Maryland limited partnership

1 Unit Darts

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

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 Sept 27, 2011, 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.

Brenda J. Goddard  
Notary Public

My Commission Expires:

BRENDA J. GODDARD  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires October 27, 2012

JOHEL LIMITED PARTNERSHIP, ET AL., AMENDED AND RESTATED ANNEXATION AGREEMENT

Final Version for Signature

Last Edited (for style only): August 11, 2011; Previous Version: June 21, 2011 for Introduction

Page 34

ATTEST:

Cynthia J. [Signature]

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

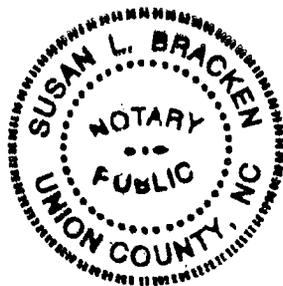
By: [Signature] (SEAL)  
Allen S. Jackson, Jr., Managing Member  
Vice President

STATE OF NC, Mecklenburg COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 21<sup>st</sup> day of September, 2011, 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.

[Signature]  
Notary Public  
My Commission Expires: 1/12/2013



ATTEST:

Cynthia J. My

FAISON-ROSEWICK, LLC,

a North Carolina limited liability company

By: Faison Capital Development, LLC, its Manager

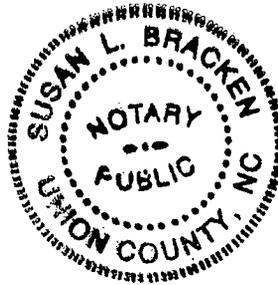
By: Allen S. Jackson, Jr. (SEAL)  
Vice President

STATE OF NC, Mecklenburg COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 21<sup>st</sup> day of September, 2011, appeared Allen S. Jackson, Jr., known to me or satisfactorily proven to me to be the Vice President 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-ROSEWICK, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.

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



ATTEST:

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

Annal Brad

By: Carl R Muller (SEAL)

Name: Carl R Muller

Title: Vice President - Real Estate + Strategy

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 September 26, 2011, appeared Carl R Muller, known to me or satisfactorily proven to me to be the Vice President - Real Estate + Strategy 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 Vice President - Real Estate + Strategy of WAL-MART REAL ESTATE BUSINESS TRUST, and, as such, the act of said statutory trust.

AS WITNESS my hand and Notarial Seal.



Sheri Fiel

Notary Public Sheri Fiel

My Commission Expires: May 27, 2020

ATTEST:

EXCEL ROSEWICK, LLC,  
a Delaware limited liability company

[Signature]

By: [Signature] (SEAL)  
William J. Stone, Authorized Secretary

STATE OF California, San Diego COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this Sept 27, 2011, appeared William J. Stone, known to me or satisfactorily proven to me to be the Authorized Secretary 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 Authorized Secretary of EXCEL ROSEWICK, LLC, and, as such, the act of said limited liability company.

AS WITNESS my hand and Notarial Seal.

Jennifer Sattley  
Notary Public  
My Commission Expires:



**ATTEST:**

Danielle Mandley

Danielle Mandley

Danielle Mandley

Danielle Mandley

Danielle Mandley

Danielle Mandley

**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

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 September 27, 2011, 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

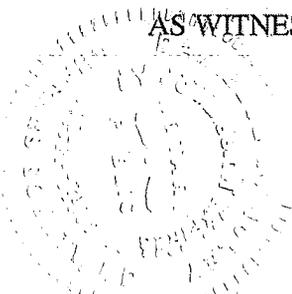
My Commission Expires:

**DANIELLE MANDLEY**  
Notary Public-Maryland  
Charles County  
My Commission Expires  
February 01, 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 September 27, 2011, 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.



Danielle Mandley

Notary Public

My Commission Expires:

DANIELLE MANDLEY  
Notary Public-Maryland  
Charles County  
My Commission Expires  
February 01, 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 September 27, 2011, 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.



Danielle Mandley

Notary Public

My Commission Expires:

DANIELLE MANDLEY  
Notary Public-Maryland  
Charles County  
My Commission Expires  
February 01, 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 September 27, 2011, 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.



Danielle Mandley

Notary Public

My Commission Expires:

DANIELLE MANDLEY  
Notary Public-Maryland  
Charles County  
My Commission Expires  
February 01, 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 September 27, 2011, 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.

Danielle Mandley

Notary Public

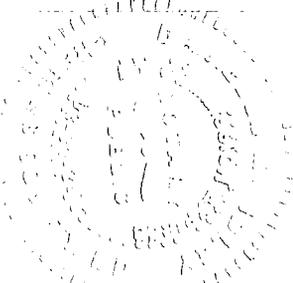
My Commission Expires:

DANIELLE MANDLEY  
Notary Public-Maryland  
Charles County  
My Commission Expires  
February 01, 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 September 27, 2011, 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.



*Danielle Mandley*

Notary Public

My Commission Expires:

DANIELLE MANDLEY  
Notary Public-Maryland  
Charles County  
My Commission Expires  
February 01, 2014

**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



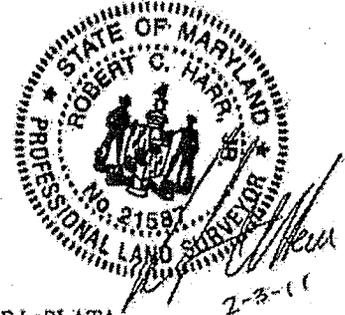
# BOHLER ENGINEERING

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

**METES AND BOUNDS DESCRIPTION**

PROPOSED AREA FOR ANNEXATION  
INTO THE TOWN OF LaPLATA, MARYLAND

LANDS OF  
JOHEL LIMITED PARTNERSHIP  
LIBER 4143 FOLIO 440  
AND PART OF CRAIN HIGHWAY - U.S. RTE. 301  
6TH ELECTION DISTRICT  
CHARLES COUNTY, MARYLAND



BEING A PARCEL OF LAND FOR A PROPOSED 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 (LIBER 4143 FOLIO 440) AND A PORTION OF CRAIN HIGHWAY - U.S. RTE. 301 (SRC PLAT NOS. 5214 AND 5215) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND WITH A THROUGH LINE;

SOUTH 83 DEGREES - 56 MINUTES - 57 SECONDS WEST, 150.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CRAIN HIGHWAY, THENCE WITH SAID RIGHT-OF-WAY LINE;

NORTH 06 DEGREES - 03 MINUTES - 03 SECONDS WEST, 1193.83 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LIMITS AND WITH A THROUGH LINE;

NORTH 83 DEGREES - 56 MINUTES - 57 SECONDS EAST, 150.00 FEET A REBAR WITH CAP FOUND IN THE SAID EASTERLY RIGHT-OF-WAY LIMITS OF CRAIN HIGHWAY, THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE;

SOUTH 06 DEGREES - 03 MINUTES - 03 SECONDS EAST, 643.82 FEET TO THE INTERSECTION OF 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, THENCE WITH SAID DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES;

NORTH 72 DEGREES - 45 MINUTES - 58 SECONDS EAST, 754.00 FEET, THENCE;

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;

SOUTH 72 DEGREES - 45 MINUTES - 58 SECONDS WEST, 860.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 614,661 SQUARE FEET OR 14.111 ACRES.

**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  
215.906.9100
- 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
- Tampa, FL  
813.379.4100

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FAX 703.709.9501

**METES AND BOUNDS DESCRIPTION  
FIRST PARCEL.**

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

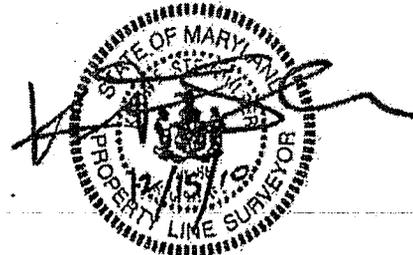
**LANDS OF  
JOHEL LIMITED PARTNERSHIP  
LIBER 4143 FOLIO 440  
6<sup>TH</sup> ELECTION DISTRICT,  
CHARLES COUNTY, MARYLAND**

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<br>508.480.9900 | • Albany, NY<br>518.438.9900 | • Ronkonkoma, NY<br>631.738.1200 | • Warren, NJ<br>908.668.8300    | • Center Valley, PA<br>610.709.9971 | • Chalfont, PA<br>215.996.9100 |
| • Philadelphia, PA<br>267.402.3400 | • Towson, MD<br>410.821.7900 | • Bowie, MD<br>301.809.4500      | • Warrenton, VA<br>540.349.4500 | • Fort Lauderdale, FL               | • Tampa, FL                    |

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**Annexation Agreement**

**B**



# BOHLER ENGINEERING

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

## METES AND BOUNDS DESCRIPTION

PART OF  
CRAIN HIGHWAY - U.S. RTE. 301  
PROPOSED AREA FOR ANNEXATION INTO  
THE TOWN OF LaPLATA, MARYLAND  
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 FOOT RIGHT-OF-WAY OF CRAIN HIGHWAY - U.S. RTE. 301 (SRC PLAT NOS. 5214 AND 5215) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND WITH A THROUGH LINE;

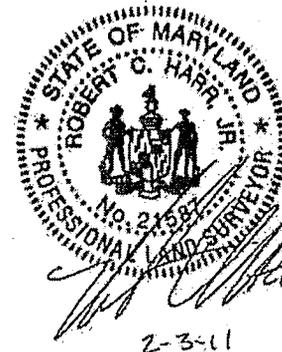
SOUTH 83 DEGREES - 56 MINUTES - 57 SECONDS WEST, 150.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CRAIN HIGHWAY, THENCE WITH SAID RIGHT-OF-WAY LINE;

NORTH 06 DEGREES - 03 MINUTES - 03 SECONDS WEST, 1193.83 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LIMITS AND WITH A THROUGH LINE;

NORTH 83 DEGREES - 56 MINUTES - 57 SECONDS EAST, 150.00 FEET A REBAR WITH CAP FOUND IN THE SAID EASTERLY RIGHT-OF-WAY LIMITS OF CRAIN HIGHWAY, THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE;

SOUTH 06 DEGREES - 03 MINUTES - 03 SECONDS EAST, 1193.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 179,074 SQUARE FEET OR 4.111 ACRES.



### OTHER OFFICE LOCATIONS:

- Southborough, MA  
508.480.9900
- Albany, NY  
518.438.9900
- Ronkonkoma, NY  
631.738.1200
- Warren, NJ  
908.668.8200
- 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  
954.444.4444
- Tampa, FL  
813.379.6100

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Sterling, VA 20164  
PHONE 703.709.9500  
FAX 703.709.9501

**METES AND BOUNDS DESCRIPTION  
SECOND PARCEL**

**LANDS OF  
FAISON-ROSEWICK, LLC  
LIBER 5965 FOLIO 647  
6<sup>TH</sup> 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<br>508.480.9900 | • Albany, NY<br>518.438.9900 | • Ronkonkoma, NY<br>631.738.1200 | • Warren, NJ<br>908.668.8300   | • Center Valley, PA<br>610.709.9971 | • Chalfont, PA<br>215.996.9100 |
| • Philadelphia, PA<br>267.402.3400 | • Towson, MD<br>410.821.7900 | • Bowie, MD<br>301.809.4500      | • Warrenton, VA<br>540.349.450 | • Fort Lauderdale, FL               |                                |

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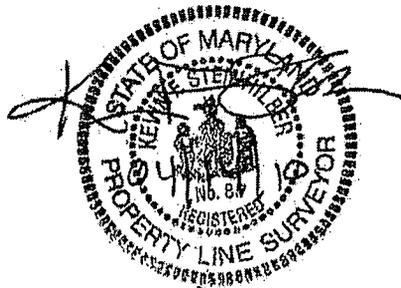
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10. SOUTH 04 DEGREES - 30 MINUTES - 33 SECONDS EAST, 313.00 FEET TO A CONCRETE MONUMENT FOUND MARKING THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN THE LANDS OF SAID FAISON-ROSEWICK, LLC ON THE WEST, AND STATE OF MARYLAND, STATE 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

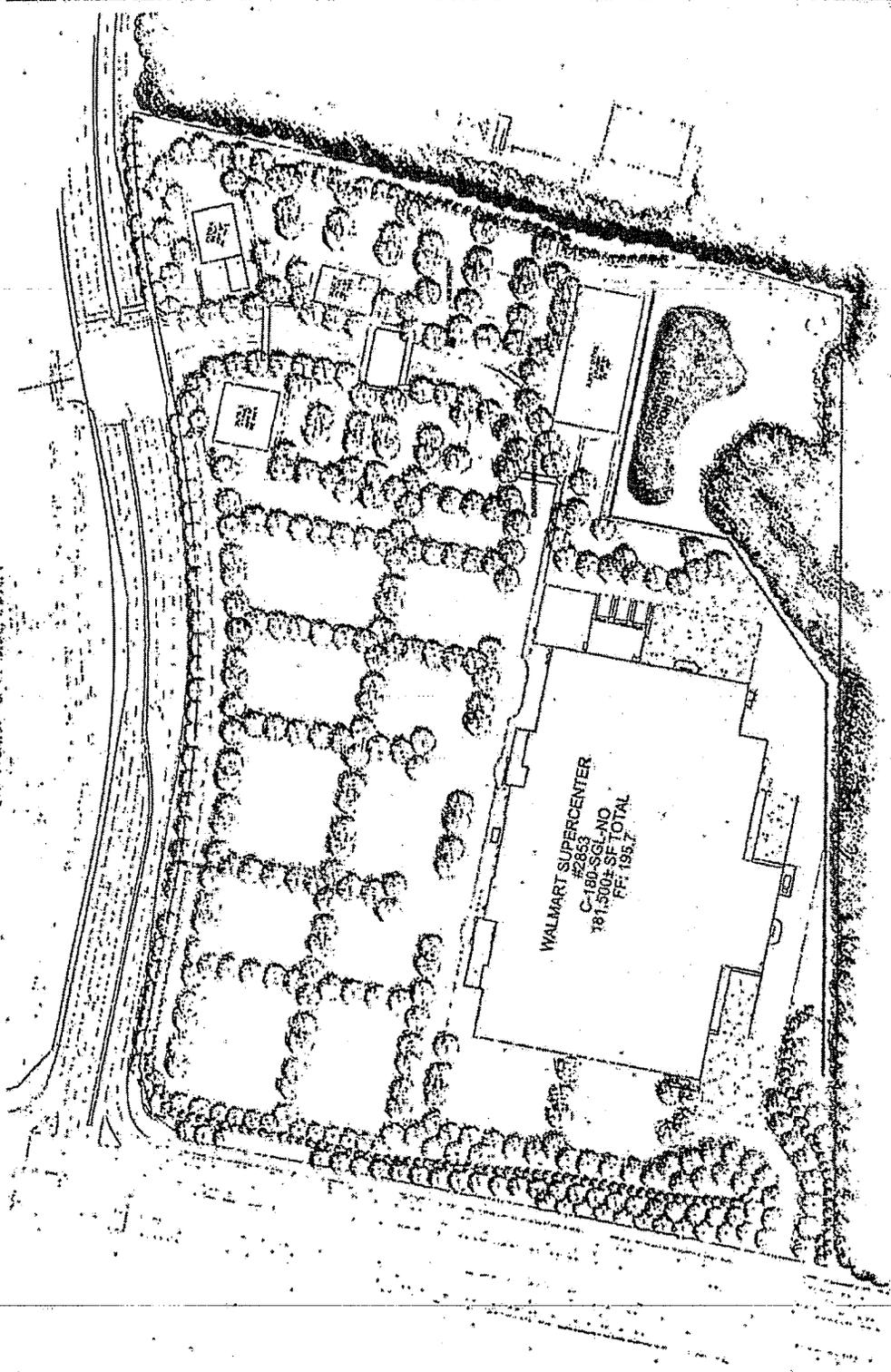
Page 2

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:

Conceptual Site Plan  
1/11/03 2:00 PM

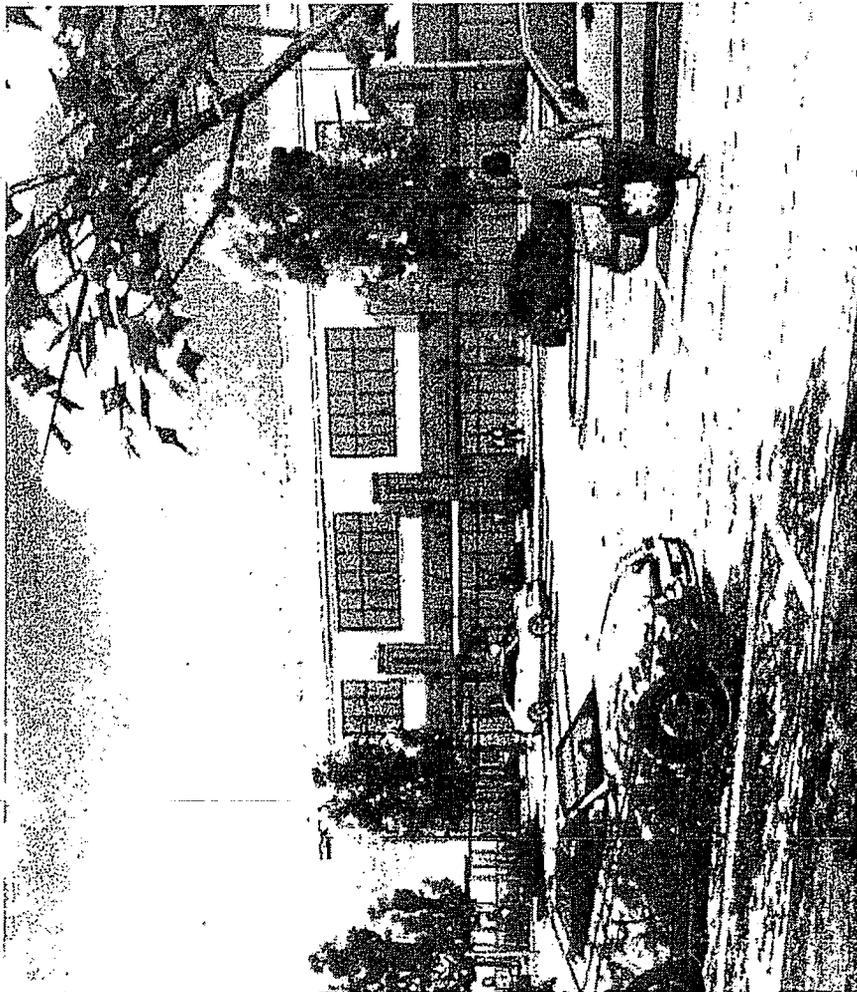


THE BERRY GROUP, INC.  
GENERAL CONTRACTING  
LANDSCAPE ARCHITECTURE

**LaPlata Crossing**

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

December 9<sup>th</sup>, 2010



**TABLE OF CONTENTS**

**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.

**COMMERCIAL HIGHWAY DISTRICT (C-H)**

**A. SITE PLANNING**

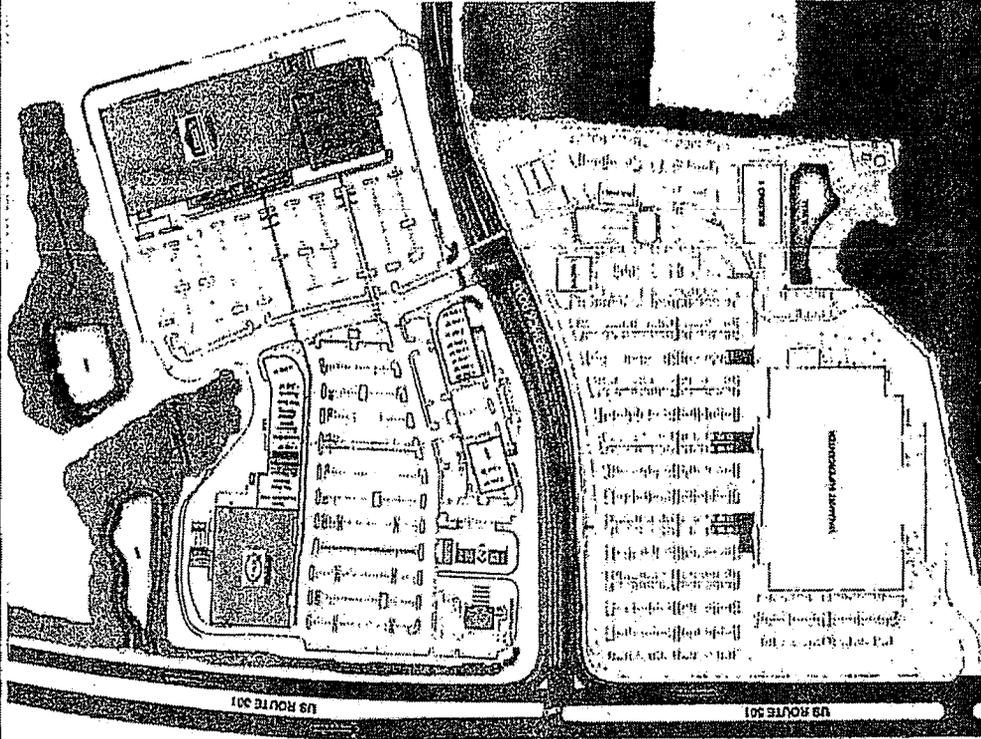
**A1 Building Location and Orientation**

**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.*

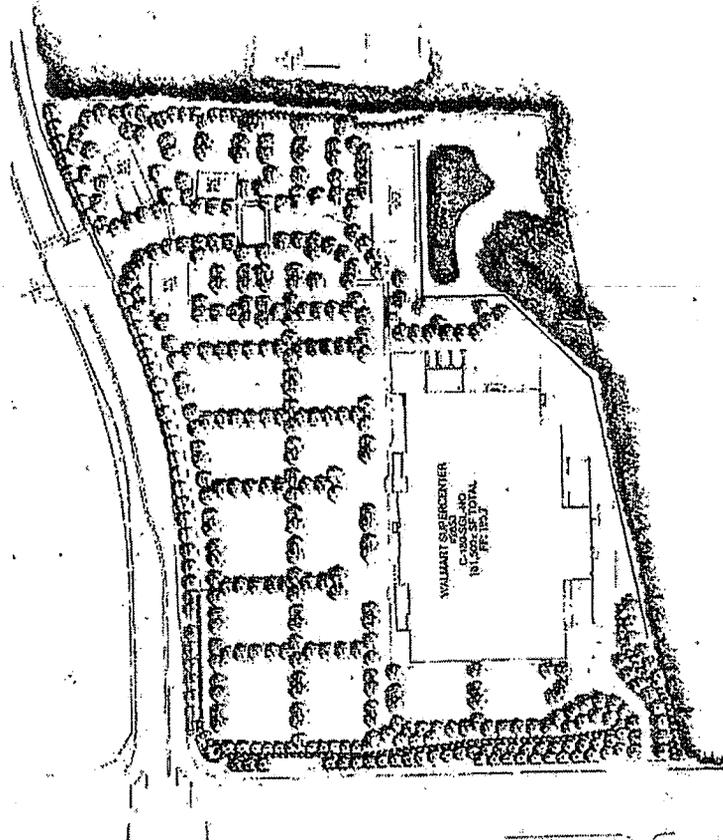
**A2 Parking Lot Orientation**

**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 arrangements relative to the parking areas and buildings reinforces the pedestrian access to the buildings.*

**COMMERCIAL HIGHWAY DISTRICT (C-H)**  
**A. SITE PLANNING**

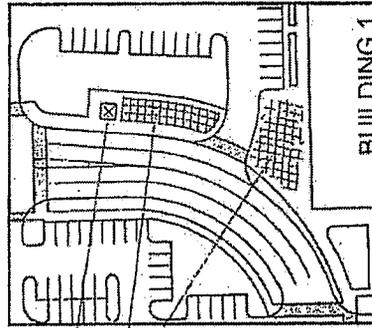
**A3 Open Space and Central Features**

**INTENT:**

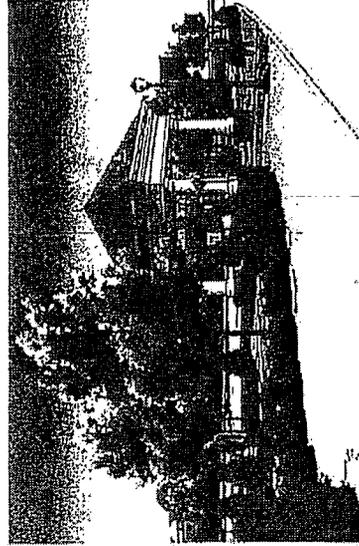
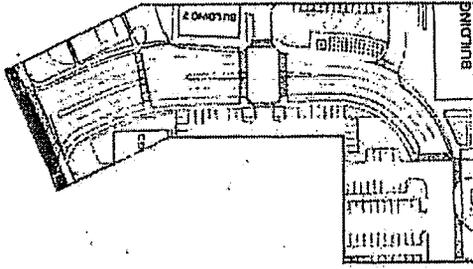
To develop public open spaces as central features that promote a visually pleasing, safe, and active environment for workers, residents and visitors.

**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.*

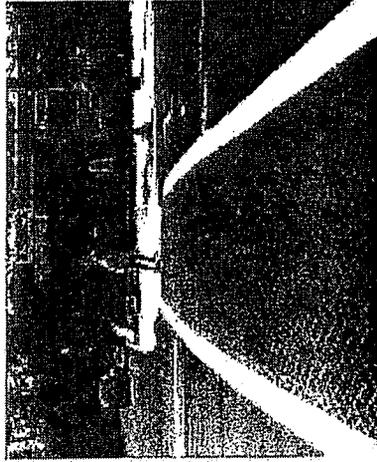
### A4 Pedestrian Flow

**INTENT:**

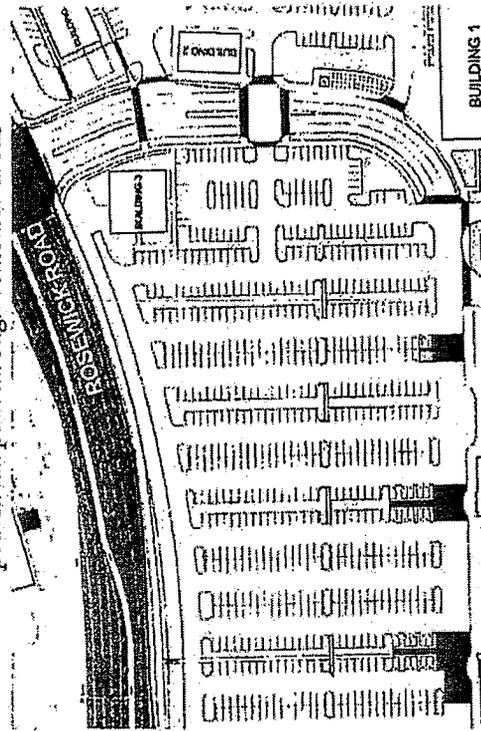
To create opportunities for connections between the Commercial Highway District and adjacent residential neighborhoods.

**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.



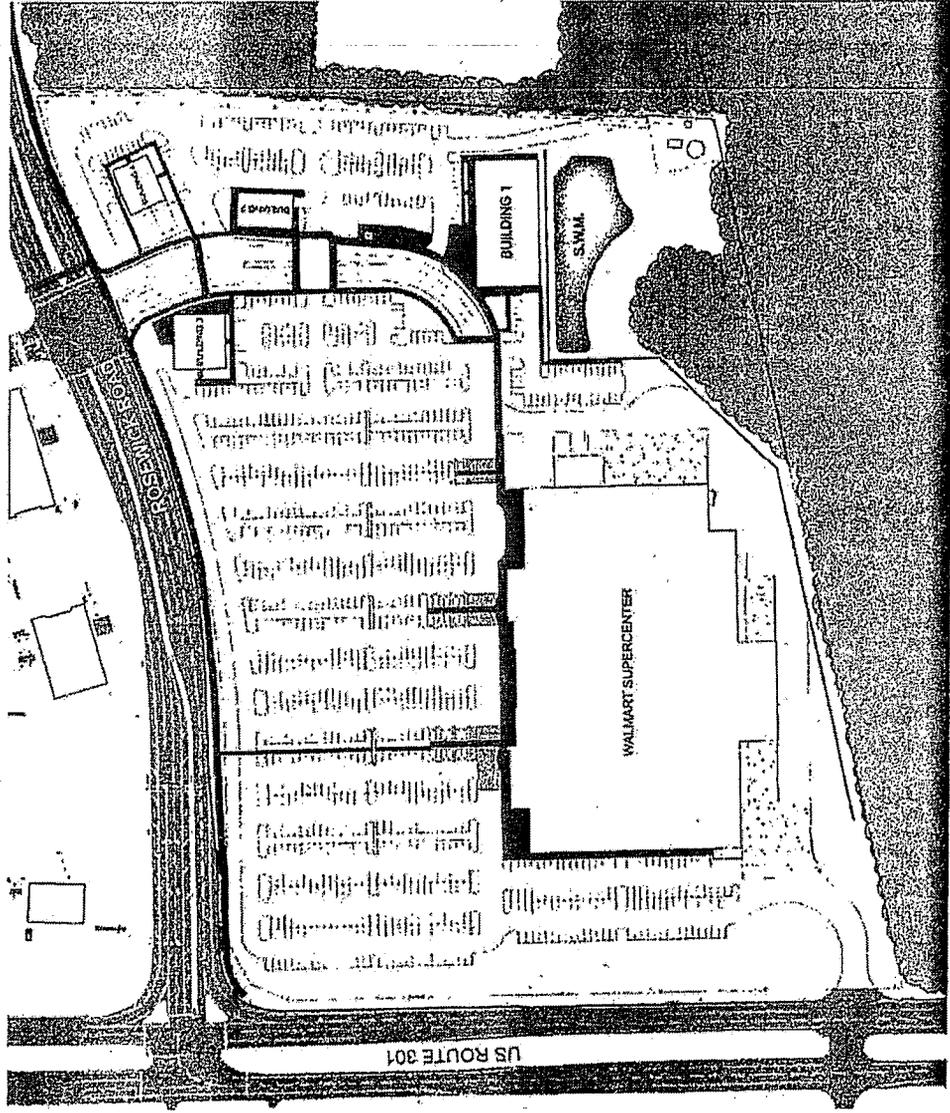
*Decorative patterns define a clear pedestrian path through vehicular areas*



*Special decorative paving areas and marked pedestrian zones.*

COMMERCIAL HIGHWAY DISTRICT (C-H) A SITE PLANNING

A4 Pedestrian Flow (continued)



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

COMMERCIAL HIGHWAY DISTRICT (C-H) A. SITE PLANNING

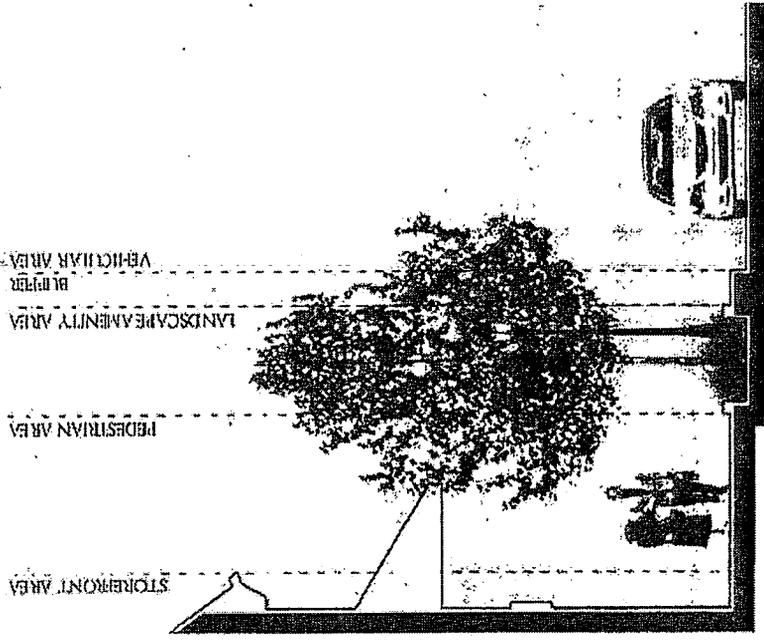
**A5 Landscaping**

**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.*

COMMERCIAL HIGHWAY DISTRICT (C-H) A. SITE PLANNING

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 ginnata '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

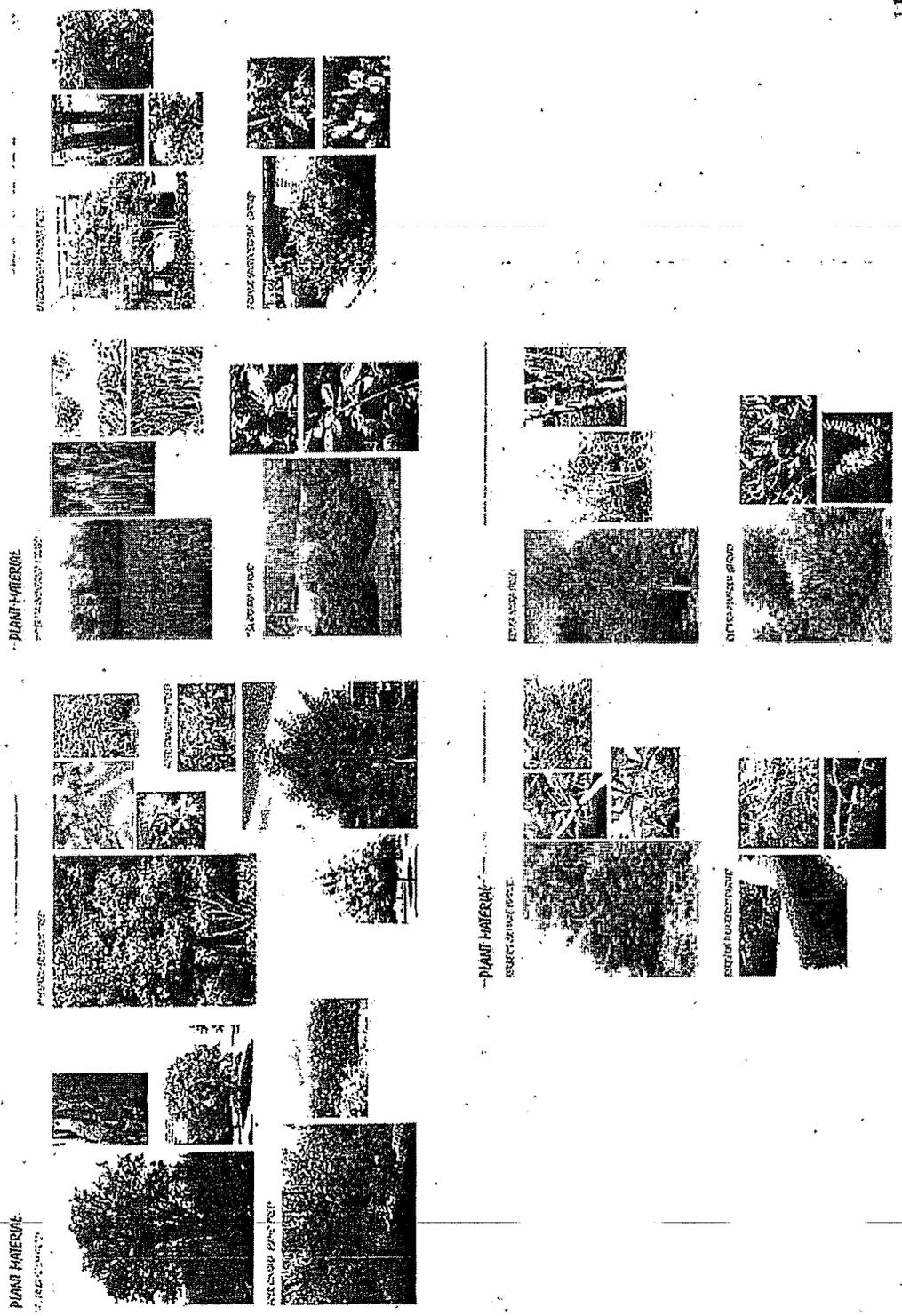
Abbreviation	Scientific Name	Common Name	Size	Spacing	Comments
BJ	Berberis julianae	Wintergreen Barberry	5 gal. cont.	as shown	
BTC	Berberis thunbergii 'Atro Purpurea'	Crimson Pygmy Barberry	5 gal. cont.	as shown	
CAR	Clethra alnifolia 'Ruby Spice'	Ruby Spice Summersweet Clethra	5 gal. cont.	as shown	
EP	Enkianthus perulatis	White Enkianthus	5 gal. cont.	as shown	
ICH	Ilex crenata 'Helleri'	Helleri Japanese Holly	5 gal. cont.	as shown	
ICK	Ilex 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



COMMERCIAL HIGHWAY DISTRICT (C-H) A. SITE PLANNING

A5 Landscaping (continued)



### A6 Landscape Buffer Yard

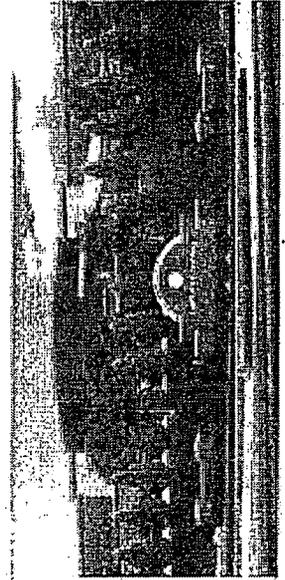
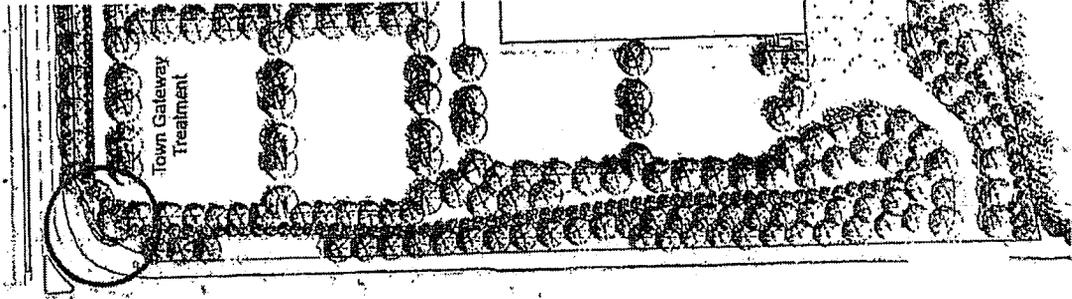
**INTENT:**

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.







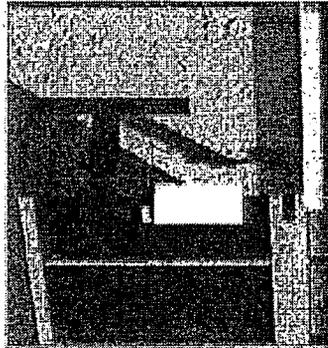
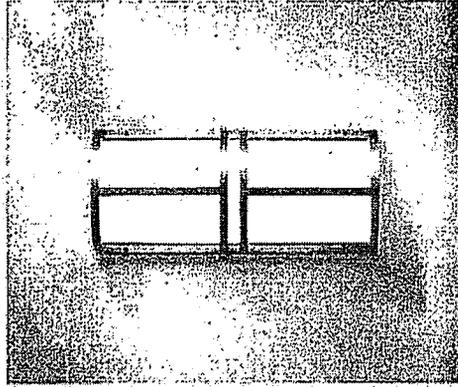
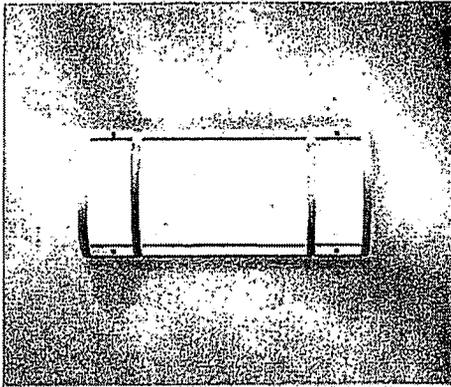
### A7 Lighting (continued)

**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.



VISA LIGHTING  
www.visalighting.com

*Wall sconce light fixture as shown or equal*

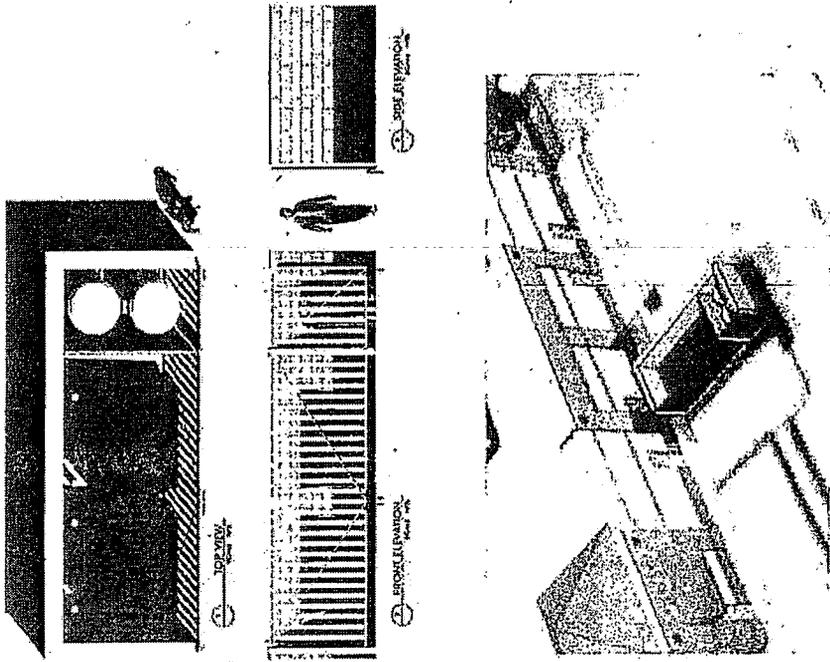
### A8 Screening

**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*

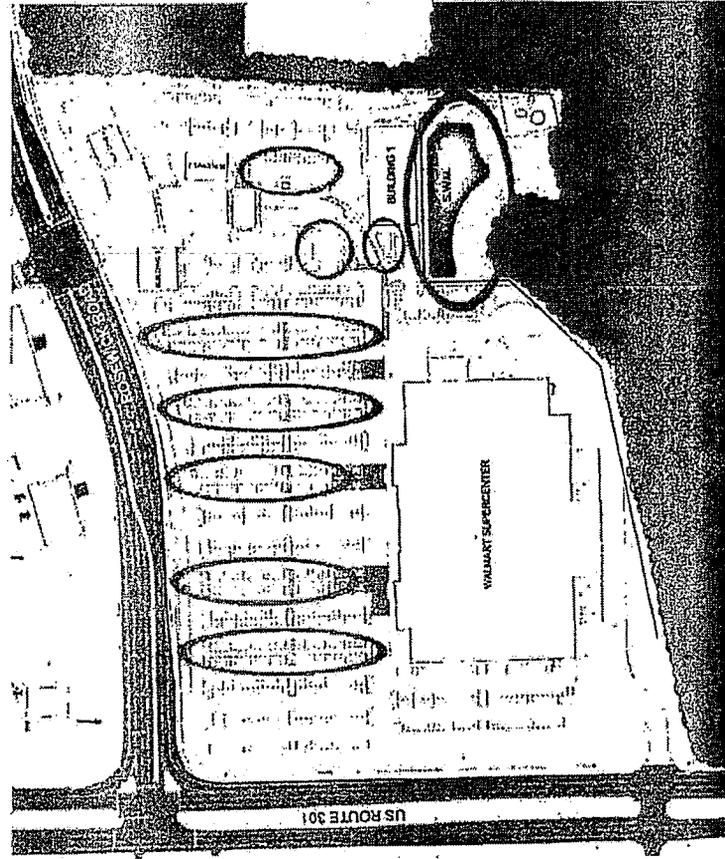
### A9 Storm water Management

**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.



COMMERCIAL HIGHWAY DISTRICT (C-H)

B. BUILDING DESIGN

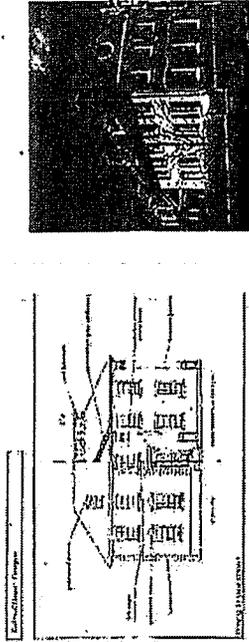
**B1 Surrounding Context**

**INTENT:**

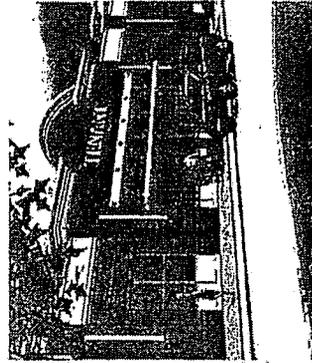
To ensure that infill and new development is compatible with the context of adjacent or nearby buildings and neighborhoods.

**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.

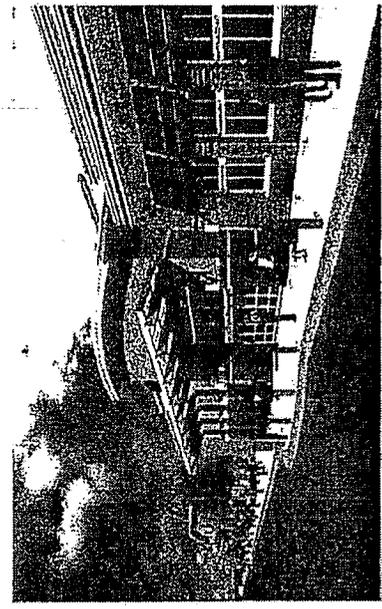
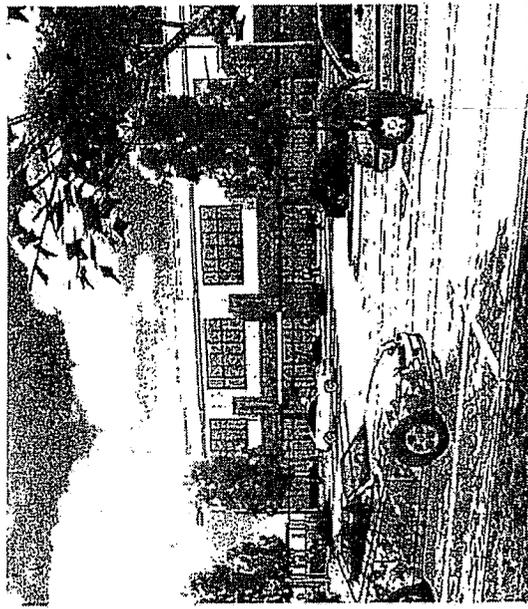
**B3 Massing**

**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 façade 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.



COMMERCIAL HIGHWAY DISTRICT (C-H) B. BUILDING DESIGN

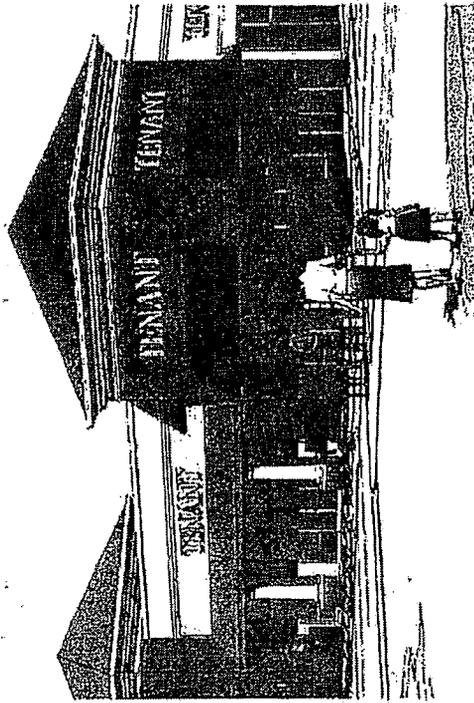
**B4 Corner Buildings**

**INTENT:**

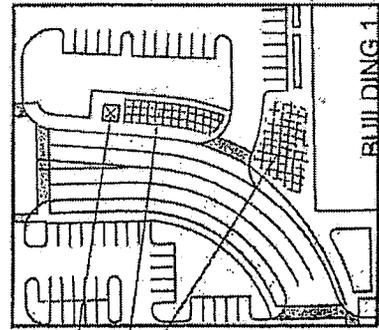
To use distinctive buildings to create defined and active intersections and focal points that stimulate human interest, comfort and use throughout the highway corridor.

**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.*



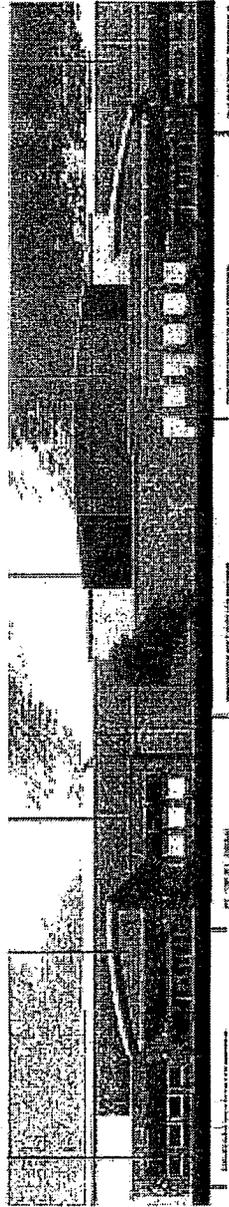
**B5 Multiple Entrances**

**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.*

**B. BUILDING DESIGN**

**COMMERCIAL HIGHWAY DISTRICT (C-H)**

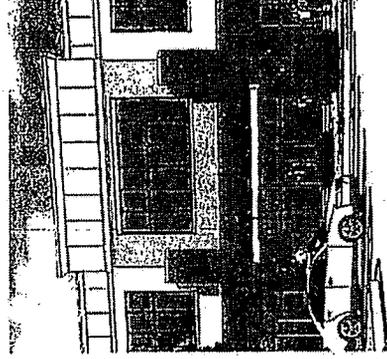
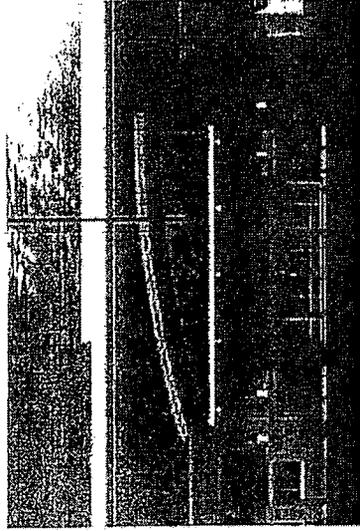
**B6 Prominent Entrances**

**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.*

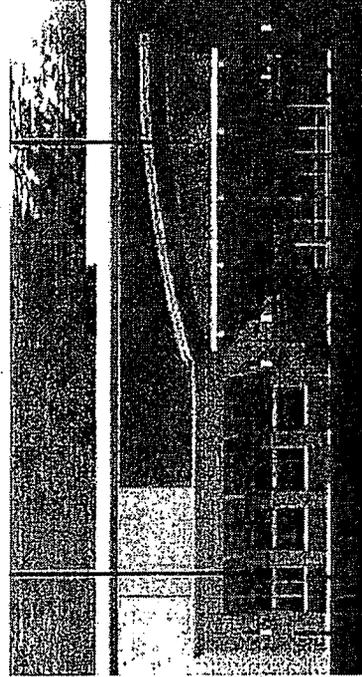
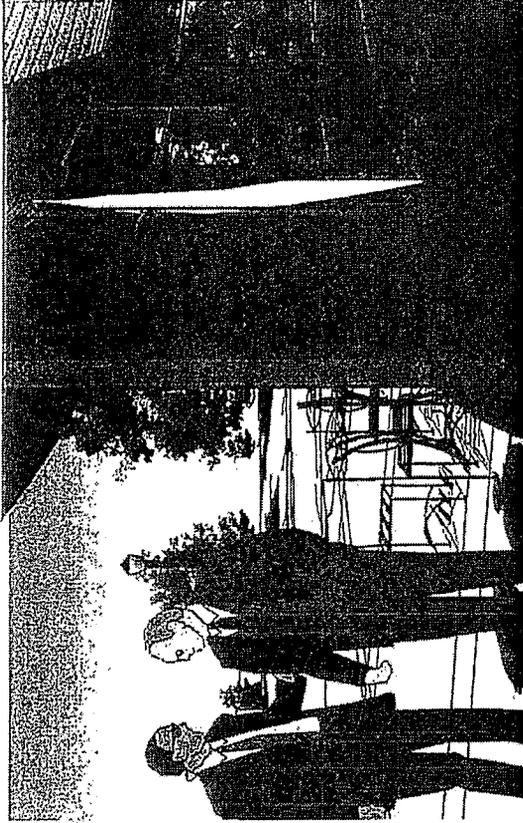
**B7 Façade Transparency**

**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.*

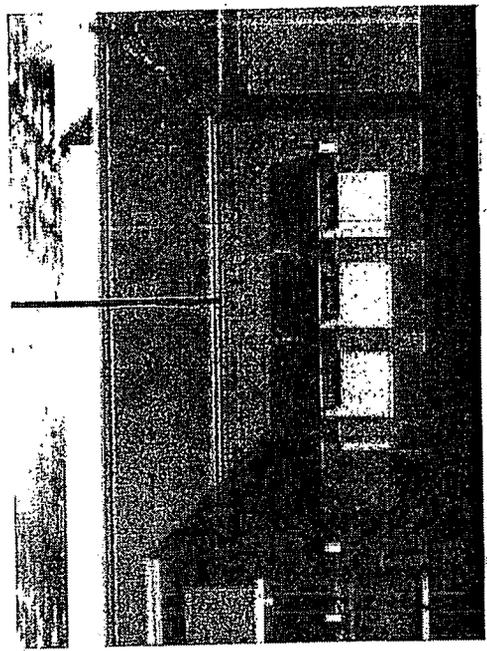
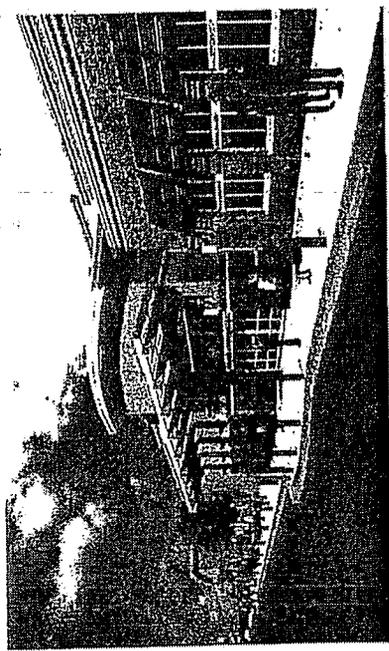
### B8 Blank Walls

**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 façade treatment to provide interest and variety to avoid blank walls.*

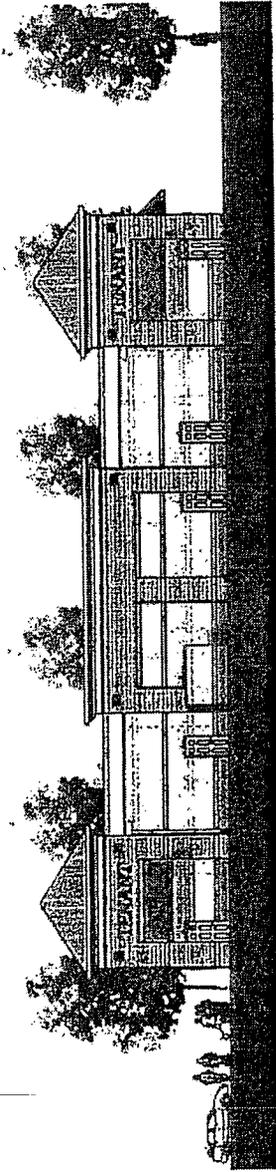
### B9 Rear Facades

**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.*

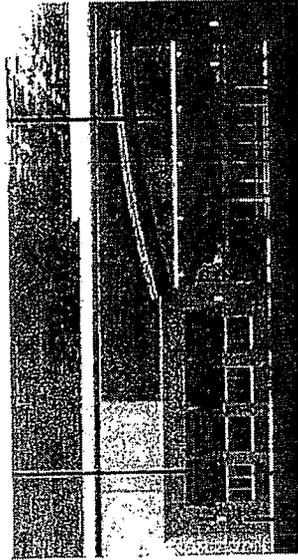
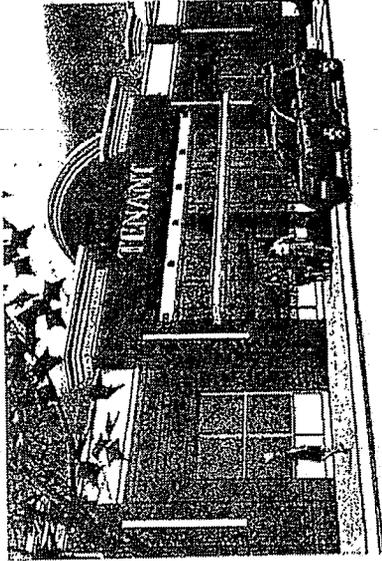
### B10 Roof Form

**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.*

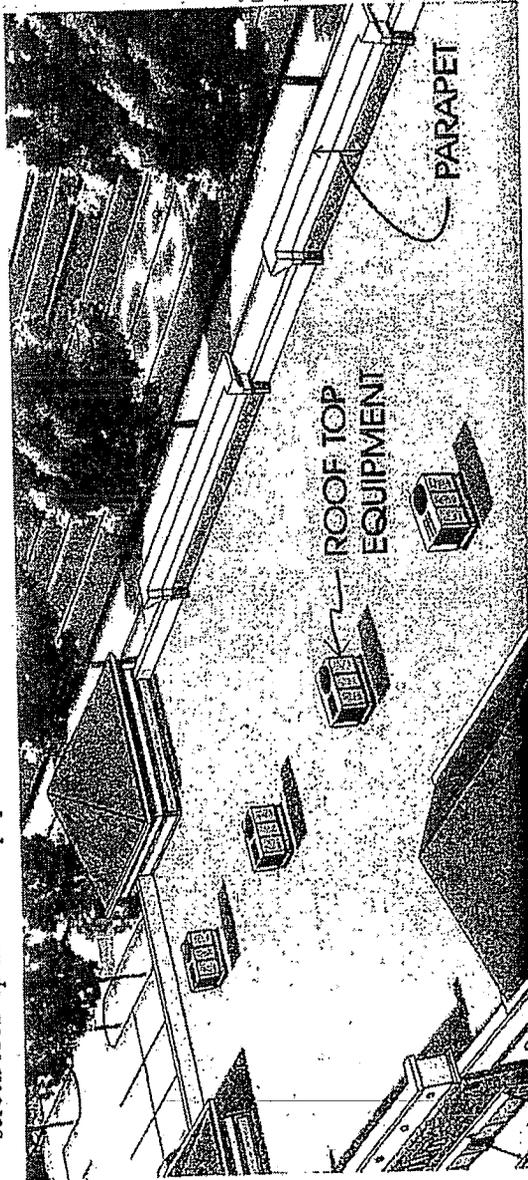
**B11 Screening Rooftop Equipment**

**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.*



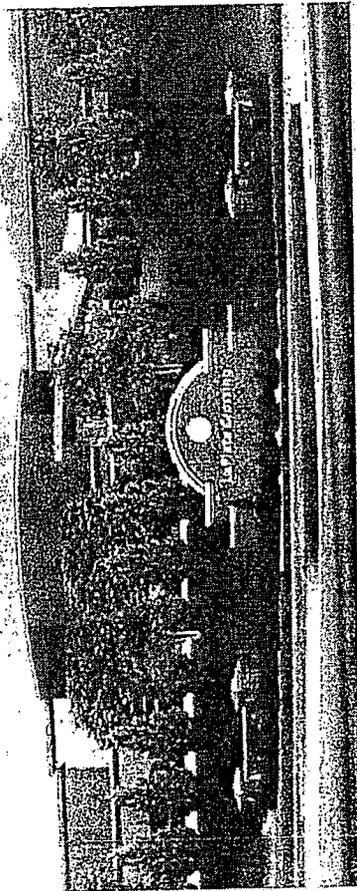
### B13 Fences and walls

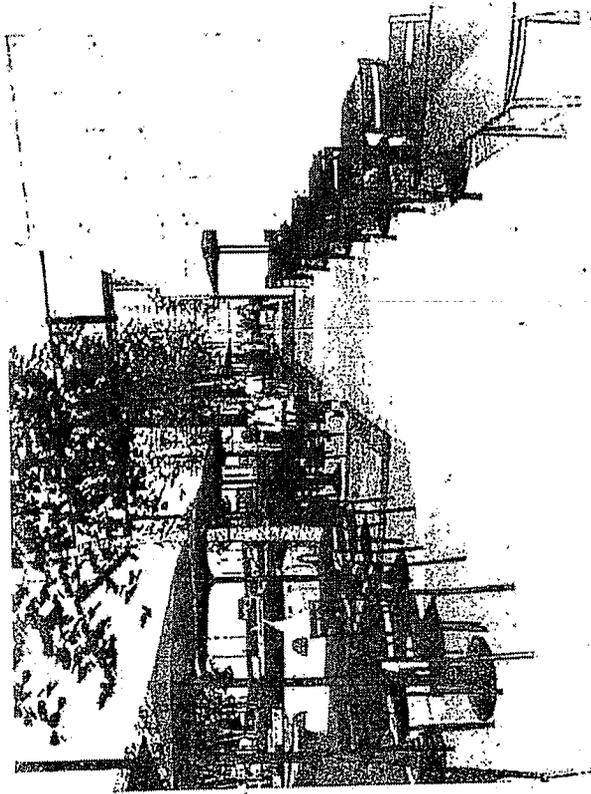
**INTENT:**

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.





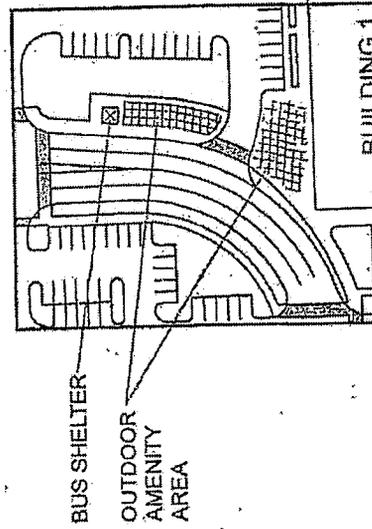
### C1 Pedestrian Interaction

**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.



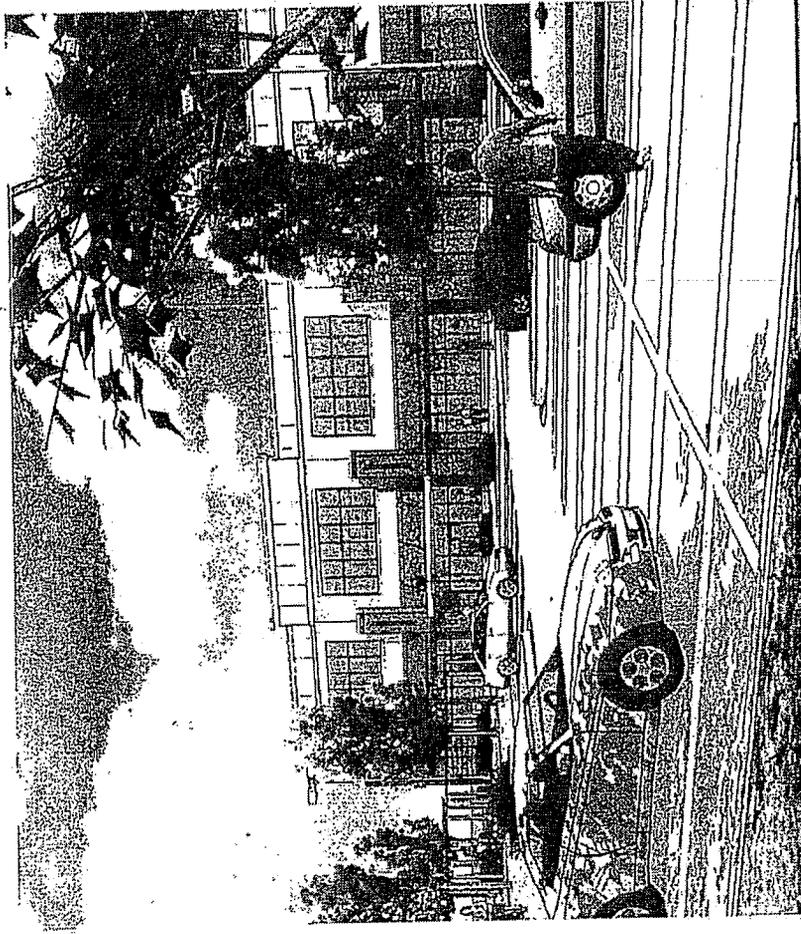
### C2 Human Scale

**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.



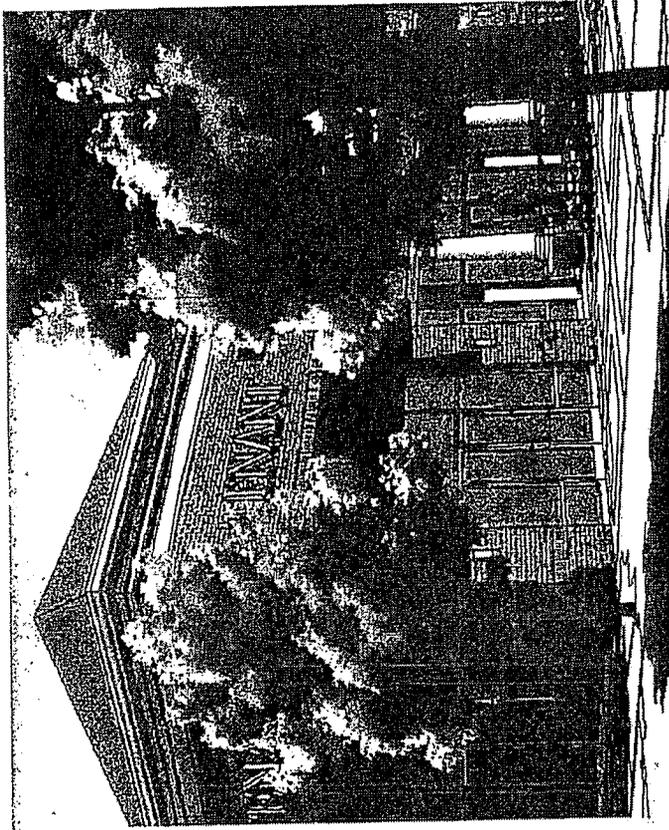
### C3 Active Building Facades

**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.



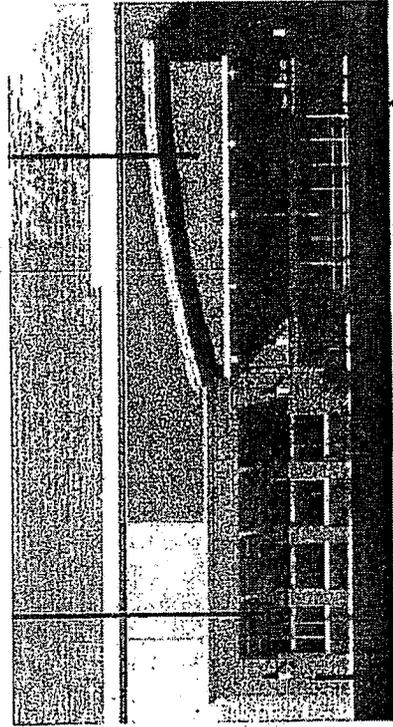
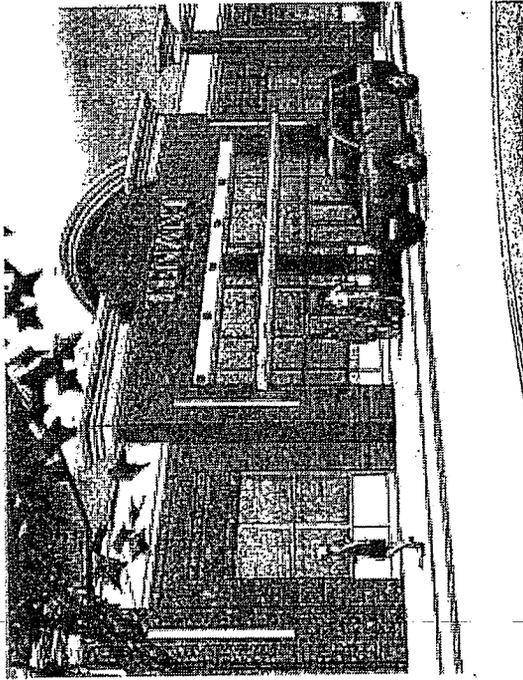
### C4 Weather Protection

**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 façade, provide visual interest and human scale and offer weather protection at the sidewalk level of the building.



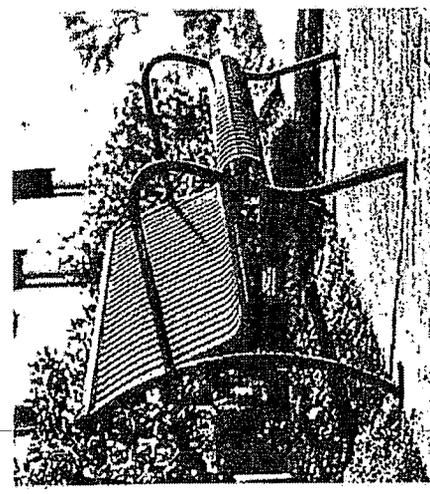
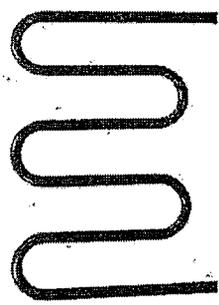
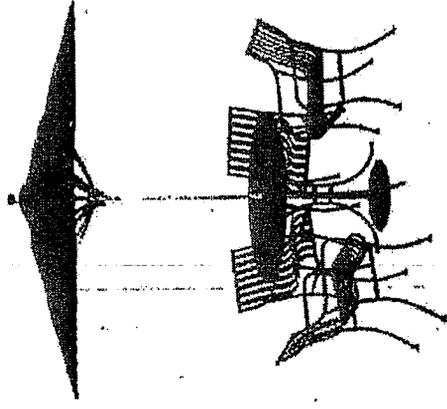
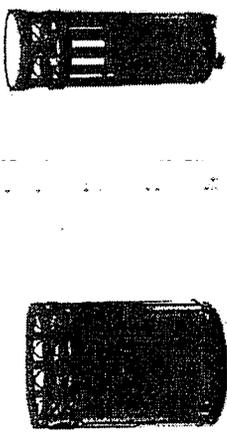
C5 Site Furnishings

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.



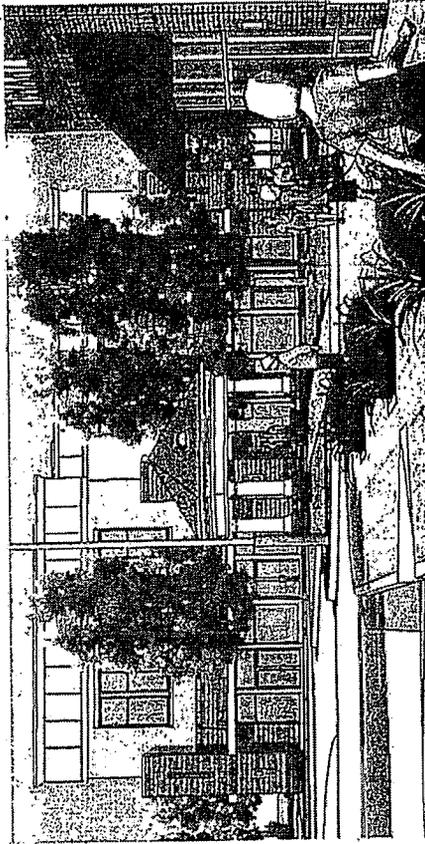
### D1 Sense of Place

#### 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.



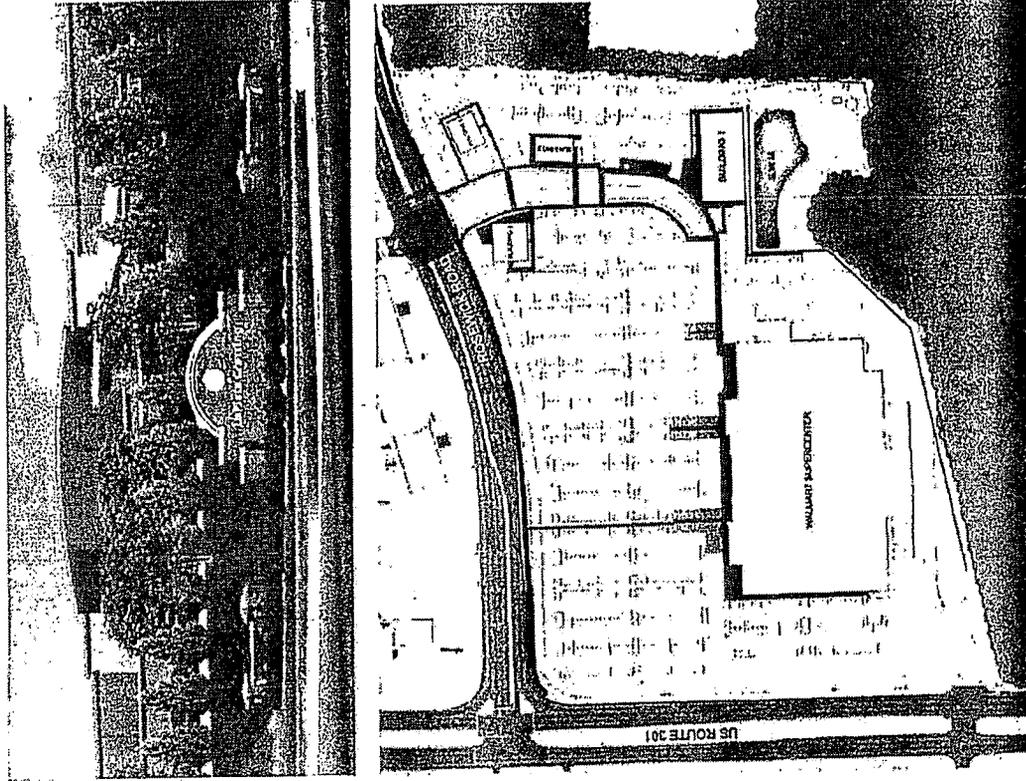
### D2 Unifying Elements

**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.



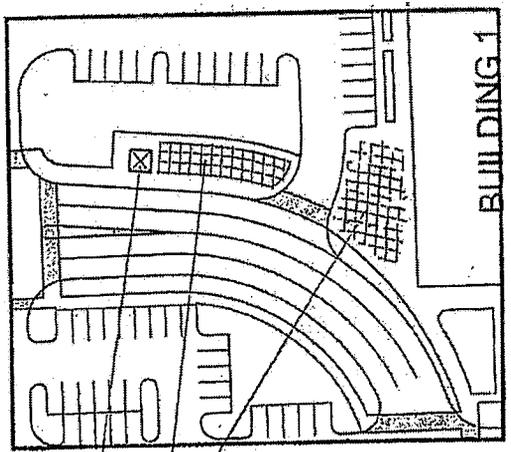
**D3 Sidewalk Activities**

**INTENT:**

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

**SOLUTION:**

- Outdoor restaurant seating, 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.

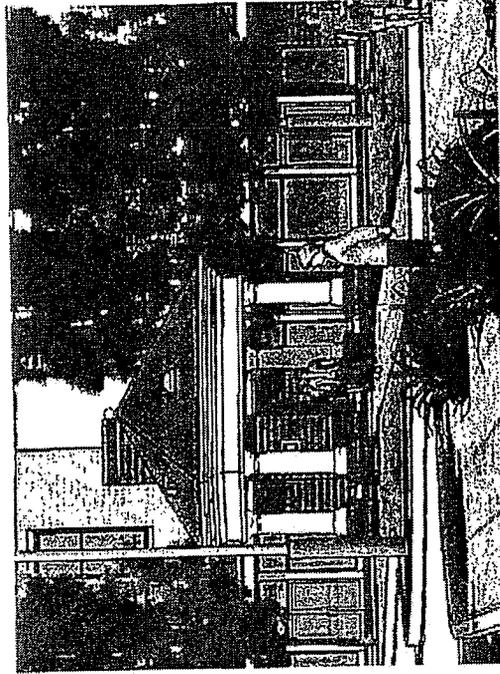
#### D5 Public Transportation

**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

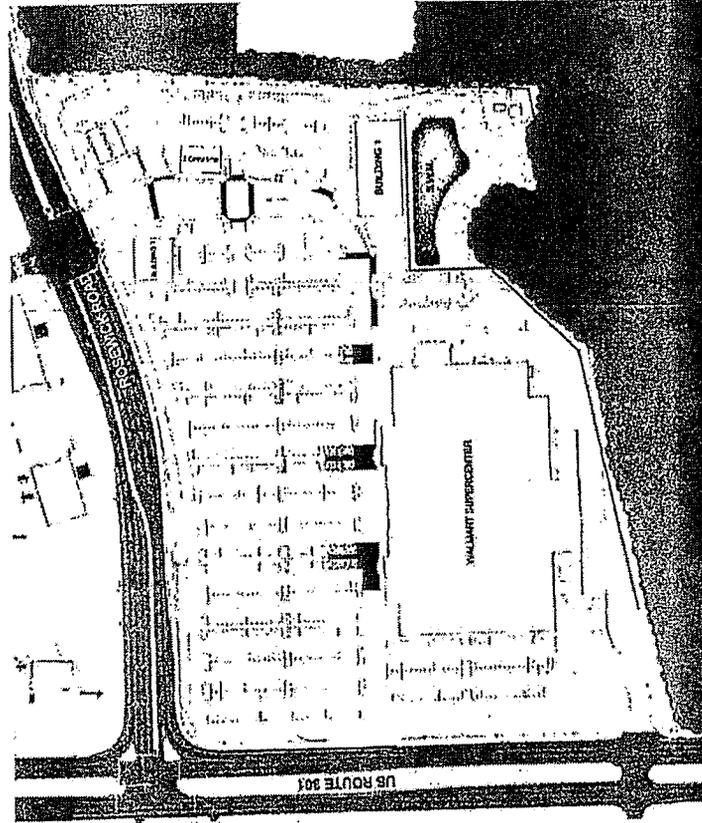
**INTENT:**

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.



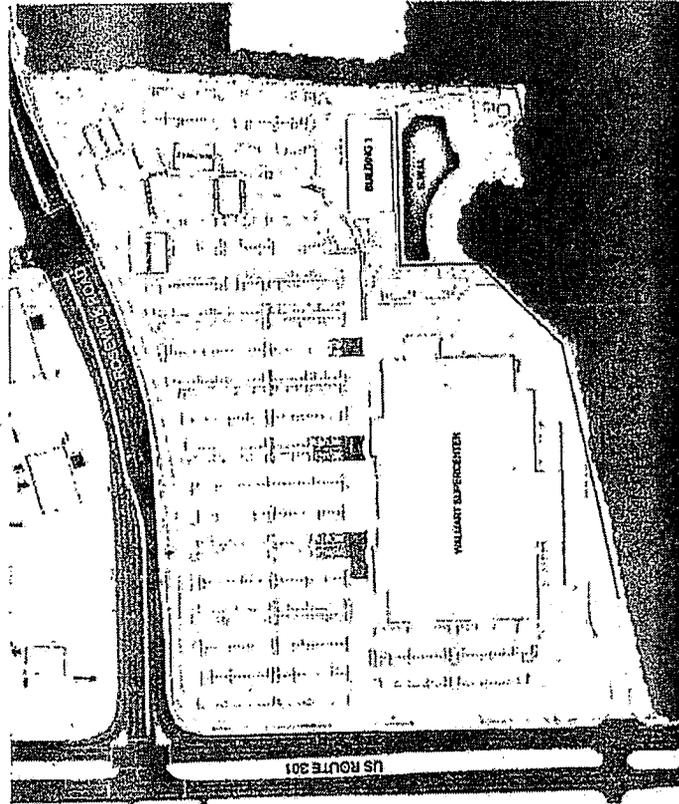
### E2 Parking lot Design

**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.



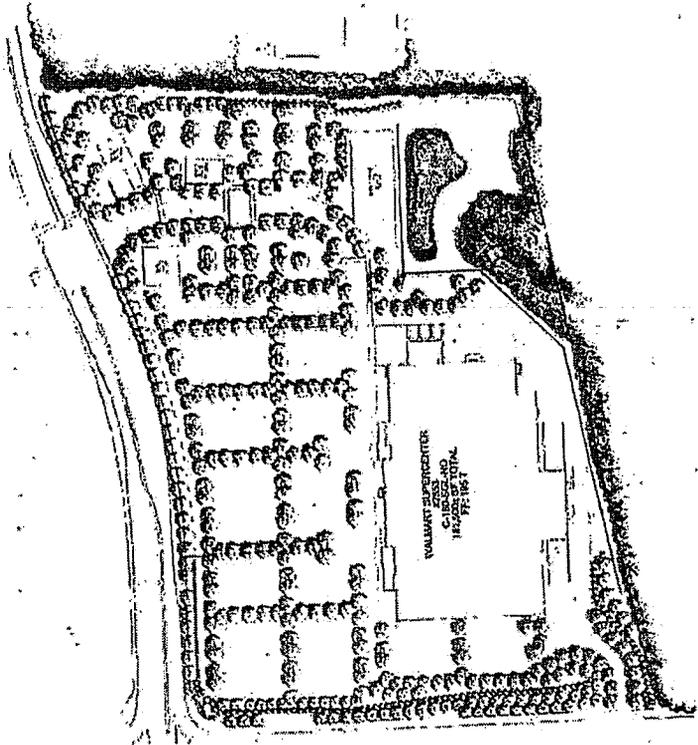
### E3 Parking lot Landscaping

**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.



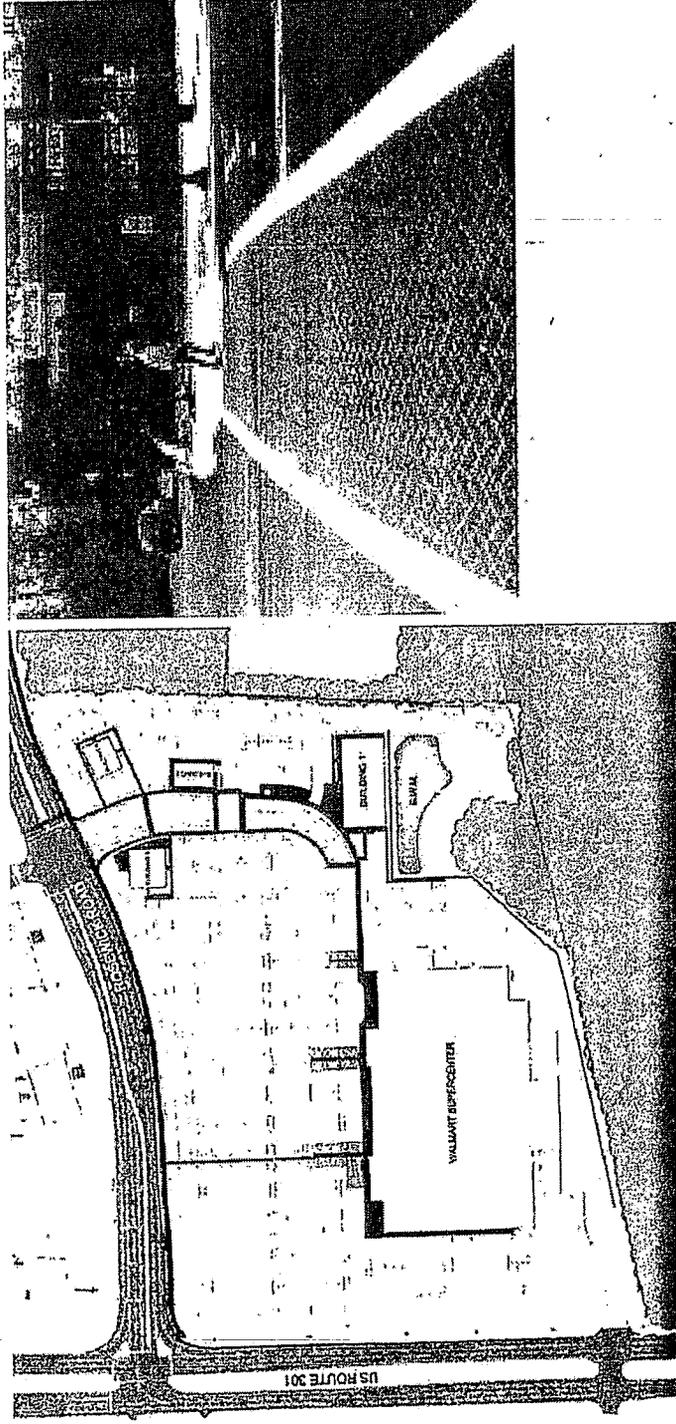
### E4 Pedestrian Connections

**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.



**COMMERCIAL HIGHWAY DISTRICT (C-H) E. VEHICULAR ACCESS & PARKING**

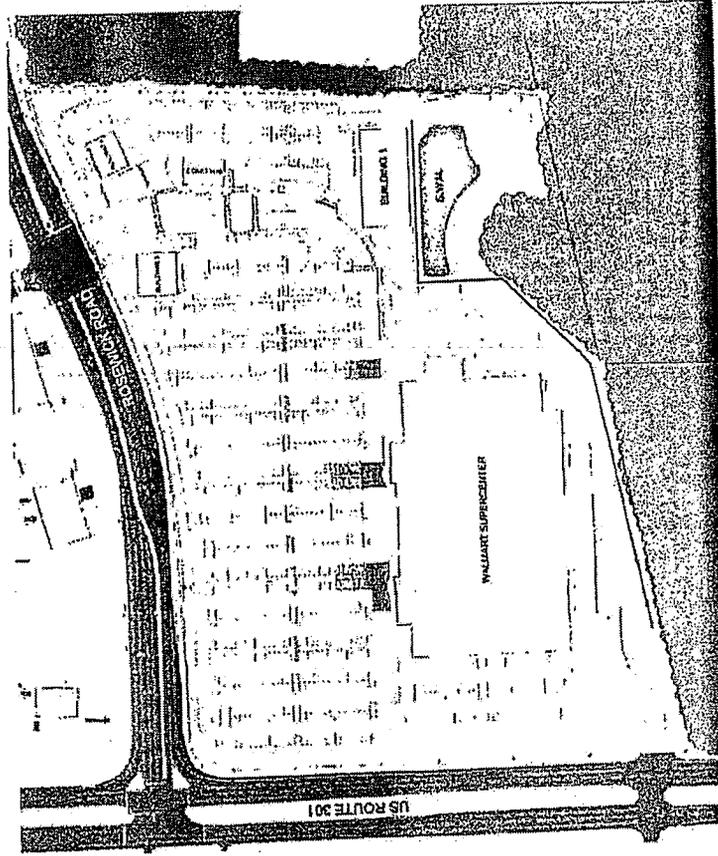
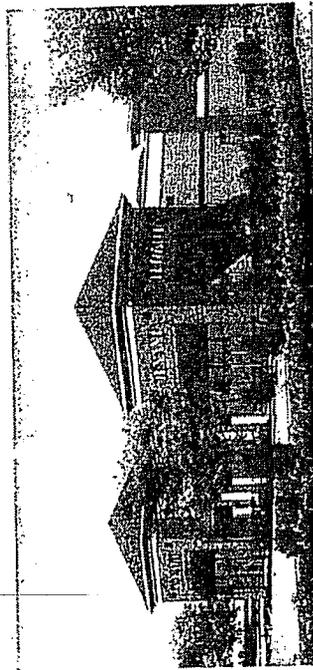
**E5 Drive Thru Lanes**

**INTENT:**

Intent: To ensure that the streetscape environment is lively, walkable 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.

**F. SIGNAGE**

**COMMERCIAL HIGHWAY DISTRICT (C-H)**

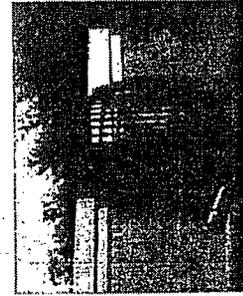
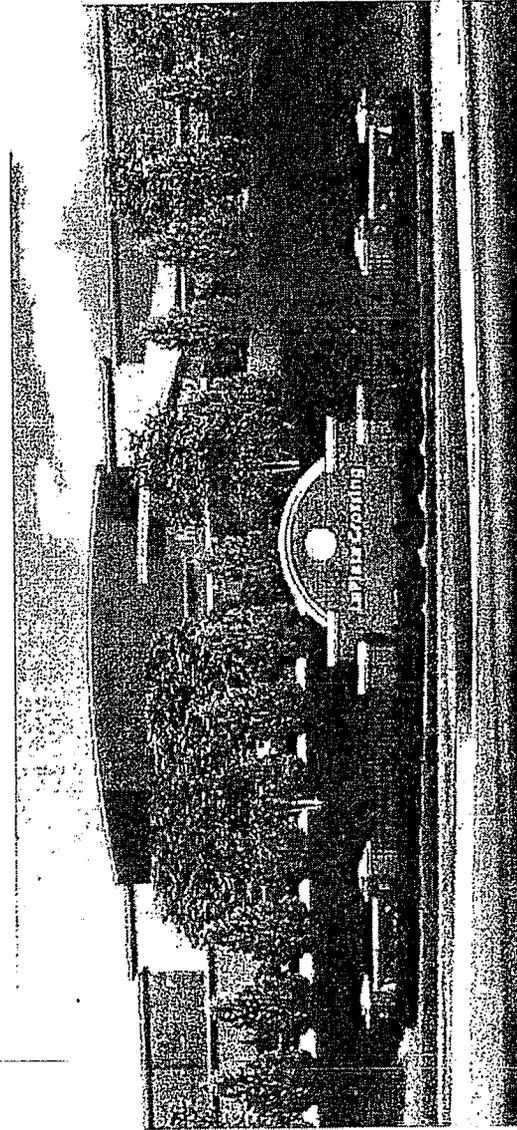
**E3 Illumination**

**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.



COMMERCIAL HIGHWAY DISTRICT (C-H)

PART III

APPENDIX

EXHIBIT A - WALMART SPECIFIC RESPONSE



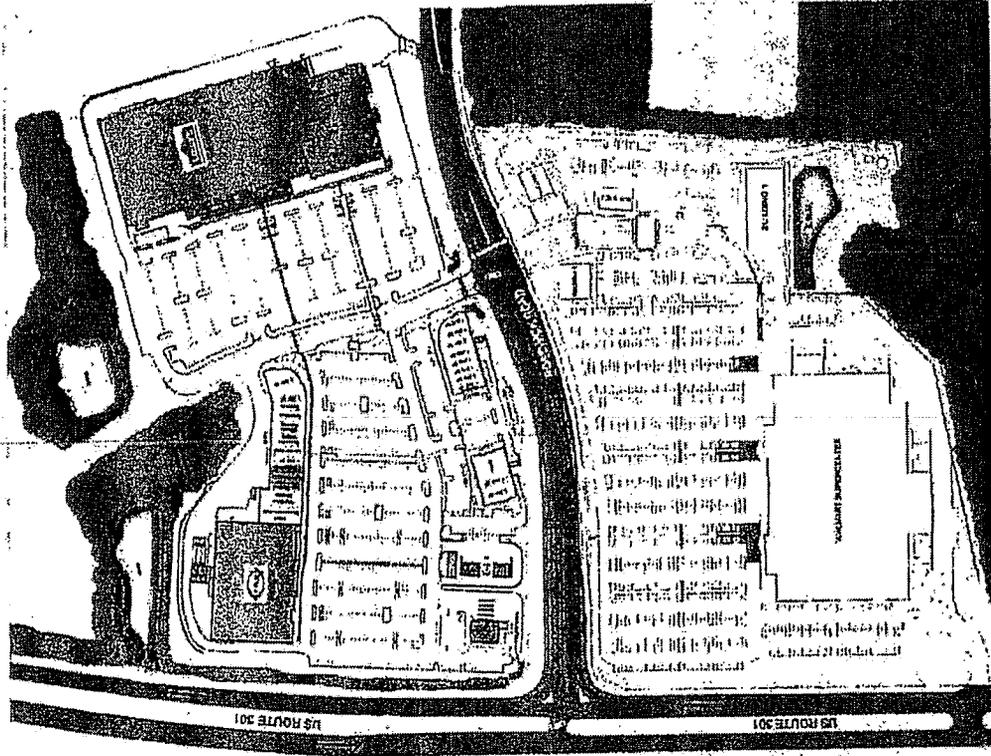
La Plata, MD Store #2853-01

 David L. Hoffman, FAIA

Issued December 13, 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

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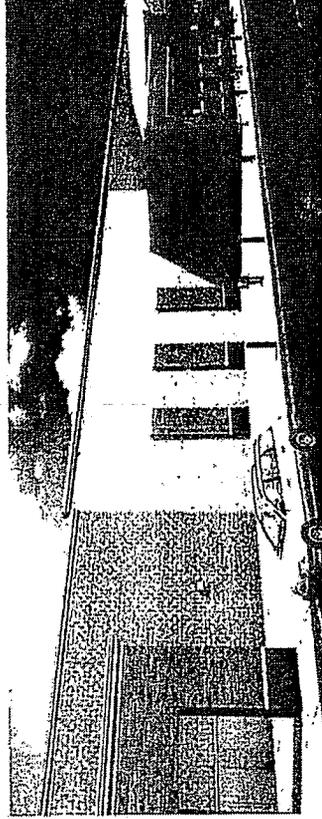
Section A: Site Planning 2



**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 palette 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.



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.

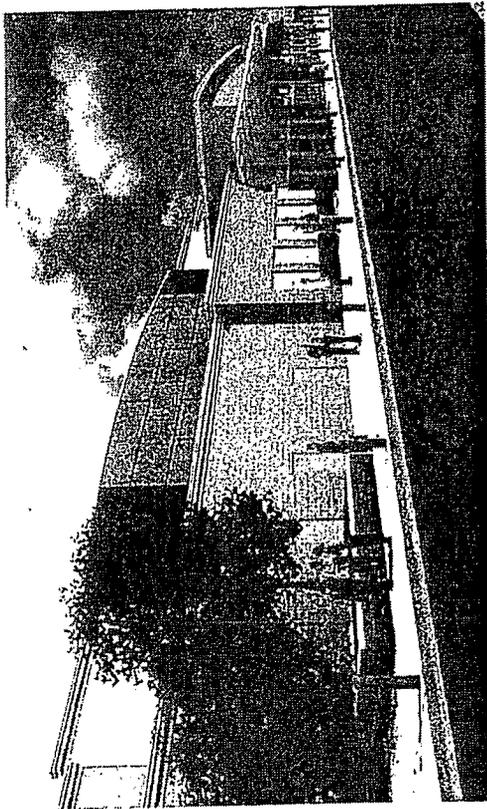
B13-A combination of fence, wall and sign features are integrated at the main entrances to the shopping center.



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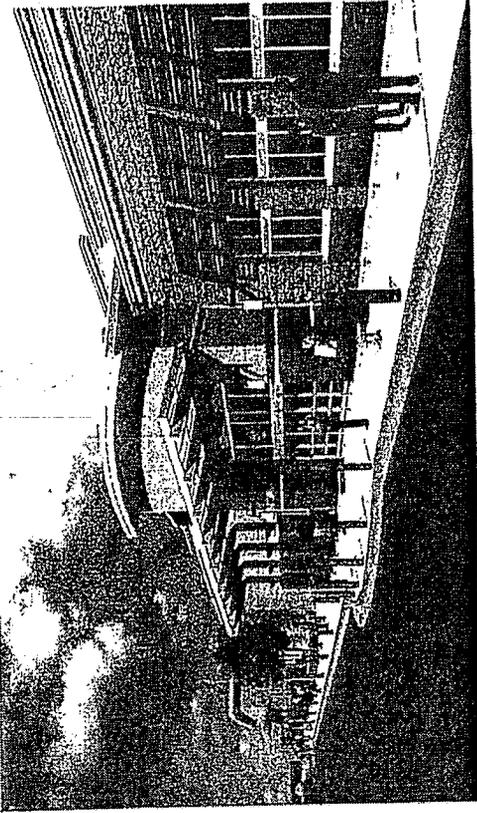
La Plata, MD Store #2853-01

Section B: Building Design. 3

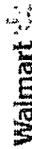


**The Streetscape Solutions.**

- 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 façade 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 façade, 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.



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Section C: The Streetscape 4.

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

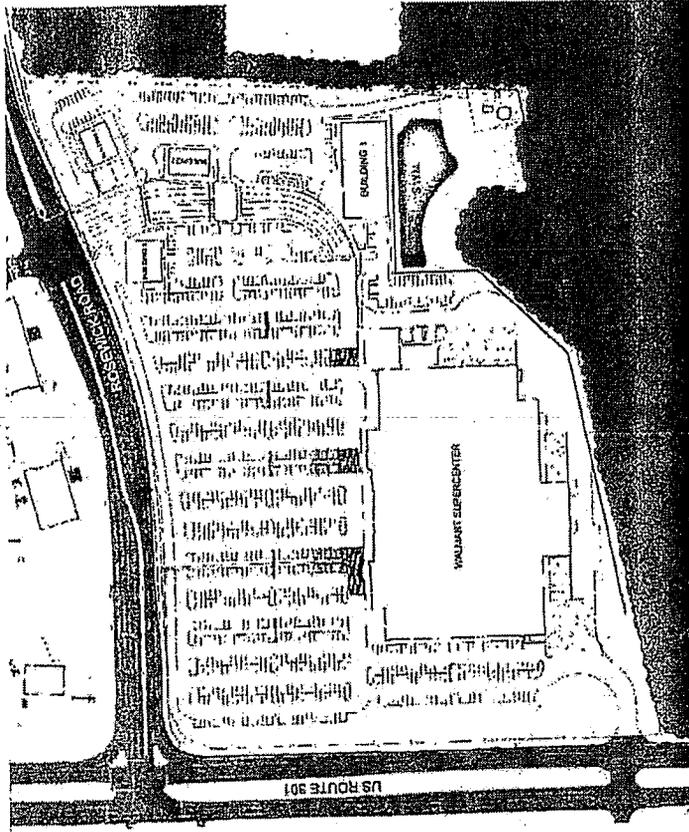
The use of repeated common theme elements throughout the project areas provides a unifying theme and reinforces the sense of place.

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 access.



Walmart

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Section D: Amenities for the Public

5

## 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.

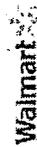
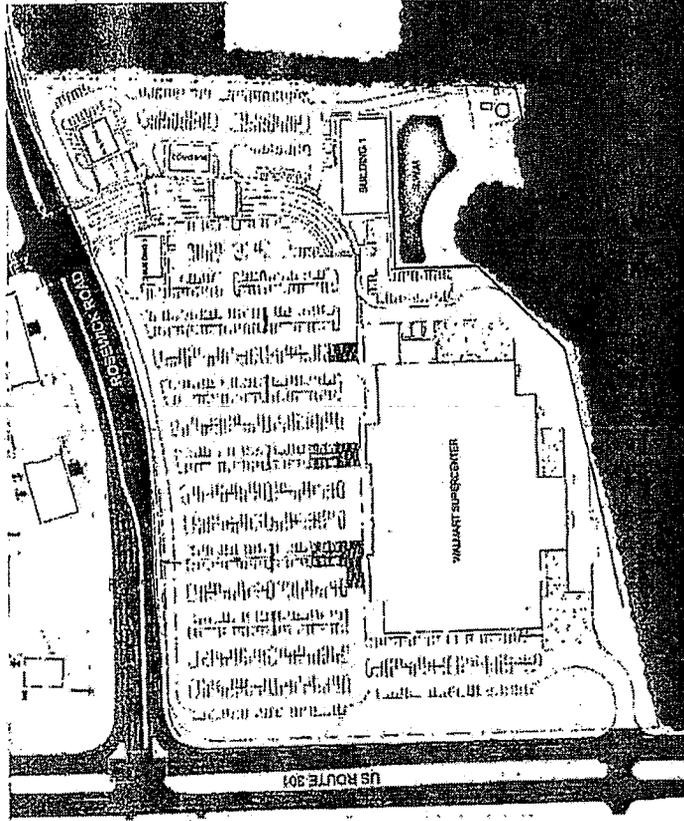
Planting islands are located throughout the lot and area planted with shade trees, low shrubs and/or ground cover.

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 handcarts.

E5-Access and stacking lanes are located on the side of the buildings.

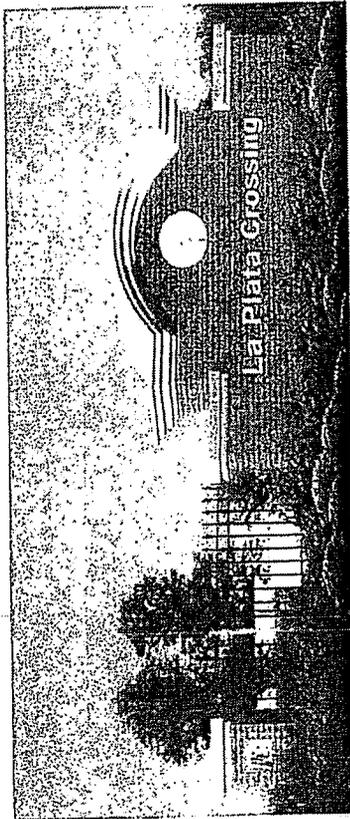


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Section E: Vehicular Access & Parking

6



**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 complements 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.

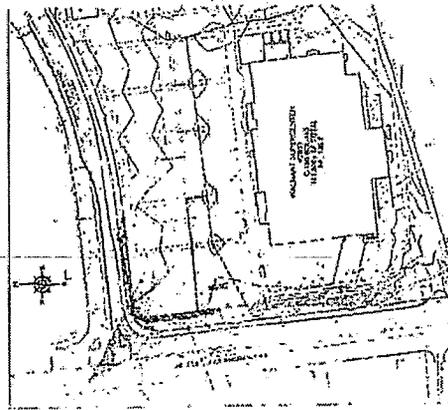
F3-Simple spotlights are provided to allow ample light without spilling over into adjacent properties and roadways and are screened with landscaping.



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Perspective Looking Northeast



Reference Field of View

Walmart

David L. Hoffmann, FAIP

December 13, 2010

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Sight Perspective 8



