THE EFFECTIVE DATE OF THIS ORDINANCE IS June 13, 2013

ORDINANCE NO. 13-10-638

OPINION, FINDINGS AND ORDINANCE
OF
THE BOARD OF COUNTY COMMISSIONERS
OF
FREDERICK COUNTY, MARYLAND

RE: WESTVIEW SOUTH MXD
(REZONING CASE NO. R-00-02(A))

OPINION/FINDINGS

Westview South Holdings LLC, representing several separate LLCs for individual parcels, filed this application to amend the Phase I Plan for the Westview South MXD to include a residential component of up to 615 dwelling units and to rezone an additional 9.33 acres from Limited Industrial (LI) to Mixed-Use Development (MXD). The property is located between New Design Road and Maryland Route 85 on the north and south sides of Executive Way in the Frederick Planning Region. The property is more precisely defined in the record.

The bulk of this property was originally zoned to the MXD floating zone in Ordinance No. 94–14–109 covering 377 acres. This MXD Zoning Ordinance included 13 conditions.

By Ordinance No. 01–15–289, upon the application of Old Chapel Corporation and the Chevy Chase Bank F. S. B. (Case No. R–00–02), this MXD floating zone classification was modified to eliminate the residential component. In addition, the 13 conditions were modified (including some were deleted) and eight letter conditions were
added. Ordinance No. 01–15–289 covers an approximately 209 acre parcel (all of which was part of the 377 acres rezoned in Ordinance No. 94–14–109).

As indicated, the Applicant’s request is to add a residential component with up to 615 dwelling units; to further modify the conditions; and to add an additional adjoining 9.33 acre tract to be rezoned from the Limited Industrial zone to the MXD zone.

In considering a zoning amendment, the Board of County Commissioners is to consider the following six criteria as found in Frederick County Code Section 1–19–3.110.4. The Board makes the following findings of facts on each of these approval criteria.

1. **CONSISTENCY WITH THE COMPREHENSIVE PLAN.** This property is within the Ballenger Creek community growth area as designated on the County Comprehensive Plan and has a land use plan designation of Office Research Industrial and Limited Industrial. As such, it is identified as an area that has been targeted for growth. Development of this area is therefore consistent with the General Policy of the Comprehensive Plan that supports location of growth in designated areas. The MXD floating zone can only be applied to land use designations of mixed-use development, limited industrial or office/research/industrial. The Applicant’s request is consistent with the County Comprehensive Plan.

2. **AVAILABILITY OF PUBLIC FACILITIES.** The proposed 615 residential dwelling units are projected to generate an additional 189 students. In Condition 1, the Applicant is committing to making a substantial payment of $800,000 toward the acquisition, planning or construction of an elementary school. In addition,
this property will generate substantial School Impact Fees and School Construction Fees to mitigate the impact of this development on the public schools.

The majority of the site is designated as S-3/W-3 in the Master Water and Sewerage Plan. This denotes properties where publicly owned community sewer and water systems are planned to be completed and operational within three years. Properties classified as S-3/W-3 are required to connect to the public water and sewer system. The 9.3 acre portion proposed to be added to the MXD is currently designated as S-3/W-3 in the Master Water and Sewerage Plan. Water is supplied to the site from the Potomac River by way of the New Design Water Treatment Plant. Wastewater is treated by the Ballenger/McKinney Wastewater Treatment Plant. Water and sewerage facilities are available and adequate to serve this proposed development.

The nearest fire station is the Westview Fire Station, located approximately 1.5 miles from the site.

The site is within the area defined in the Ballenger Creek Trail Master Plan for a comprehensive system serving the entire Ballenger Creek community. A large portion of the trail has been constructed by the Applicant. This project will be required to provide a minimum of 18 acres of open space and green area. The total open space provided in this project is 63 acres. The Applicant has provided adequate parks and recreation area to meet the MXD standards.

3. **ADEQUACY OF EXISTING AND FUTURE TRANSPORTATION SYSTEMS.** The site has approximately 2,200 feet of frontage along New Design Road and approximately 2,900 feet of frontage along Maryland Route 85. These are major
arterials. Access to the project is from both New Design Road and Maryland Route 85 and from Executive Way. These roads are adequate to serve the proposed development (subject to any future testing required by County law such as the Adequate Public Facilities Ordinance).

4. **COMPATIBILITY WITH EXISTING AND PROPOSED DEVELOPMENT.** The layout is influenced by a strategy of matching land use types to surrounding conditions by employing common tactics of access and adjacency. The proposed project is compatible with existing and proposed development.

5. **POPULATION CHANGE.** The potential additional population change as a result of the proposed 615 dwelling units equates to 1,661 persons based on 2.7 persons per household.

6. **TIMING OF DEVELOPMENT AND FACILITIES.** Mitigation of impacts that this development will have on public facilities are required as the development proceeds through the review process as provided in the Frederick County Code, including the Zoning Ordinance, Subdivision Rules and Regulations and the Adequate Public Facilities Ordinance. Mitigation measures are required to be satisfied at development milestones such as recordation of plats or the issuance of building permits.

The Board of County Commissioners is persuaded that the granting of this request is appropriate and serves the public interest. The Board finds that the proposed development is compact, employing design principles that result in an efficient consumption of land, efficient extension of public infrastructure, and efficient provision of public facilities. The proposed development design and building siting are in
accordance with the County Comprehensive Plan and any applicable community and corridor plans.

The proposed development is compatible with existing or anticipated surrounding land uses with regard to size, building scale, intensity, setbacks, and landscaping and the proposal provides for mitigation of any differences in appearance or scale through such means as setbacks, screening, and landscaping all in accordance with the County Comprehensive Plan, including any applicable community and corridor plans.

The proposed development provides a safe and efficient arrangement of land use, buildings, infrastructure, and transportation circulation systems.

The transportation system will be adequate to serve the proposed development in addition to existing uses in the area.

The proposed development provides design and building placement that optimizes walking, biking, and use of public transit.

Existing fire and emergency medical service facilities are adequate to serve the increased demand from the proposed development in addition to existing uses in the area.

Natural features of the site have been adequately considered and utilized in the design of the proposed development.

The proposed mixture of land uses is consistent with the purpose and intent of the underlying County Comprehensive Plan land use designations including any applicable community or corridor plans.
This planned development is served adequately by public facilities and services.

The Planning Commission made all required findings during its April 24, 2013, public hearing.

The proposed amended Phase I plan will be granted subject to the conditions below. The 9.33 acre tract of land shall be rezoned from LI to MXD.

ORDINANCE

BE IT ENACTED AND ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND, that for the reasons set forth above, the amendment to the Phase I plan in Rezoning Case No. R–00–02(A) is hereby granted subject to the following conditions¹.

1. The residential component of the MXD shall be limited to a maximum of 615 dwelling units. The mix of unit types, and the number of each unit type, shall be determined during the Phase II – Execution Phase.

2. The developer of the Project shall pay Eight Hundred Thousand Dollars ($800,000.00) toward the acquisition, planning and/or construction of an elementary school in the vicinity of the Project within 30 days after final non-appealable approval by the Frederick County Planning Commission and Staff signature of Phase II of the Project. This payment shall be in addition to, and not in lieu of, School Construction Fees or School Impact Fees, and shall not be eligible for any offsets.

¹ The term “applicant” or “developer” as used in this Ordinance includes all present and future owners and developers of the properties. These conditions run with the land.
3. Prior to recordation of the Project’s first residential lot, the developer of the
Project shall dedicate, if desired by the County, a 22.49 +/- acre public use site
generally located as shown on the Concept Plan of the Project’s MXD Phase I
Plan (the “Park Site”) for park use by the County. The Applicants shall be
responsible for preparing a plat describing the Park Site, and the County shall
advise the Applicants if the County wishes to take title to the Park Site.

BE IT FURTHER ENACTED AND ORDAINED BY THE BOARD OF
COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND, that for the
reasons set forth above, the request to rezone the 9.33 acre parcel of land from the LI
zoning district to the MXD floating zone is granted subject to the same three conditions
specified in the preceding paragraph.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE BOARD that
the Zoning Administrator is hereby authorized and directed to make the appropriate
change, if any, on the zoning map showing this MXD floating zone classification with
conditions as indicated above.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE BOARD that
Ordinance No. 94–14–109 and Ordinance No. 01–15–289 shall remain in effect to the
extent not inconsistent with this decision and the conditions granted herein and as to the
remainder of the property which was the subject of previous Ordinance No. 94–14–109
and Ordinance No. 01–15–289 and which was not the subject of this application. For the
properties to which this Ordinance is applicable, the three conditions specified in this
Ordinance apply and the conditions imposed by Ordinance No. 94–14–109 and Ordinance No. 01–15–289 do not apply.

The conditions included as part of the granting of this MXD floating zone request are deemed necessary for the health, safety and welfare of the community; are imposed as an integral part of this approval; and are not separable from the decision to grant the requested floating zone classification. If, for any reason, a court of competent jurisdiction finds that any material portion of any of these conditions is substantially invalid or unenforceable, the zoning shall revert to the MXD floating zone classification without a residential component.

The undersigned hereby certifies that this Ordinance is adopted by the Board of County Commissioners on the 13th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MARYLAND

Blaine R. Young, President

C. Paul Smith, Vice President

ATTEST:

Lori L. Dépies, CPA
County Manager

Kirby Delauter

Commissioner David P. Gray voted against this motion.
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT

THIS DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT ("Agreement"), made as of the [23rd] day of __________, 2013, by and between WVS PARCEL 102, LLC; WVS PARCEL 200, LLC; WVS PARCEL 204, LLC; WVS PARCEL 300, LLC; WVS PARCEL 400, LLC; WBP PARTNERS II, LLC; and ITB2, LLC, all Maryland limited liability companies (collectively, the "Developer"); and THE BCARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "BOCC").

RECITALS

1. Maryland law, Land Use Article §7-301 through §7-306 (formerly Article 66B, § 13.01) of the Maryland Annotated Code, grants the BOCC the authority to establish procedures and requirements for the consideration and execution of Development Rights and Responsibilities Agreements.

2. The BOCC has adopted Ordinance No. 07-33-473, effective as of November 16, 2007, creating Chapter 1-25 of the Frederick County Code authorizing Development Rights and Responsibilities Agreements ("County Ordinance").

3. This document is intended to constitute a Development Rights and Responsibilities Agreement as provided for in Land Use Article §7-301 through §7-306 of the Maryland Annotated Code, and the County Ordinance, and includes a determination of adequacy under the Adequate Public Facilities Ordinance as permitted by Section 1-20-20(C) of the County Code.

4. Developer owns certain real property in Frederick County, Maryland, described in EXHIBIT A attached hereto and made part hereof (the "Property").

5. The names of all parties having an equitable or legal interest in the Property, including lienholders, are set forth in EXHIBIT B. Attached hereto and made a part hereof as EXHIBIT C is certification by counsel to the Developer that the Developer has a legal interest in the Property.

6. On November 8, 2012, Developer petitioned the BOCC to enter into this Agreement.

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1 Applicant ownership interests are as follows: (i) WVS Parcel 102, LLC (fee simple owner of Lot 102); (ii) WVS Parcel 200, LLC (fee simple owner of Lot 200); (iii) WVS Parcel 204, LLC (fee simple owner of Lot 204); (iv) WVS Parcel 300, LLC (fee simple owner of Parcel 300); (v) WVS Parcel 400, LLC (fee simple owner of Parcel 400 and Parcel G); and WBP Partners II, LLC and ITB2, LLC (fee simple owners of Lot 26, Wedgewood Business Park).
7. During a public meeting held on December 13, 2012, the BOCC reviewed this petition and determined to accept this petition and initiate the process of considering a Development Rights and Responsibilities Agreement.

8. This Agreement was referred to the Frederick County Planning Commission for determination of whether this Agreement is consistent with the Countywide Comprehensive Plan for Frederick County (“Comprehensive Plan”). This determination was made by the Planning Commission at a public meeting held on April 24, 2013.

9. On May 21, 2013, the BOCC held a duly advertised public hearing on this Agreement. The public had an opportunity to comment at this public hearing.

10. The Developer is pursuing the Development Approvals necessary to develop the Property in accordance with the Rezoning Ordinance approved by the BOCC concurrent with the review and approval of this DRRA. This DRRA is expressly intended to contractually bind the Developer and the County as to the development of the Property in accordance with the terms hereof. This DRRA is intended to protect, preserve and facilitate the full development of the Project pursuant to the Development Approvals, the APFO LOU, and this DRRA, including, but not limited to, residential and non-residential uses and densities as set forth herein and in the Rezoning Ordinance.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the BOCC and the Developer hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. The following words, when used in this Agreement, shall have the following meanings:

A. “Agreement” means this Development Rights and Responsibilities Agreement.

B. “APFO LOU” means the Adequate Public Facilities Ordinance Letter of Understanding that is pending approval by the BOCC concurrent with Phase I approval and approval of this DRRA, attached hereto as EXHIBIT D.
C. “BOCC” means the Board of County Commissioners of Frederick County, Maryland, a body corporate and politic, also sometimes referred to as “County Commissioners.”

D. “County Code” means the Code of Frederick County, Maryland in effect on the Effective Date of this Agreement.

E. “County Ordinance” means County Ordinance No. 07-33-473 creating Chapter 1-25 of the Frederick County Code and authorizing Development Rights and Responsibilities Agreements.

F. “Developer” means WVS Parcel 102, LLC; WVS Parcel 200, LLC; WVS Parcel 204, LLC; WVS Parcel 300, LLC; WVS Parcel 400, LLC; WBP Partners II, LLC; and ITB2, LLC, all Maryland limited liability companies, and their respective successors and assigns in ownership of the Property.

G. “Development Approvals” means final governmental approval of Subdivision Plat(s), Adequate Public Facilities Ordinance (“APFO”) requirements, MXD Phase I and II for Westview South (including all Preliminary Plans and Site Plans as applicable), and all conditions of said approvals that have been satisfied, or acceptable accommodations and/or guarantees have been put in place to satisfy such conditions, and all applicable appeal periods have expired without the filing of any appeal, or, if an appeal(s) was filed, the appeal has been defeated beyond the possibility or existence of further appeal of any kind.

H. “Effective Date of this Agreement” means the date the last party executes this Agreement.

I. “Existing LOU” means the approved Adequate Public Facilities Ordinance Letter of Understanding, signed by the Frederick County Planning Commission on September 14, 2005, valid through February 12, 2019.

J. “Improvements” or “improvements” means those improvements referenced herein or in the APFO LOU to be constructed, but only to the extent not previously constructed, in connection with roads, sewer, water, stormwater, parks and other facilities necessary to service the Property.

K. “Westview South” means the approved Mixed Use Development to be constructed on the Property, sometimes also referred to as the “Project.”

L. “Phase” means any portion or section of the Project which has received Development Approval.
M. “Planning Commission” means the Planning Commission for Frederick County Maryland.

N. “Project” means the remaining portions of Westview South owned by Developer, to be constructed on the Property.

O. “Property” means all of the real property described in EXHIBIT A attached hereto.

P. "Rezoning Ordinance" means Ordinance No.15-10.635 approving the revised Phase I MXD Plan for the Property.

Q. “Subdivision Plat” means final plat(s) of subdivision for the Project, or any Phase or portion thereof, prepared in accordance with the County Code and approved by the Planning Commission.

ARTICLE II
ZONING, DEVELOPMENT LIMITATIONS, PLAN APPROVALS
AND PLAN CONSISTENCY

2.1 Zoning and Plan Designations. The Property is zoned Mixed Use Development (“MXD”). The Property is located within the Community Growth Limit of the Ballenger Creek Community Growth Area as shown on the 2010 Frederick County Comprehensive Plan as amended on September 13, 2012; designated Office/Research/Industrial and Limited Industrial on the 2010 Frederick County Comprehensive Plan as amended on September 13, 2012; and located within the Water and Sewer Service Areas on the current Frederick County Water and Sewerage Plan.

2.2 Development Limitations.

A. Permissible Uses and Density. The permissible uses on the Property are those permitted in the County Code. The Project shall be developed as an MXD pursuant to and in accordance with the provisions of Section 1-19.10.500 of the County Code. The Project will contain a mix of employment uses, commercial/retail uses and housing types. A maximum of six hundred and fifteen (615) residential dwelling units are permitted in the Project pursuant to the Rezoning Ordinance. The density and/or intensity of the non-residential portions of the Project shall be governed by the applicable provisions of the Frederick County Zoning Ordinance.

B. Development Requirements. The Property shall be developed in accordance with, and subject to, the conditions and requirements of the Development
Approvals that are required pursuant to County Code, which Development Approvals shall be based upon the terms and conditions of this Agreement. Setbacks, building size and other development standards shall be as approved by the Planning Commission in accordance with the Development Approvals and applicable sections of the County Code. The maximum height for residential units in the Project shall be 50 feet for single family structures and 120 feet for multifamily structures. The maximum height for non-residential structures in the Project shall be 120 feet. The final height of all structures shall be determined by the Planning Commission at the time of preliminary plan or site plan review process. No individual building in the Project shall exceed 500,000 square feet of gross floor area. The parties acknowledge and agree that the County Code contemplates flexibility for MXD projects, in order to facilitate excellence of design and responsiveness to market conditions.

C. Revision of Use Mix. Subject to compliance with the Rezoning Ordinance and applicable provisions of the land development and APFO provisions of the County Code, Developer shall have the ability to revise the mix of residential unit types in the Project (subject to the cap of 615 residential dwelling units established in the Rezoning Ordinance) and to revise the mix of square footage allocated to commercial and employment uses in the Project without the need to obtain further revisions to the MXD Phase I Plan. Developer shall be permitted to stage the timing of development of the various uses in the Project in response to market demand.

D. Historic Structures. There are no historic structures on the Property.

2.3 Other Development Approvals and Permits. The Project has obtained certain Development Approvals, including, but not limited to, those noted in EXHIBIT F, attached hereto and made a part hereof.

The Project shall be required to comply with all other applicable requirements of the County Code for land development, including, but not limited to, site improvement plans (for water, sanitary sewer, and storm drainage and sediment, and erosion control improvements), water and sewer amendments, Subdivision Plats, building permits, and occupancy permits. The Project shall also be required to obtain all applicable State or federal approvals and permits.

2.4 Consistency with Comprehensive Plan. On April 24, 2013, the Planning Commission made the necessary determination as to whether this Agreement is consistent with the Frederick County Comprehensive Plan. By execution of this Agreement, the BOCC has determined that this Agreement is consistent with the Frederick County Comprehensive Plan and with the development regulations of Frederick County, Maryland.
2.5 **Public Health, Safety and Welfare.** The BOCC has determined that the conditions, terms, restrictions or other requirements of this Agreement are necessary to ensure that the public health, safety and welfare of the citizens of Frederick County are protected.

**ARTICLE III**

**ROAD IMPROVEMENTS, SEWER IMPROVEMENTS, WATER IMPROVEMENTS, SCHOOL IMPROVEMENTS, AND OTHER COMMUNITY FACILITIES**

3.1 **Road Improvements.**

A. **Road Improvements.** Road Improvements have been satisfied, pursuant to the Existing LOU, and further evidenced by the APFO LOU, a copy of which is attached hereto as EXHIBIT D.

B. **Building Excise Tax.** Currently, the building excise tax provided for in Section 1-8-73 of the County Code is established at zero dollars ($0.00). In recognition of the overall package of road improvements constructed or to be constructed by the Developer and/or Developer's predecessor, including substantial funding contributions for regional road improvements beyond the requirements of the APFO, the excise tax shall be zero dollars ($0) for the term of this Agreement.

3.2 **Sewer Improvements.** Public sewer shall be extended to the Property as provided for in the APFO LOU. The Project will pay tap fees in effect at the time of application and the County shall issue such tap approvals in the normal course as a ministerial function. The Developer may request sewer capacity fee credits pertaining to the provision of public sewer to the Property if the applicable requirements of the Frederick County, Maryland Water and Sewer Rules and Regulations are satisfied.

3.3 **Water Improvements.** Public water shall be extended to the Property as provided for in the APFO LOU. The Project will pay tap fees in accordance with the current fee schedule in effect at the time of application and the County shall issue such tap approvals in the normal course as a ministerial function. The Developer may request water capacity fee credits pertaining to the provision of public water to the Property, if the applicable requirements of the Frederick County, Maryland Water and Sewer Rules and Regulations are satisfied.

3.4 **Schools and Community Facilities.**

A. **School Construction Fee.** The School Construction Fee was established by Ordinance 11-18-584, enacted on July 20, 2011 and codified as Section 1-20-62 of the APFO, with a sunset provision of five (5) years from the effective date. Notwithstanding a sunset of the School Construction Fee Ordinance, the parties intend: (i) that the Developer
shall be bound to pay the School Construction Fee as a condition of APFO approval for the Project, (ii) that this provision shall survive the sunset of the Ordinance, which shall be deemed to run with the full term of this Agreement and any duly approved extensions thereof and (iii) that payment of the School Construction Fee shall satisfy the Developer’s school adequacy obligations under the APFO (unless the density or intensity of the Project is increased) and any school adequacy obligations that may be enacted in the future. The School Construction Fee shall be paid as provided in Section 1-20-62 of the APFO and in accordance with the fee schedule in effect at the time of plat recordation or the issuance of building permit, as applicable. If after the five year sunset the Frederick County Code no longer provides for the calculation of the School Construction Fee, then the school construction fee for purposes of this Agreement shall thereafter be based on the previous year’s fee schedule, adjusted annually per the State of Maryland School Construction Cost Index, for the duration of this Agreement.

B. School Impact Fees. Applicable School Impact Fees shall be paid at the time of the issuance of building permits in accordance with the fee schedule in effect at the time of the issuance of building permits.

C. Payment for School Site. In lieu of dedicating a school site at the Project, Developer shall pay Eight Hundred Thousand Dollars ($800,000.00) toward the acquisition, planning and/or construction of an elementary school site in the vicinity of the Project within 30 days after final approval by the Frederick County Planning Commission and Frederick County staff signature of Phase II of the Project. For purposes of this provision, “final approval” shall be deemed to be the approval referenced above and the expiration of any applicable appeal period with no appeals being filed. In the event of a timely appeal of the Project’s Phase II approval, “final approval” shall be deemed to have occurred upon the successful defense of any such appeal with no further appeal rights of the Project’s Phase II approval. This payment shall not be used as an offset against or credit toward impact fees or School Construction Fees paid in connection with the Project.

D. Public Use Site. Prior to recordation of the Project’s first residential lot, Developer shall convey, if desired by the County, a 22.49 +/- acre public use site generally located as shown on the Concept Plan of the MXD Phase I Plan (the *Park Site*) for future discretionary use by the County. In the event the County requires access to Park Site prior to fee simple conveyance, the Developer will provide easements as reasonably necessary. The Developer shall not be responsible for any Park Site improvements.

ARTICLE IV
[Intentionally Omitted]

ARTICLE V
MODERATELY PRICED DWELLING UNITS
5.1 In accordance with the provisions of Section 1-6A-5.1(G) of the County Code regarding moderately priced dwelling units ("MPDUs"), Developer hereby elects to utilize, and the BOCC agrees to permit Developer to utilize, the Payment in Lieu of Building MPDUs as provided in Section 1-6A-5.1 aforesaid, as in existence as of the date hereof, in lieu of the prior MPDU requirements for a residential developer. A draft Moderately Priced Dwelling Unit Payment In Lieu Agreement is attached hereto and made part hereof as EXHIBIT E.

ARTICLE VI
DEVELOPMENT REVIEW

6.1 Timely Development Review. The BOCC agrees to use reasonable efforts to ensure that all remaining Development Approvals, including but not limited to, preliminary plan approval, site development plan approval, final subdivision and final improvement plan review are performed in a succinct, timely manner, without undue delay, consistent with the County's development review process.

6.2 Timely Submission of Documents. The Developer agrees to submit complete and succinct plans and documents for the remaining Development Approvals as required per County codes, ordinances, policies or procedures, in a timely manner.

ARTICLE VII
SURVIVAL AND TRANSFER OF OBLIGATION

7.1 Nature, Survival, and Transfer of Obligations. The Developer agrees that this Agreement shall run with the land and be binding upon and inure to the benefit of the Developer and its successors and assigns (except owners of an individual lot, unit or parcel improved pursuant to a validly issued building permit or dwelling purchased solely for use as a private residence and except owners of finished non-residential buildings constructed pursuant to validly issued building permits), and upon any and all successor owners of record of all or any portion of the Property (except owners of an individual lot or unit improved pursuant to a validly issued building permit or dwelling purchased solely for use as a private residence and except owners of finished non-residential buildings constructed pursuant to validly issued building permits). To assure that all such successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Developer agrees that it shall:

A. Have this Agreement recorded among the Land Records of Frederick County within twenty (20) days after the Effective Date of this Agreement; and
B. Use commercially reasonable efforts to incorporate, by reference, this Agreement into any and all real estate sales contracts entered into after the Effective Date of this Agreement for the sale of all or any portion of the Property.

7.2 Binding Upon Successors and Assigns of The BOCC. The BOCC agrees that all obligations assumed by the BOCC under this Agreement shall be binding on the BOCC, its agencies, governmental units, the Planning Commission and its and their respective successors and assigns, including, but not limited to, the future County Council and County Executive, when Frederick County transitions to a charter form government.

ARTICLE VIII
BREACH AND REMEDIES

8.1 Breach by Developer.

A. Breach-General. If the Developer shall fail or refuse to perform its obligations as required hereunder, then the BOCC shall provide written notice to the Developer indicating the nature of the default. Developer shall have thirty (30) days following the receipt of such written notice to cure the default described in such notice; provided, however, if the Developer shall proceed with due diligence to cure said default after said notice, then such thirty (30) day period shall be extended to such a period of time as may reasonably be required to cure such default while proceeding with due diligence. If the Developer has not cured the default within the said cure period, the BOCC may seek and obtain equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction. Should the remedies of specific performance or injunction not be available to the BOCC because of actions of Developer, then the BOCC shall be entitled to bring a legal action for damages.

B. Developer hereby waives trial by jury in connection with any proceedings brought to enforce the terms of this Agreement.

8.2 Breach by BOCC.

A. Breach-General. If the BOCC shall fail or refuse to perform its obligations as required hereunder, then the Developer shall provide written notice to the BOCC indicating the nature of the default. The BOCC shall have thirty (30) days following the receipt of such written notice to cure the default described in such notice; provided, however, if the BOCC shall proceed with due diligence to cure said default after said notice, then such thirty (30) day period shall be extended to such a period of time as may reasonably be required to cure such default while proceeding with due diligence. If the BOCC has not cured the default within the cure period, the Developer may seek and obtain equitable relief to enforce the terms and conditions of this
Agreement either through a decree for specific performance or an injunction. Should the remedies of specific performance or injunction not be available to the Developer because of actions of the BOCC, then the Developer shall be entitled to bring a legal action for damages.

B. The BOCC does hereby waive trial by jury in connection with any proceedings brought to enforce the terms of this Agreement.

ARTICLE IX
EFFECT OF DEVELOPMENT REGULATIONS

9.1 Effect of Agreement.

A. Except as otherwise specifically provided herein, the laws, rules, regulations and policies governing the use, density or intensity of the Property, including, but not limited to, those governing development, subdivision, growth management, impact fee laws, water, sewer, stormwater management, environmental protection, land planning and design and adequate public facilities (hereafter collectively the “Development Laws”), shall be the laws, rules, regulations and policies, if any, in force on the Effective Date of the Agreement, and the Developer shall comply with all such federal, state and local Development Laws.

B. If the BOCC determines that compliance with Development Laws enacted or adopted after the Effective Date of this Agreement is essential to ensure the health, safety or welfare of residents of all or part of Frederick County, the BOCC may impose the change in laws, rules, regulations and policies and the effect thereof upon the Property.

9.2 Approvals Required. Developer shall obtain all approvals necessary under any provision of local, state or federal law before proceeding with development of the Project. Notwithstanding anything to the contrary contained herein, this Agreement does not control or affect laws, regulations or approvals which are not within the control of the County. This Agreement does not address any approvals required by state or federal law and Developer shall be responsible for obtaining any approvals required by state or federal law.

9.3 Fees. Except as provided in Sections 3.1.B and 3.4.A above, Developer shall pay all fees (specifically including, but not limited to, impact fees, school mitigation fees and water and sewer connection fees) required by Frederick County at the rate in effect at the time the fee is due. In the event that any such fees, including the school construction fee referenced in Section 3.4.A above, are eliminated by a change in the law and replaced with a procedure or requirement that would impose some other burden on the Developer, the Developer may elect to pay the fee in effect prior to the change in the law. Impact fees shall be paid at the time of issuance of building permits. Developer does not waive the right to claim credits for impact fees, excise taxes, surplus capacity reimbursements, water and sewer connection fees, school impact fees and
any similar fees or tax credits which may be available in accordance with County policies and regulations. Nothing in this Agreement shall be construed as a waiver or reduction of any such fees.

9.4  Developer's Reliance. The BOCC acknowledges that the Developer would not make the long term financial commitments necessary to build out the Project in accordance with the approved MXD Phase I Plan or to provide the proffered infrastructure improvements, without Frederick County's commitment to allow the Project to be governed by and subject to the development laws in effect as of the Effective Date of this Agreement, to the maximum extent permitted by law.

9.5  Moratorium. In the event that a “moratorium” (as hereinafter defined) is declared or imposed, then any lot recordation and the Developer’s rights to construct residential units and commercial structures on the lots or on the Property pursuant to any Development Approval for any section of the Project shall be extended for one (1) additional day for each day during which such moratorium exists, and the Project shall not be subject to any additional regulation, legislation, limitation, phasing, contributions, penalties or delay in construction, or issuance of zoning certificates/building permits as a result of the moratorium. Further, in the event that a moratorium is declared or imposed, then any deadline concerning the Developer’s obligation to construct, install, fund or post financial guarantees for the infrastructure improvements required pursuant to any Development Approval for the Project shall be extended for one (1) additional day for each day during which such moratorium exists, and the Project shall not be subjected to any additional regulation, legislation, limitation, phasing, contributions, penalties or delay in construction, or issuance of zoning certificates/building permits as a result of the moratorium. The term “moratorium” shall mean the implementation or declaration by the United States Government, State of Maryland, Frederick County, and/or any agency, department, division and/or branch thereof for purposes of a limitation, prohibition, restriction and/or phasing upon the review, recording, development and construction upon lots in the Project as intended by Developer, or a de facto moratorium imposed by any applicable governmental authority which has the effect of denying the Developer the ability to record lots or obtain permits for the Project pursuant to any Development Approval. Nothing in this Agreement shall be interpreted as exempting Developer from compliance with laws, regulations, and policies of the County or the State, including, without limitation, those of the Maryland Department of the Environment or the Frederick County Division of Utilities and Solid Waste Management concerning the allocation of water and sewer and related matters.

ARTICLE X

MISCELLANEOUS

10.1  Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.
10.2 **Term.** This Agreement shall constitute covenants running with the land and shall run with and bind the Property so long as the Project is under development. This Agreement shall terminate and be void twenty-five (25) years after the Effective Date of this Agreement unless extended by an amendment complying with all procedures required in this Agreement, the County Ordinance and the State Law. The parties acknowledge and agree that the Term of this Agreement is justified by the: (1) substantial economic investment made by the Developer for the development of the Project; (2) substantial economic investment made by the Developer in public facilities which serve to advance public purposes; (3) public purposes to be advanced by development of the Project in accordance with the Development Laws; (4) uncertainty of future market demands and political pressures; and (5) expectations of the parties.

10.3 **Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; or (2) on the third business day after being deposited in any main or branch United States post office for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below; (3) upon transmission, if sent by electronic mail, to the e-mail addresses set forth below; or (4) on the day following deposit with Federal Express or other national overnight courier.

Notices and communications to the Developer shall be addressed and delivered to the following address:

c/o Matan Development, LLLP  
4600 Wedgewood Blvd, Suite A  
Frederick, MD 21703  
Attn: Karl A. Morris, Director of Development  
Phone: 301-694-9200  
Email: karl@mataninc.com

with a copy to:

Law Offices of Rand D. Weinberg, LLC  
15 North Court Street  
Frederick, Maryland 21701  
Attn: Rand D. Weinberg, Esquire  
Telephone: (301) 698-2350  
E-mail: rweinberg@rdweinberglaw.com

Philip D. Topper, Jr., LLC  
110 North Court Street  
Frederick, Maryland 21701  
Attn: Philip D. Topper, Jr., Esquire  
Telephone: (301) 696-9780  
E-mail: PhilTopper@aol.com

Notices and communications to the BOCC shall be addressed and delivered to the following address:
The Board of County Commissioners for
Frederick County
12 East Church Street
Frederick, Maryland 21701
Attn: Lori L. Depies, County Manager
Telephone: (301) 600-1100
E-mail: ldepies@frederickcountymd.gov

With a copy to:

John S. Mathias, Esquire
County Attorney
12 East Church Street
Frederick, Maryland 21701
Telephone: (301) 600-1030
E-mail: jmathias@frederickcountymd.gov

Gary Hessong, Director
Director of the Dept. of Permits and Inspections
30 North Market Street
Frederick, Maryland 21701
Telephone: (301) 600-2028
E-mail: ghessong@frederickcountymd.gov

Eric Soter, Director
Community Development Division
30 North Market Street
Frederick, Maryland 21701
Telephone: (301) 600-1153
E-mail: esoter@frederickcountymd.gov

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

10.4 Amendments.

A. The parties to this Agreement may amend this Agreement by mutual consent after the BOCC holds a public hearing and complies with all applicable laws concerning amendment of a Development Rights and Responsibilities Agreement. All amendments to this Agreement shall be in writing and shall be executed by the BOCC and the Developer.

B. This Agreement may be amended in accordance with the applicable provisions of Chapter 1-25 of the Frederick County Code to incorporate subsequent Development Approvals and requirements for Phases of the Project.
10.5 **Termination or Suspension.** The parties to this Agreement may terminate or suspend this Agreement by mutual consent after the BOCC holds a public hearing and complies with all applicable laws concerning termination or suspension of a Development Rights and Responsibilities Agreement as set forth in the County Ordinance. If the BOCC determines that a suspension or termination is essential to ensure the public health, safety or welfare, as determined in accordance with Section 9.1.B above, the BOCC may suspend or terminate this Agreement following a public hearing. Any such unilateral termination of this Agreement by the BOCC shall not in any way affect the validity of any Development Approvals which have been obtained for the Project at the time of termination, including, but not limited to, APFO Approvals.

10.6 **Authority to Execute.** The BOCC hereby acknowledges and agrees that all required notices, meetings, and hearings have been properly given and held by the County with respect to the approval of this Agreement, and the Developer agrees not to challenge this Agreement or any of the obligations created by this Agreement on the grounds of any procedural infirmity or any denial of any procedural right. The BOCC hereby warrants and represents to the Developer that the person(s) executing this Agreement on its behalf have been properly authorized to do so. The Developer hereby warrants and represents to the BOCC (1) that it is the fee simple, record owner of the Property, (2) that it has the right, power and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Property as set forth herein, and (3) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.

10.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

10.8 **Consent to Jurisdiction and Venue.** The parties irrevocably consent to the jurisdiction and venue of the Circuit Court for Frederick County, Maryland or any federal court sitting in the District of Maryland for any proceedings brought with respect to this Agreement.

10.9 **Remedies Cumulative.** Each right, power and remedy of a party provided for in this Agreement, or any other agreement between the parties, now or hereafter existing, shall be cumulative and concurrent and in addition to every other right, power or remedy provided for in this Agreement or any other agreement between the parties, now or hereafter existing.

10.10 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10.11 **Recordation.** As set forth in Section 7.1.A, the Developer shall have this Agreement recorded among the Land Records of Frederick County, Maryland within twenty (20) days after the Effective Date of this Agreement. In the event the Agreement is terminated following an appeal as provided for in Section 10.12 below, the parties agree to execute and record a document in the aforesaid Land Records to terminate this Agreement.

10.12 **Appeals.** Appeals by any person aggrieved by this Agreement shall be in accordance with applicable state law.

10.13 **No Obligation to Approve.** This Agreement shall not be interpreted or construed to impose any legal obligation on the BOCC or any of its boards, agencies, commissions or employees to approve any development, use, density or intensity other than as provided specifically in this Agreement. This Agreement shall not be interpreted or construed to impose any legal obligation on the BOCC to accept any other development requests.

10.14 **No Third Party Beneficiary Status.** The parties specifically agree that this Agreement is not intended to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations under this Agreement without the written consent of the BOCC and notwithstanding the BOCC’s concurrence in or approval of the award of any contract or subcontract or the solicitation in fulfilling the obligations of this Agreement.

10.15 ** Appropriation Contingency.** The BOCC’s financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the BOCC for the performance of this Agreement. The BOCC’s decision as to whether sufficient appropriations are available shall be accepted by the other parties to this Agreement and shall be final.

10.16 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]
WVS PARCEL 102, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
   By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager
   By: Mark C. Matan
   Manager

Date: 6/12/13

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12 day of June, 2013, before me, the undersigned Notary Public of said State, personally appeared Mark C. Matan, who acknowledged himself to be the Manager of Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager of Westview South Holdings, LLC, a Maryland limited liability company, Manager of WVS Parcel 102, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Manager of Wedgewood Investment Management, LLC, the Manager of Westview South Holdings, LLC, the Manager of WVS Parcel 102, LLC.

WITNESS my hand and Notarial Seal.

My Commission Expires: 11-22-15

[Signature]
Notary Public
WVS PARCEL 200, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland
limited liability company, Manager
By: Wedgewood Investment Management,
LLC, a Maryland limited liability
company, Manager

By:                      
Mark C. Matam
Manager

Date: 6/12/13

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12 day of June, 2013, before me,
the undersigned Notary Public of said State, personally appeared Mark C. Matam, who
acknowledged himself to be the Manager of Wedgewood Investment Management, LLC, a
Maryland limited liability company, Manager of Westview South Holdings, LLC, a Maryland
limited liability company, Manager of WVS Parcel 200, LLC, a Maryland limited liability
company, known to me (or satisfactorily proven) to be the person whose name is subscribed to
the within instrument, and acknowledged that he executed the same for the purposes therein
contained as the duly authorized Manager of Wedgewood Investment Management, LLC, the
Manager of Westview South Holdings, LLC, the Manager of WVS Parcel 200, LLC.

WITNESS my hand and Notarial Seal.

My Commission Expires: 11-22-15

Notary Public
WVS PARCEL 204, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland
limited liability company, Manager
By: Wedgewood Investment Management,
LLC, a Maryland limited liability
company, Manager

By: ______________________________
Mark C. Matan
Manager

Date: 6/12/13

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12 day of June, 2013, before me,
the undersigned Notary Public of said State, personally appeared Mark C. Matan, who
acknowledged himself to be the Manager of Wedgewood Investment Management, LLC, a
Maryland limited liability company, Manager of Westview South Holdings, LLC, a Maryland
limited liability company, Manager of WVS Parcel 204, LLC, a Maryland limited liability
compny, known to me (or satisfactorily proven) to be the person whose name is subscribed to
the within instrument, and acknowledged that he executed the same for the purposes therein
contained as the duly authorized Manager of Wedgewood Investment Management, LLC, the
Manager of Westview South Holdings, LLC, the Manager of WVS Parcel 204, LLC.

WITNESS my hand and Notarial Seal. ______________________________
Kathryn M. Keir
Notary Public

My Commission Expires: 11-22-15
WVS Parcel 300, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager

By: __________________________
Mark C. Matan
Manager

Date: 6/12/13

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12 day of June, 2013, before me, the undersigned Notary Public of said State, personally appeared Mark C. Matan, who acknowledged himself to be the Manager of Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager of Westview South Holdings, LLC, a Maryland limited liability company, Manager of WVS Parcel 300, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Manager of Wedgewood Investment Management, LLC, the Manager of Westview South Holdings, LLC, the Manager of WVS Parcel 300, LLC.

WITNESS my hand and Notarial Seal. __________________________
Notary Public

My Commission Expires: 11-22-15
WVS PARCEL 400, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager

By: ________________________
Mark C. Matan
Manager

Date: 6/12/13

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12 day of June, 2013, before me, the undersigned Notary Public of said State, personally appeared Mark C. Matan, who acknowledged himself to be the Manager of Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager of Westview South Holdings, LLC, a Maryland limited liability company, Manager of WVS Parcel 400, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Manager of Wedgewood Investment Management, LLC, the Manager of Westview South Holdings, LLC, the Manager of WVS Parcel 400, LLC.

WITNESS my hand and Notarial Seal.

My Commission Expires: 11-22-15
WBP PARTNERS II, LLC,  
a Maryland limited liability company  
By: Wedgewood Investment Group 2008, LLC,  
a Maryland limited liability company, Manager  
By: Wedgewood Investment: Management, LLC,  
a Maryland limited liability company,  
Manager

By: [Signature]  
Mark C. Matan  
Manager  
Date: 6/12/13

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12 day of June, 2013, before me, the undersigned Notary Public of said State, personally appeared Mark C. Matan, who acknowledged himself to be the Manager of Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager of Wedgewood Investment Group 2008, LLC, a Maryland limited liability company, Manager of WBP Partners II, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Manager of Wedgewood Investment Management, LLC, the Manager of Wedgewood Investment Group 2008, LLC, the Manager of WBP Partners II, LLC.

WITNESS my hand and Notarial Seal.  

My Commission Expires: 11-22-15
ITB2, LLC,
a Maryland limited liability company
By: Wedgewood Investment Group 2008, LLC,
a Maryland limited liability company, Manager
By: Wedgewood Investment Management, LLC,
a Maryland limited liability company,
Manager

By: ____________________________
Mark C. Matan
Manager
Date: 6/12/13

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12 day of June, 2013, before me,
the undersigned Notary Public of said State, personally appeared Mark C. Matan, who
acknowledged himself to be the Manager of Wedgewood Investment Management, LLC, a
Maryland limited liability company, Manager of Wedgewood Investment Group 2008, LLC, a
Maryland limited liability company, Manager of ITB2, LLC, a Maryland limited liability
compny, known to me (or satisfactorily proven) to be the person whose name is subscribed to
the within instrument, and acknowledged that he executed the same for the purposes therein
contained as the duly authorized Manager of Wedgewood Investment Management, LLC, the
Manager of Wedgewood Investment Group 2008, LLC, the Manager of ITB2, LLC.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 11-22-15
THE BOARD OF COUNTY COMMISSIONERS FOR
FREDERICK COUNTY, MARYLAND

BY:  ______________________________
     Blaine R. Young, President

Date: ______________________________

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 13th day of June, 2013, before me, the
undersigned officer, personally appeared Blaine R. Young, President of the Board of County
Commissioners for Frederick County, Maryland, who acknowledged the foregoing instrument to
be his act and deed in such capacity, and that he is authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

__________________________
NOTARY PUBLIC


[Notary Seal]
AUTHORIZATION OF LIENHOLDER

Nancy W. Greene and Jeffrey H. Seibert, Trustees of the indebtedness secured by the deed of trust against a portion of the property described herein, namely an Indemnity Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated April 10, 2012, and recorded among the Land Records of Frederick County, Maryland, in Liber 8844, folio 468, hereby assent to the terms and provisions of this Development Rights and Responsibilities Agreement, and do hereby further agree that the terms contained herein shall survive any sale under its deed of trust, as evidenced by the signature of one or more of the undersigned trustee(s) under the above-described deeds of trust.

NAME

BY: Nancy W. Greene, Trustee

BY: Jeffrey H. Seibert, Trustee

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 10th day of June, 2013, before me, the undersigned officer, personally appeared Nancy W. Greene, Trustee, who acknowledged the foregoing instrument to be her act and deed in such capacity, and that she is authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

My Commission Expires: 1/20/2016

CYNTHIA R. HAPPEL
Notary Public-Maryland
Howard County
My Commission Expires
January 20, 2016

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 10th day of June, 2013, before me, the undersigned officer, personally appeared Jeffrey H. Seibert, Trustee, who acknowledged the foregoing instrument to be his act and deed in such capacity, and that he is authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

My Commission Expires: 1/20/2016

CYNTHIA R. HAPPEL
Notary Public-Maryland
Howard County
My Commission Expires
January 20, 2016
AUTHORIZATION OF LIENHOLDER

Michael P. Fitzgerald and Jeff Hedderly, Trustees of the indebtedness secured by the deeds of trust against a portion of the property described herein, namely: (i) an Indemnity Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated December 21, 2010, and recorded among the Land Records of Frederick County, Maryland, in Liber 8163, folio 236, as affected by the Deed of Appointment of Substitute Trustee dated November 27, 2012, and recorded in Liber 9260, folio 356, among the aforesaid Land Records, and (ii) the Indemnity Deed of Trust and Security Agreement dated November 27, 2012, and recorded in Liber 9230, folio 154, among the aforesaid Land Records, hereby assent to the terms and provisions of this Development Rights and Responsibilities Agreement, and do hereby further agree that the terms contained herein shall survive any sale under its deeds of trust, as evidenced by the signature of one or more of the undersigned trustee(s) under the above-described deeds of trust.

NAME

BY:

Michael P. Fitzgerald, Trustee

BY:

Jeff Hedderly, Trustee

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 6th day of June, 2013, before me, the undersigned officer, personally appeared Michael P. Fitzgerald, Trustee, who acknowledged the foregoing instrument to be his act and deed in such capacity, and that he is authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

EDWARD J. GOEDECKE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires September 14, 2014

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 6th day of June, 2013, before me, the undersigned officer, personally appeared Jeff Hedderly, Trustee, who acknowledged the foregoing instrument to be his act and deed in such capacity, and that he is authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

My Commission Expires:
ATTORNEY'S CERTIFICATION

This is to certify that the undersigned is a member in good standing of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by him or under his supervision.

Rand D. Weinberg
EXHIBIT A

[PROPERTY DESCRIPTION]
Legal Description

Lot 102, as shown on a subdivision plat entitled "Preliminary/Final Plat, Lot 102 and Parcel D, WESTVIEW SOUTH OFFICE RESEARCH CENTER", recorded among the Plat Records of Frederick County, Maryland in Plat Book 85, page 101.
Legal Description

Lot 200, as shown on a subdivision plat entitled "Preliminary/Final Plat, Lot 200, Executive Way, WESTVIEW SOUTH OFFICE RESEARCH CENTER", recorded among the Plat Records of Frederick County, Maryland in Plat Book 85, page 48.
Legal Description

Lot 204, as shown on a subdivision plat entitled "Preliminary/Final Plat, Lot 204 and Parcel J, WESTVIEW SOUTH OFFICE RESEARCH CENTER", recorded among the Plat Records of Frederick County, Maryland in Plat Book 85, page 47.
Description of
Part of the Property of
OLD CHAPEL CORPORATION
Bucktopark (No. 1) Election District
Frederick County, Maryland

Being a strip or parcel of land, running by, through, over and across part of
the property acquired by Old Chapel Corporation, from Seymour B. Stern,
substitute trustee, by a deed dated June 30, 1929 and recorded among the Land
Records of Frederick County, Maryland in Liber 2102 at folio 360; and being more
particularly described as follows:

Beginning at a point on the northerly or North 79° 07' 36" East, 543.12 foot
right of way line of Executive Way (90 feet wide public right of way) as shown on a
plat of subdivision entitled "Preliminary / Final Plat, Lot 200, Executive Way,
Westview South" and recorded among the aforesaid Land Records in Plat
Book 65 at Page 48, distant 231.09 feet from the easterly and thence; thence
running with the northerly right of way line of Executive Way as shown on said plat
running with the northerly right of way line of Executive Way as shown on a plat of subdivision entitled
recorded in Plat Book 65 at Page 48 and as shown on a plat of subdivision entitled
"Preliminary / Final Plat, Lot 200, Executive Way, Westview South" and recorded
among the aforesaid Land Records in Plat Book 65 at Page 46 the following 2
courses and distances:

1. South 79° 07' 36" West, 415.43 feet to a point of curvature; thence

2. 1090.28 feet along the arc of a curve deflecting to the right, having a radius of
3462.00 feet (240° 18' 20" West, 980.89 feet) to a point at the southerly end of the easement or
North 22° 41' 51" East, 1046.28 foot plats line as
shown on a plat of subdivision entitled "Preliminary
Parcel G" and "H, Westview South" and recorded
among the aforesaid Land Records in Plat Book
65 at Page 100; thence binding on the outline of
Parcel G as shown on said plat recorded in Plat Book
65 at Page 100 the following 5 courses and distances:

3. North 22° 41' 51" East, 1046.28 feet to a point; thence

4. North 62° 30' 00" East, 212.03 feet to a point; thence

5. North 23° 25' 03" East, 175.01 feet to a point; thence

6. North 79° 07' 36" East, 65.92 feet to a point; thence
7. South 52° 36' 19" East, 389.48 feet to a point; thence North 03° 46' 10" West, 446.26 feet; thence as shown on a plat of subdivision entitled "Final Plat, Parcels B and C, Westview South" and recorded among the aforementioned Land Records in Plat Book 80 at Page 182, distant 20.73 feet from the northerly and northeasterly thence binding on the westerly line of Parcel B and Parcel C as shown on said plat recorded in Plat Book 80 at Page 102 the following courses and distances:

8. South 09° 26' 10" East, 434.81 feet to a point; thence
9. South 26° 39' 53" West, 210.63 feet to a point; thence
10. South 61° 06' 52" West, 170.41 feet to a point; thence
11. South 17° 30' 15" West, 163.23 feet to a point; thence
12. South 76° 19' 14" East, 153.10 feet to a point; thence
13. North 76° 17' 48" East, 294.26 feet to a point; thence
14. South 60° 00' 22" East, 324.33 feet to a point; thence
15. South 13° 52' 22" East, 169.89 feet to the point of beginning, containing 1082346 square feet or 24.3993 acres of land more or less.

This description was prepared by Rodgers Consulting, Inc., Job No. 69940, and is in the Maryland Coordinate System (NAD 83/91).

The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metax and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 15, Chapter 09, Regulation 11.
Description of Part of the Property of OLD CHAPEL CORPORATION Buckeystown (No. 1) Election District and Frederick (No. 2) Election District Frederick County, Maryland

Being part of Addition #1 as shown on a plot of subdivision entitled "Addition and Correction Plat, Parcel B1, Old New Design Road and Corporus Drive, Kingsbrook P.U.D." and recorded among the Land Records of Frederick County, Maryland in Plat Book 85 at Pages 134 and 135; Addition #1 being part of the property acquired by Old Chapel Corporation, a Maryland corporation, from R & R Frederick Associates 1 Limited Liability Limited Partnership, a Maryland limited liability limited partnership, by a confirmatory deed dated May 13, 2008 and recorded among the Land Records of Frederick County, Maryland in Liber 7057 at folio 117; also being part of the property acquired by Old Chapel Corporation, from Seymour S. Stern, substitute trustee, by a deed dated June 29, 1995 and recorded among the Land Records of Frederick County, Maryland in Liber 2102 at folio 369; and being more particularly described as follows:

Beginning at a point on the 16th or North 21° 02' 02" East, 216.41 feet deed line described in the aforementioned deed recorded in Liber 2102 at folio 369, distant 4.02 feet from an iron pipe found at the end thereof; said point also being on the southerly right of way line of Advisors Court (60 foot wide right of way) at the westerly end of the North 80° 47' 03" East, 92.20 foot line as shown on a plot of subdivision entitled "Addition & Final Plat, Parcel B1 and Advisors Court, Kingsbrook P.U.D." and recorded among the aforementioned Land Records in Plat Book 89 at Page 160; thence leaving said deed line and running with the southerly and easterly right of way line of Advisors Court the following 4 courses and distances:

1. North 80° 47' 03" East, 92.20 feet to a point of curvature; thence

2. 149.64 feet along the arc of a curve deflecting to the left, having a radius of 138.00 feet (chord North 49° 43' 00" East, 142.42 feet) to a point of tangency; thence

3. North 18° 39' 15" East, 92.52 feet to a point; thence
4. North 61° 29' 13" East, 12.16 feet to a point at the northerly end of the
easterly or North 17° 43' 35" East, 187.23 foot line of
Addition #1 as shown on the aforementioned plat
recorded in Plat Book 85 at Pages 134 and 135;
where running with all of said plat line, passing
through a P.K. nail found in concrete 50.29 feet from
an iron pipe found at the end thereof and binding on
the westerly or North 17° 29' 59" East, 136.04 foot
line of Lot 26-A as shown on a plat of subdivision
entitled "Combined Preliminary / Final Plat, Lots 26-A
and Lot 26-B, Section One, Westview* and recorded
among the aforementioned Land Records in Plat Book
60 at Page 59, also binding on the westerly or North
17° 43' 35" East, 50.29 foot plat line as show on a
pl. of condominium entitled "Condominium Plat,
Boundary Survey and As-Built, Westview Professional
Condominiums* and recorded among the
aforementioned Land Records in Plat Book 86 at
Pages 67 and 68 the following course and distance:

5. South 17° 43' 55" West, 187.23 feet to an iron pipe found at the beginning of
the 18th or South 16° 31' 29" West, 152.31 foot deed
line described in the aforementioned deed recorded in
Liber 2102 at folio 369; thence running with all of the
18th and 19th lines of said deed and binding on the
outline of the aforementioned condominium plat
recorded in Plat Book 86 at Pages 67 and 68 the
following 2 courses and distances:

6. South 18° 28' 46" West, 122.15 feet to a rail road spike found, passing
through an iron pipe found 880 feet from the end
thereof; thence

7. South 60° 49' 29" East, 124.76 feet to a rail found at the beginning of the
20th deed line as described in the aforementioned
deed recorded in Liber 2102 at folio 369; thence
running with part of said deed line and binding on the
westerly outline of a plat of condominium entitled
"Chairman's Court Office Condominium, Suite 1, 2, 3, 7" and recorded among the aforementioned Land
Records in Plat Book 72 at Pages 129 and 130 the
following course and distance

*Future Lot 400 - Westview South
Job No. 65949
April 4, 2011

8. South 24° 45' 38" East, 205.54 feet to a point at the northerly end of the northerly or North 27° 50' 18" East, 327.69 foot line of Parcel G as shown on a plat of subdivision entitled "Final Plat, Parcels G and H, Westview South" and recorded among the aforementioned Land Records in Plat Book 85 at Page 130; thence running with the northerly outline of said Parcel G the following 3 courses and distances:

9. South 27° 50' 18" West, 327.80 feet to a point; thence

10. North 99° 05' 45" West, 122.91 feet to a point; thence

11. North 59° 49' 46" West, 235.14 feet to a point on the 14th or North 32° 42' 40" East, 799.30 foot deed line described in the aforementioned deed recorded in Liber 2102 at folio 369, distant 220.58 feet from an iron pipe found at the end thereof; thence running with part of the said deed line and binding on the easterly or South 30° 20' 00" West, 253.10 foot line of Lot 1 as shown on a plat of subdivision entitled "Section One, Hall Subdivision" and recorded among the aforementioned Land Records in Plat Book 9 at Page 105, and also binding on the 8th or North 30° 12' 45" East, 199.15 foot deed line as described in a deed from James W. Beas, Sr. to Lisa Halpem dated April 28, 2004 and recorded among the aforementioned Land Records in Liber 4587 at folio 574 the following course and distance

12. North 32° 44' 09" East, 220.58 feet to an iron pipe found at the beginning of the 15th deed line described in the aforementioned deed recorded in Liber 2102 at folio 369; thence running with all of said deed line and binding on the 1st deed line described in the aforementioned deed recorded in Liber 4587 at folio 574 the following course and distance

Future Lot 400 - Westview South

206 No. 53949
13. North 16° 56' 09" West, 150.48 feet to an iron pipe found at the beginning of the 16th deed line described in the aforementioned deed recorded in Liber 2302 at folio 363; thence running with all of said deed line and binding on the 16th or North 25 3/4° East, 238 feet deed line as described in a deed from New Design Investments, LLC to The Board of County Commissioners of Frederick County, Maryland dated May 17, 2010 and recorded among the aforementioned Land Records in Liber 7881 at folio 348 the following course and distance.

14. North 20° 59' 32" East, 224.15 feet to the Point of Beginning, containing 200818 square feet or 4.6104 acres of land, more or less.

This description was prepared by Rodgers Consulting, Inc., Job No. 659A9, and is in the Maryland Coordinate System (NAD 83/91).

The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 09, Regulation .12.

4-11-2011
Parcel G, consisting of approximately 35.44481 acres, as shown on a subdivision plat entitled "FINAL PLAT, PARCELS G AND H, WESTVIEW SOUTH, OFFICE RESEARCH CENTER, Buckeystown (1st) Election District, Frederick (2nd) Election District, Frederick County, Maryland," and recorded among the Plat Records of Frederick County, Maryland in Plat Book 86, page 180.

The above described parcel being part of the property conveyed to the Board of County Commissioners of Frederick County, Maryland by deed from Old Chapel Corporation dated August 13, 2009 and recorded in Liber 7881, folio 358 among the Land Records of Frederick County, Maryland.
LEGAL DESCRIPTION

9.337 ACRE PORTION OF LOT 26
WEDGEWOOD BUSINESS PARK

All of that parcel of ground situated in Buckeystown Election District, Frederick County, Maryland, and more particularly described as follows:

Lands of Russell Holdings, LLC, L. 6464, F. 344, Parcel One-A, Added to Lot 26, containing 406,712 sq. ft. or 9.337 Ac.16, as shown on a Plat entitled "Addition Plat, Russell Holdings, LLC, Addition to Lot 26, Section Three, WEDGEWOOD BUSINESS PARK", as recorded at Plat Book 85, page 186, among the Land Records of Frederick County, Maryland.

Being all and the same real estate as described and conveyed in a Deed from Russell Holdings, LLC, a Maryland limited liability company, unto WBP Partners II, LLC and ITB2, LLC, Maryland limited liability companies, dated July 11, 2008, and recorded at Liber 7035, folio 268, among the Land Records of Frederick County, Maryland.
EXHIBIT B

NAMES OF PROPERTY OWNERS AND LIENHOLDERS

Property Owners:

WVS Parcel 102, LLC; WVS Parcel 200, LLC; WVS Parcel 204, LLC; WVS Parcel 300, LLC;
WVS Parcel 400, LLC; WBP Partners II, LLC; and ITB2, LLC

Lienholders:

Nancy W. Greene and Jeffery H. Seibert, Trustees
Michael P. Fitzgerald and Jeff Hodderly, Trustees

Contract Purchaser for a Portion of Lot 102:

Springwood-HWFM LP
EXHIBIT C
ATTORNEY CERTIFICATION
Via Electronic Mail & Regular Mail
Kathy L. Mitchell
Assistant County Attorney
Frederick County
30 North Market Street
Frederick, Maryland 21701
Kmitchell2@frederickcountymd.gov

Re: Westview South DRRA - Attorney Certification

Dear Ms. Mitchell:

With regard to the above-referenced matter, I hereby certify that: WVS Parcel 102, LLC has a legal interest in that real property described on Exhibit A-1 attached hereto; WVS Parcel 200, LLC has a legal interest in that real property described on Exhibit A-2 attached hereto; WVS Parcel 204, LLC has a legal interest in that real property described on Exhibit A-3 attached hereto; WVS Parcel 300, LLC has a legal interest in that real property described on Exhibit A-4 attached hereto; WVS Parcel 400, LLC has a legal interest in that real property described on Exhibit A-5 attached hereto; and WBP Partners II, LLC and ITB2, LLC have a legal interest in that real property described on Exhibit A-6 attached hereto.

Please let me know if you need additional information in this regard. Thank you.

Sincerely,

[Signature]

Philip D. Topper, Jr., Esquire

Attachments (as stated)
Legal Description

Lot 102, as shown on a subdivision plat entitled "Preliminary/Final Plat, Lot 102 and Parcel D, WESTVIEW SOUTH OFFICE RESEARCH CENTER", recorded among the Plat Records of Frederick County, Maryland in Plat Book 85, page 101.
Legal Description

Lot 200, as shown on a subdivision plat entitled "Preliminary/Final Plat, Lot 200, Executive Way, WESTVIEW SOUTH OFFICE RESEARCH CENTER", recorded among the Plat Records of Frederick County, Maryland in Plat Book 85, page 48.
Legal Description

Lot 204, as shown on a subdivision plat entitled "Preliminary/Final Plat, Lot 204 and Parcel J, WESTVIEW SOUTH OFFICE RESEARCH CENTER", recorded among the Plat Records of Frederick County, Maryland in Plat Book 85, page 47.
Description of
Part of the Property of
OLD CHAPEL CORPORATION
Buckeypoint (No. 1) Election District
Frederick County, Maryland

Being a strip or parcel of land, running by, through, over and across part of
the property acquired by Old Chapel Corporation, from Seymour D. Stern,
substitute trustee, by a deed dated June 20, 1995 and recorded among the Land
Records of Frederick County, Maryland in Liber 2102 at folio 366; and being more
particularly described as follows:

Beginning at a point on the northerly or North 78° 07' 38" East, 546.12 feet
right of way line of Executive Way (80 foot wide public right of way) as shown on a
plat of subdivision entitled "Preliminary / Final Plat, Lot 200, Executive Way,
Westview South" and recorded among the aforementioned Land Records in Plat
Book 84 at Page 49, distant 231.69 feet from the eastern end thereof; thence
running with the northerly right of way line of Executive Way as shown on said plat,
recorded in Plat Book 83 at Page 49 and as shown on a plat of subdivision entitled
"Preliminary / Final Plat, Lot 200, Executive Way, Westview South" and recorded
among the aforementioned Land Records in Plat Book 84 at Page 46 the following 2
courses and distances:

1. South 76° 07' 38" West, 416.43 feet to a point of curvature; thence

2. 1090.26 feet along the arc of a curve deflecting to the right, having a radius of
1462.00 feet (chord North 64° 16' 20" West, 990.08
foot) to a point at the northerly end of the easterly or
North 22° 41' 51" East, 1040.28 foot plat line as
shown on a plat of subdivision entitled "Preliminary / Final Plat,
Parcels A and H, Westview South" and recorded
among the aforementioned Land Records in Plat Book
84 at Page 106; thence bounding on the easterly end of
Parcel A as shown on said plat recorded in Plat Book
84 at Page 106 the following 5 courses and distances:

   3. North 22° 41' 51" East, 1040.28 feet to a point; thence

   4. North 62° 30' 00" East, 212.03 feet to a point; thence

   5. North 23° 25' 03" East, 175.01 feet to a point; thence

   6. North 70° 07' 23" East, 65.92 feet to a point; thence
7. South 52° 30' 19" East, 180.45 feet to a point; thence North 05° 26' 19" West, 404.35 feet to a point; thence South 05° 26' 19" East, 105.21 feet to a point; thence South 52° 30' 19" East, 221.86 feet to a point; thence North 52° 30' 19" West, 221.86 feet to a point; thence South 52° 30' 19" East, 180.45 feet to the point of beginning.

8. South 05° 26' 19" East, 434.51 feet to a point; thence South 52° 30' 19" West, 210.63 feet to a point; thence South 61° 00' 52" West, 170.41 feet to a point; thence South 17° 30' 15" West, 102.23 feet to a point; thence South 76° 19' 14" East, 123.10 feet to a point; thence North 76° 19' 14" West, 284.20 feet to a point; thence South 60° 00' 22" East, 124.35 feet to a point; thence South 13° 52' 22" East, 160.09 feet to the point of beginning, containing 1008.22 acres or 24,963.01 acres of land more or less.

This description was prepared by Rodgers Consulting, Inc., Job No. 659AB, and is in the Maryland Coordinate System (NAD 92/94).

The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation 12.
April 4, 2011

Description of
Part of the Property of
OLD CHAPEL CORPORATION
Buckeystown (No. 1) Election District and
Frederick (No. 2) Election District
Frederick County, Maryland

Being part of Addition #1 as shown on a plat of subdivision entitled “Addition and Correction Plat, Parcel B1, Old New Design Road and Corporate Drive, Kingsbrook P.U.D.” and recorded among the Land Records of Frederick County, Maryland in Plat Book 85 at Pages 134 and 135; Addition #1 being part of the property acquired by Old Chapel Corporation, a Maryland corporation, from R & R Frederick Associates 1 Limited Liability Limited Partnership, a Maryland limited liability limited partnership, by a confirmatory deed dated May 13, 2008 and recorded among the Land Records of Frederick County, Maryland in Liber 7097 at folio 117; also being part of the property acquired by Old Chapel Corporation, from Seymour B. Stern, substitute trustee, by a deed dated June 20, 1995 and recorded among the Land Records of Frederick County, Maryland in Liber 2102 at folio 369; and being more particularly described as follows:

Beginning at a point on the 160° or North 21° 02' 02" East, 218.41 feet dead line described in the aforementioned deed recorded in Liber 2102 at folio 369, distant 4.82 feet from an iron pipe found at the end thereof; said point also being on the southerly right of way line of Advisors Court (50 foot wide right of way) at the westerly end of the North 80° 47' 03" East, 92.20 foot line as shown on a plat of subdivision entitled “Addition & Final Plat, Parcel B1 and Advisors Court, Kingsbrook P.U.D.” and recorded among the aforementioned Land Records in Plat Book 89 at Page 164; thence leaving said dead line and running with the southerly and easterly right of way line of Advisors Court the following 4 courses and distances:

1. North 80° 47' 03" East, 92.20 feet to a point of curvature; thence

2. 149.64 feet along the arc of a curve deflecting to the left, having a radius of 138.00 feet (chord: North 49° 43' 09" East, 142.42 feet) to a point of tangency; thence

3. North 18° 39' 15" East, 92.52 feet to a point; thence

Future Lot 650 - Westview South
Job No. 659A8
4. North 61° 29' 13" East, 12.15 feet to a point at the northerly end of the
easterly or North 17° 43' 55" East, 187.23 foot line of
Addition #1 as shown on the aforementioned plat
recorded in Plat Book 85 at Pages 134 and 135;
thence running with all of said plat line, passing
through a P.K. sail found in concrete 50.29 feet from
an iron pipe found at the end thereof and binding on
the westerly or North 17° 29' 59" East, 136.04 foot
line of Lot 26-A as shown on a plat of subdivision
entitled "Combined Preliminary / Final Plat, Lots 25-A
and Lot 26-B, Section One, Westview" and recorded
among the aforementioned Land Records in Plat Book
60 at Page 59, also binding on the westerly or North
17° 43' 55" East, 50.28 feet plat line as shown on a
plat of condominium entitled "Condominium Plat,
Boundary Survey and As-Built, Westview Professional
Condominiums" and recorded among the
aforementioned Land Records in Plat Book 86 at
Pages 67 and 68 the following course and distance

5. South 17° 43' 55" West, 187.23 feet to an iron pipe found at the beginning of
the 18th or South 18° 33' 25" West, 152.31 foot deed
line described in the aforementioned deed recorded in
Uber 2102 at folio 369; thence running with all of the
16th and 19th lines of said deed and binding on the
outline of the aforementioned condominium plat
recorded in Plat Book 86 at Pages 67 and 68 the
following 2 courses and distances:

6. South 18° 28' 46" West, 152.15 feet to a rail road spike found, passing
through an iron pipe found 8.80 feet from the end thereof; thence

7. South 60° 49' 28" East, 124.75 feet to a rebar found at the beginning of the
20th deed line as described in the aforementioned
deed recorded in Uber 2102 at folio 369; thence
running with part of said deed line and binding on the
westerly outline of a plat of condominium entitled
"Chairmen's Court Office Condominium, Suite 1, 2 &
3" and recorded among the aforementioned Land
Records in Plat Book 72 at Pages 129 and 130 the
following course and distance:

Future Lot 400 – Westview South
Job No. 65549
April 4, 2011

8. South 24° 45' 38" East, 205.54 feet to a point at the northerly end of the
northerly or North 27° 50' 18" East, 322.80 feet line
of Parcel G as shown on a plat of subdivision entitled
"Final Plat, Parcels G and H, Westview South" and
recorded among the aforementioned Land Records in
Plat Book 96 at Page 106; thence running with the
northerly outlines of said Parcel G the following 3
courses and distances:

9. South 27° 50' 18" West, 327.80 feet to a point; thence

10. North 69° 05' 45" West, 122.91 feet to a point; thence

11. North 59° 40' 46" West, 235.14 feet to a point on the 14th or North 32° 42' 40"
East, 799.30 foot deed line described in the
aforementioned deed recorded in Liber C2012 at folio
369, distant 220.58 feet from an iron pipe found at
the end thereof; thence running with part of the said
deed line and binding on the easterly of South 30° 20'
00" West, 253.10 foot line of Lot 1 as shown on a plat
of subdivision entitled "Section One, Find Subdivision"
and recorded among the aforementioned Land
Records in Plat Book 9 at Page 103, and also binding
on the 6th or North 30° 12' 45" East, 159.15 foot deed
line as described in a deed from James W. Bean, Sr.
to Lisa Halpern dated April 26, 2004 and recorded
among the aforementioned Land Records in Liber
4597 at folio 574 the following course and distance:

12. North 32° 44' 05" East, 220.58 feet to an iron pipe found at the beginning of
the 15th deed line described in the aforementioned
deed recorded in Liber C2012 at folio 369; thence
running with all of said deed line and binding on the
14th deed line described in the aforementioned deed
recorded in Liber 4597 at folio 374 the following
course and distance.

Figure Lot 400 - Westview South

Job No. 65949
April 4, 2011

13. North 16° 56' 09" West, 160.48 feet to an iron pipe found at the beginning of the 15th deed line described in the aforementioned deed recorded in Liber 2102 at folio 369; thence running with all of said deed line and binding on the 1st or North 25 3/4° East, 258 foot deed line as described in a deed from New Design Investments, LLC to The Board of County Commissioners of Frederick County, Maryland dated May 17, 2010 and recorded among the aforementioned Land Records in Liber 7881 at folio 349 the following course and distance:

14. North 20° 59' 32" East, 214.15 feet to the Point of Beginning, containing 200818 square feet or 4.61014 acres of land, more or less.

This description was prepared by Rodgers Consulting, Inc., Job No. 65A9, and is in the Maryland Coordinate System (NAD 83/91).

The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation 12.
Parcel G, consisting of approximately 35.44481 acres, as shown on a subdivision plat entitled "FINAL PLAT, PARCELS G AND H, WESTVIEW SOUTH, OFFICE RESEARCH CENTER, Buckeystown (1st) Election District, Frederick (2nd) Election District, Frederick County, Maryland," and recorded among the Plat Records of Frederick County, Maryland in Plat Book 86, page 180.

The above described parcel being part of the property conveyed to the Board of County Commissioners of Frederick County, Maryland by deed from Old Chapel Corporation dated August 13, 2009 and recorded in Liber 7881, folio 358 among the Land Records of Frederick County, Maryland.
LEGAL DESCRIPTION

9.337 ACRE PORTION OF LOT 26
WEDGEWOOD BUSINESS PARK

All of that parcel of ground situated in Buckeystown Election District, Frederick County, Maryland, and more particularly described as follows:

Lands of Russell Holdings, LLC, L. 6464, F. 344, Parcel One-A, Added to Lot 26, containing 406,712 sq. ft. or 9.337 Ac., as shown on a Plat entitled “Addition Plat, Russell Holdings, LLC, Addition to Lot 26, Section Three, WEDGEWOOD BUSINESS PARK”, as recorded at Plat Book 85, page 186, among the Land Records of Frederick County, Maryland.

Being all and the same real estate as described and conveyed in a Deed from Russell Holdings, LLC, a Maryland limited liability company, unto WBP Partners II, LLC and ITB2, LLC, Maryland limited liability companies, dated July 11, 2008, and recorded at Liber 7035, folio 268, among the Land Records of Frederick County, Maryland.
EXHIBIT D

ADEQUATE PUBLIC FACILITIES LETTER OF UNDERSTANDING
AMENDED AND RESTATTED ADEQUATE PUBLIC FACILITIES
LETTER OF UNDERSTANDING
WESTVIEW SOUTH MXD,
Preliminary Plat #5905   AP #13146

In General: The following Letter of Understanding ("Letter") between the Frederick County Board of County Commissioners ("BOCC") and WVS Parcel 102, LLC, WVS Parcel 200, LLC, WVS Parcel 204, LLC, WVS Parcel 300, LLC, WVS Parcel 400, LLC, WBP Partners II, LLC and ITB2, LLC (collectively, the "Applicant"), together with its/their successors or assigns, sets forth the conditions and terms which the BOCC deems to be the minimum necessary improvements dealing with school, water, sewer, and road improvements that must be in place for the property identified below to be developed, as proposed under the approved amendment to the Westview South MXD Phase I (the "Project"), in compliance with the Frederick County Adequate Public Facilities Ordinance ("APFO").

The Applicant, its successors or assigns, hereby agrees and understands that unless the required contributions are provided in accordance with this Letter, APFO requirements will not be satisfied and development will not be permitted to proceed.

This Letter concerns itself with the Applicant's parcels of land totaling 117.83 +/- acres, zoned Mixed Use (MXD), and located on the north and south sides of Executive Way. This APFO approval will be effective for development of (a) an additional 122,500 square feet of employment use; and (b) a maximum of 615 dwelling units, including approximately 255 single-family type products (single family, town houses) and 360 multifamily type products (apartments, two-over-twoos, condos), or any variation of dwelling unit mix such that the intensity of total peak hour vehicle trips or the school student generation is not increased above that analyzed in the "Westview South Land Bays 2, 3, and 4" memorandum prepared on behalf of the Applicant by Wells and Associates, LLC, dated February 22, 2013 (the "Project Memorandum") or the student projections below.

The current APFO approval for the Westview South MXD (Phase I of which the Applicant is amending) is valid through February 12, 2019, as evidenced by the existing APFO Letter of Understanding, signed by the Frederick County Planning Commission on September 14, 2005 (the "Existing LOU"). This Letter replaces the Existing LOU.

Concurrent with the processing of this LOU for the Project and approval by the BOCC of the amendment to the Westview South MXD Phase I, the Applicant is seeking concurrent approval by the BOCC of a Development Rights and Responsibilities Agreement ("DRRA") under Section 1-25 of the County Code.

Schools: The Project is projected to generate 95 elementary school students, 39 middle school students and 55 high school students. Based on these numbers and considering enrollment projections from pipeline development, the school adequacy test fails at the elementary level for Tuscaraora ES and at the high school level for Tuscaraora HS. The Applicant has chosen the option to mitigate the inadequacy of the public elementary and high school capacity by paying the School Construction Fee for the elementary school level and high school level in accordance
with the criteria set forth in Section 1-20-62 of the APFO (and in accordance with the DRRA). The Applicant shall pay the School Construction Fee, based upon the fee schedule in effect at the time of residential subdivision plat recordation and payment, as set forth in Section 1-20-62(E) of the APFO, per unit type for the elementary and high school level.

**Water and Sewer:** While the public sewer and water facilities are currently adequate to serve the project, the Applicant acknowledges that capacity is not guaranteed until purchased. APFO approval for sewer and water does not guarantee that plats will be recorded and building permits will be issued. Plat recordation and building permit issuance is subject to compliance with the Annotated Code of Maryland, Environment Article Section 9-512, et seq. and all applicable County regulations, including but not limited to Sec. 1-16-106 of the Frederick County Subdivision Regulations.

**Road Improvements:** All identified road improvements in the Existing LOU have been satisfied to date except for a signal installation on New Design Road and Executive Way (Phase 1, #8) and a turning movement restriction at Pegasus Ct. and MD 85 (Phase 3, # 1). The following language replaces these two requirements:

1. Install a traffic signal when warranted, justified and deemed necessary by the County. The current estimated cost of the signal is $140,000. The Applicant shall be entitled to meet its obligations by placing with the County a letter of credit or cash payment in the amount of $175,000 (125% of the estimated cost of the signal including the contingency). The Applicant shall be entitled to continue with the Project after acceptance of the surety, and shall install the signal at such time as approved by the County. The Applicant is responsible for conducting a traffic signal warrant analysis prior to the issuance of the last building permit, when deemed necessary by the County. Should the signal still not be warranted and justified by the time of issuance of the last building permit, then the County shall thereafter be responsible for its implementation using the surety funds provided by the Applicant, with unused surety, if any, returned in full to the Applicant upon completion of the signal work.

2. The County will establish an escrow account for the creation of a channelized island (a "pork chop") at Pegasus Court and Maryland Route 85, and the Applicant shall make a total fee-in-lieu payment of $50,000 to said escrow account.

The payments/surety for Road Improvements stated above shall be made prior to recordation of the Project’s first residential lot.

**Period of Validity:** The effective date of this LOU for the commencement of all APFO approvals referenced herein shall be June, 2013, and this LOU shall remain valid through February 12, 2019.

**Disclaimer:** This Letter pertains to APFO approval only, and shall not be construed to provide any express or implied rights to continue the development process. The Project remains subject to all applicable rules and regulations, including but not limited to those related to zoning, water and sewer, and subdivision. The BOCC's jurisdiction and authority is limited by State and
County law, and approvals may be required from other local or state governmental agencies before the proposed development can proceed.

[Signatures on next page]
APPLICANT:

WVS PARCEL 102, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
   By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager

By: [Signature]
   Mark C. Matan
   Manager
   Date: 6/12/13

WVS PARCEL 200, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
   By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager

By: [Signature]
   Mark C. Matan
   Manager
   Date: 6/12/13

WVS PARCEL 204, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
   By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager

By: [Signature]
   Mark C. Matan
   Manager
   Date: 6/12/13
WVS PARCEL 300, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
   By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager
   
   By: [Signature]
   Mark C. Matan
   Manager
   Date: 6/12/13

WVS PARCEL 400, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
   By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager
   
   By: [Signature]
   Mark C. Matan
   Manager
   Date: 6/12/13

WBP PARTNERS II, LLC,
a Maryland limited liability company
By: Wedgewood Investment Group 2008, LLC,
a Maryland limited liability company, Manager
   By: Wedgewood Investment Management, LLC,
a Maryland limited liability company, Manager
   
   By: [Signature]
   Mark C. Matan
   Manager
   Date: 6/12/13
ITB2, LLC,
a Maryland limited liability company
By: Wedgewood Investment Group 2008, LLC,
a Maryland limited liability company, Manager
By: Wedgewood Investment Management, LLC,
a Maryland limited liability company,
Manager

By: ___________________________
Mark C. Matan
Manager
Date: 6/12/13

FREDERICK COUNTY BOARD OF COUNTY COMMISSIONERS:

By: ___________________________
Blaine R. Young, President
Date: 6/13/13

ATTEST:

By: ___________________________
Gary Hessong, Director, Permits & Inspections
Date: 6/14/13
MODERATELY PRICED DWELLING UNITS
PAYMENT IN LIEU AGREEMENT
ADMINISTERED BY
FREDERICK COUNTY, MARYLAND
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
520 North Market Street, Frederick, Maryland 21701

THIS AGREEMENT dated the ___ day of ________________, 20___, by and between
________, a Maryland _______ ( Applicant ) and the BOARD OF COUNTY
COMMISSIONERS OF FREDERICK COUNTY, MARYLAND ( County ).

RECITALS

The Applicant has received Planning Commission approval to construct 615 or more
dwelling units on 168.51 acres (more or less) of property owned or controlled by Applicant in
the development known as Westview South (hereinafter the "Development"), located in
Frederick County, Maryland, subject to the provisions of Chapter 6A of the Frederick County
Code, as amended from time to time and regulations promulgated thereunder.

Ordinance No. 11-20-586 amended the provisions of Chapter 6A of the Frederick County
Code to provide for a payment in lieu option ( §1-6A-5.1 ) to satisfy the requirement to provide
moderately priced dwelling units (MPDUs) as part of certain residential developments; and

This Agreement is intended to document the understanding of the parties with respect to
the payment in lieu obligations of the Applicant consistent with the provisions of Chapter 6A of
the Frederick County Code.

NOW, THEREFORE, in consideration of the mutual promises and benefits provided for
herein, the parties hereto agree as follows:

1. Applicant has received Planning Commission approval to construct a total of 615
dwelling units in the Development, which, if the Applicant did not choose the payment in lieu
option under §1-6A-5.1, would require the construction of ___ MPDUs.

2. In accordance with §1-6A-5.1, the Applicant shall pay to the County a Per
Dwelling Unit Payment in Lieu of constructing MPDUs in the Development.

3. The Total Payment in Lieu for all dwelling units approved in the Development
shall be _______ Dollars ($_______), which is the 12.5% of the total number of dwelling units
approved in the Development multiplied by $17,500.

4. The Per Dwelling Unit Payment in Lieu is _______ Dollars ($_______), which is
the Total Payment in Lieu divided by the total number of dwelling units approved for the Development. The Per Dwelling Unit Fee shall be paid at submission of each building permit application for the dwelling units in the Development.

5. No failure on the part of the County to exercise, and no delay in exercising, any right or remedy permitted by law or pursuant to this Agreement will operate as a waiver thereof. The County may suspend or revoke any or all residential building or residential occupancy permits issued to Applicant for the Development and/or to suspend or deny the issuance of all subsequent residential permit requests by Applicant for this Development, and/or invoke any other of the enforcement measures authorized by Chapter 6A of the Frederick County Code and Regulations adopted pursuant thereto, for failure to comply with the terms of this Agreement or any requirement of Chapter 6A of the Frederick County Code.

6. A waiver by the County of a specific failure to comply with the terms of this Agreement must be in writing signed by the County, and shall not be deemed a waiver of any other subsequent failure to comply of similar or different nature.

7. Any notices or documents sent pursuant to this Agreement must be in writing and delivered to:

Frederick County:
Director
Department of Housing and Community Development
520 North Market Street
Frederick, MD 21701

Applicant:

8. This Agreement is binding upon the agents, successors, heirs and assigns of the Applicant and shall inure to the benefit of and be enforceable by the County, its successors and assigns.

9. Applicant agrees to abide by and comply with all applicable laws and regulations regarding the subject matter of this Agreement, whether or not such laws or regulations are herein specifically enumerated or referred to, and Applicant agrees to sign such documents as
may be required to effectuate the intent and purpose of this Agreement.

IN WITNESS WHEREOF, Applicant has caused these presents to be executed by authorized representatives of its sole member.

WITNESS:

__________________________________________

By:_____________________________________

STATE OF MARYLAND, COUNTY OF ________________, TO WIT:

I HEREBY CERTIFY that on this _____ day of ________________, 2013, before me, the undersigned officer, personally appeared __________________________ of ____________, who acknowledged the foregoing instrument to be his act and deed in such capacity, and that he is authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

My Commission Expires: ________________________

_____________________________________

NOTARY PUBLIC

(SIGNATURES CONTINUED ON THE NEXT PAGE)
WITNESS:

BOARD OF COUNTY COMMISSIONERS OF
FREDERICK COUNTY, MARYLAND

______________________________

By: ____________________________

Jennifer Short, Director
Department of Housing and Community
Development

REVIEWED BY:

______________________________

Office of the County Attorney

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____________________, 2013, before
me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared
Jennifer Short, Director, Housing and Community Development, Frederick County, Maryland,
and did certify that as such officer, she did execute this instrument for the purposes stated herein,
and did certify, under penalties of perjury, that she is authorized to execute this instrument on
behalf of the Board of County Commissioners of Frederick County, Maryland.

WITNESS my hand and Notarial Seal.

______________________________

NOTARY PUBLIC

My Commission Expires:

______________________________
CONSENT OF LENDER

[If not applicable, write N/A or No Lien] _______ (Lender), holder of the indebtedness secured by the deed of trust [or mortgage] against the property herein described, recorded in Liber _____ at folio _______, hereby consents to the terms and conditions of the foregoing Payment in Lieu Agreement, and does hereby further agree that the terms contained herein shall survive any sale under its deed of trust [mortgage], as evidenced by the signature of the undersigned trustee [or officer of corporation] under the above described deed of trust.

By: [Lender's name], Trustee

STATE OF MARYLAND, CITY/COUNTY OF __________________, TO WIT:

I HEREBY CERTIFY that on this _______ day of __________________, 2013, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared __________________, Trustee, who acknowledged her/himself to be the Trustee, and that she/he being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

IN WITNESS WHEREOF, I set my hand and Notarial Seal.

________________________________________
NOTARY PUBLIC

My Commission Expires:

________________________________________
EXHIBIT F

MAJOR APPROVALS AND PERMITS

A. Combined Preliminary/Site Plan No. AP 1716 (originally PP#00015200) approved by the Planning Commission on February 12, 2003, as extended on March 11, 2011 by AP 9909 to February 12, 2013.

B. Adequate Public Facilities Ordinance approval by the Planning Commission, as evidenced by the APFO LOU, on September 14, 2005, as extended on March 11, 2011, until February 12, 2019.


D. Final Forest Conservation Plan No. AP 7278, approved on January 25, 2008. All FRO mitigation requirements have been satisfied with a combination of on-site FRO easements and payment of fee-in-lieu.


F. Section 1, Phase 1-3, Improvement Plans, including water and sewer, AP 5913, Contract Nos. 331-SW, 331A-SW and 331B-SW, approved on June 15, 2006. Work has been completed, pursuant to these Plans.

G. Section 2, Improvement Plans, AP 3977, approved March 12, 2007. Work has been completed, pursuant to these Plans.

H. Section 3, Improvement Plans, AP 9304, approved March 11, 2006. Work has been completed, pursuant to these Plans.

I. Route 85 Improvement Plans, AP 4033, approved February 13, 2007. Work has been completed, pursuant to these Plans.

J. New Design Road Improvement Plans, AP 2637, approved October 2, 2006. Work has been completed, pursuant to these Plans.

K. Preliminary Plan, Wedgewood Business Park, AP 9422 (including APFO, AP 9443), Wedgewood Lot 26, approved on April 14, 2010.

L. Ballenger Creek Linear Trail Improvement Plans (Phase V), AP 3742, approved July 21, 2008.
SECOND AMENDED AND RESTATED ADEQUATE PUBLIC FACILITIES
LETTER OF UNDERSTANDING
WESTVIEW SOUTH MXD
Preliminary Plat #S905 AP #13146

In General: The following Second Amended and Restated Adequate Public Facilities Letter of Understanding ("Letter") between the Frederick County Planning Commission ("Planning Commission") and WVS Parcel 102, LLC, WVS Parcel 200, LLC, WVS Parcel 204, LLC, WVS Parcel 300, LLC, WVS Parcel 400, LLC, WBP Partners II, LLC and ITB2, LLC (collectively, the "Applicant"), together with its/their successors or assigns, sets forth the conditions and terms which the Planning Commission deems to be the minimum necessary improvements dealing with school, water, sewer, and road improvements that must be in place for the property identified below to be developed, as proposed under the approved amendment to the Westview South MXD Phase I (the "Project"), in compliance with the Frederick County Adequate Public Facilities Ordinance ("APFO").

The Applicant, its successors or assigns, hereby agrees and understands that unless the required contributions are provided in accordance with this Letter, APFO requirements will not be satisfied and development will not be permitted to proceed.

This Letter concerns itself with the Applicant's parcels of land totaling 117.83 +/- acres, zoned Mixed Use Development (MXD), and located on the north and south sides of Executive Way. This APFO approval will be effective for development of (a) the additional 122,500 square feet of employment use approved under, and set forth in, the 2013 LOU (defined below); and (b) 531 dwelling units, including approximately 125 single family detached units, 188 single family attached units (townhomes), 62 two-over-two units and 156 multi-family units (apartments/condos), or any variation of dwelling unit mix such that the intensity of total peak hour vehicle trips or the school student generation is not increased above that analyzed in the "Westview South Land Bays 2, 3, and 4" memorandum prepared on behalf of the Applicant by Wells and Associates, LLC, dated February 22, 2013 (as amended by the Table 2 Update by Wells and Associates, LLC, dated January 16, 2014) or the student projections described below. This Letter does not affect the Project's allowed maximum density of 615 residential dwelling units, as designated pursuant to the Project's Phase I Plan (Ordinance No. 13-10-638, dated June 13, 2013) and Development Rights and Responsibilities Agreement (dated June 13, 2013).

The current APFO approval for the Westview South MXD is valid through February 12, 2019, as evidenced by the existing APFO Letter of Understanding, signed by the Frederick County Board of County Commissioners ("BOCC") on June 13, 2013 (the "2013 LOU"). The Applicant and the Planning Commission enter into this Letter as part of the Project's Phase II approvals, pursuant to Chapter 1-20, Section 1-20-20 of the Frederick County Code, and this Letter replaces the 2013 LOU.

Schools: The Project is projected to generate 100 elementary school students, 44 middle school students and 60 high school students. Based on these numbers and considering enrollment projections from pipeline development, the school adequacy test fails at the elementary level for Tuscarora ES. The Applicant has chosen the option to mitigate the inadequacy of the public elementary school capacity by paying the School Construction Fee for the elementary school.
level in accordance with the criteria set forth in Section 1-20-62 of the APFO (and in accordance with the DRRA). The Applicant shall pay the School Construction Fee, based upon the fee schedule in effect at the time of residential subdivision plat recording and payment, as set forth in Section 1-20-62(E) of the APFO, per unit type for the elementary school level.

**Water and Sewer:** While the public sewer and water facilities are currently adequate to serve the Project, the Applicant acknowledges that capacity is not guaranteed until purchased. APFO approval for sewer and water does not guarantee that plats will be recorded and building permits will be issued. Plat recordation and building permit issuance is subject to compliance with the Annotated Code of Maryland, Environment Article Section 9-512, et seq. and all applicable County regulations, including but not limited to Sec. 1-16-106 of the Frederick County Subdivision Regulations.

**Road Improvements:** All identified road improvements in the APFO Letter of Understanding signed by the Planning Commission on September 14, 2005 have been satisfied to date except for a signal installation on New Design Road and Executive Way (Phase 1, #8) and a turning movement restriction at Pegasus Ct. and MD 85 (Phase 3, # 1). Restated below, and still in force and effect under this Letter, are the replacement requirements set forth in the 2013 LOU, with updated amounts in Paragraph 1 below reflecting current costs as of the date of this Letter:

1. Install a traffic signal when warranted, justified and deemed necessary by the County. The current estimated cost of the signal is $175,000. The Applicant shall be entitled to meet its obligations by placing with the County a letter of credit or cash payment in the amount of $218,750 (125% of the estimated cost of the signal including the contingency). The Applicant shall be entitled to continue with the Project after acceptance of the surety, and shall install the signal at such time as approved by the County. The Applicant is responsible for conducting a traffic signal warrant analysis prior to the issuance of the last building permit, when deemed necessary by the County. Should the signal still not be warranted and justified by the time of issuance of the last building permit, then the County shall thereafter be responsible for its implementation using the surety funds provided by the Applicant, with unused surety, if any, returned in full to the Applicant upon completion of the signal work.

2. The County will establish an escrow account for the creation of a channelized island (a "pork chop") at Pegasus Court and Maryland Route 85, and the Applicant shall make a total fee-in-lieu payment of $50,000 to said escrow account.

The payments/surety for Road Improvements stated above shall be made prior to recordation of the Project’s first residential lot.

**Period of Validity:** The effective date of this LOU for the commencement of all APFO approvals referenced herein shall be May 21, 2014, and this LOU shall remain valid through February 12, 2019.

**Disclaimer:** This Letter pertains to APFO approval only, and shall not be construed to provide
any express or implied rights to continue the development process. The Project remains subject to all applicable rules and regulations, including but not limited to those related to zoning, water and sewer, and subdivision. The BOCC's jurisdiction and authority is limited by State and County law, and approvals may be required from other local or state governmental agencies before the proposed development can proceed.

APPLICANT:

**WVS PARCEL 102, LLC,**  
a Maryland limited liability company  
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager  
By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager  
By: Mark C. Matan  
Manager  
Date: 5/12/14

**WVS PARCEL 200, LLC,**  
a Maryland limited liability company  
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager  
By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager  
By: Mark C. Matan  
Manager  
Date: 5/12/14

**WVS PARCEL 204, LLC,**  
a Maryland limited liability company  
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager  
By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager  
By: Mark C. Matan  
Manager  
Date: 5/12/14
WVS PARCEL 300, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager

By: Mark C. Matan
Manager
Date: 5/12/14

WVS PARCEL 400, LLC,
a Maryland limited liability company
By: Westview South Holdings, LLC, a Maryland limited liability company, Manager
By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager

By: Mark C. Matan
Manager
Date: 5/12/14

WBP PARTNERS II, LLC,
a Maryland limited liability company
By: Wedgewood Investment Group 2008, LLC, a Maryland limited liability company, Manager
By: Wedgewood Investment Management, LLC, a Maryland limited liability company, Manager

By: Mark C. Matan
Manager
Date: 5/12/14
ITB2, LLC,
a Maryland limited liability company
By: Wedgewood Investment Group 2008, LLC,
a Maryland limited liability company, Manager
By: Wedgewood Investment Management, LLC,
a Maryland limited liability company,
Manager

By: 
Mark C. Matan
Manager

Date: 5/12/14

FREDERICK COUNTY PLANNING COMMISSION:

By: 
Dwayne E. Doolittle

Date: 5/22/14

ATTEST:

By: 
Gary Hessong, Director, Permits & Inspections

Date: 6/2/14